



REQUEST FOR QUALIFICATIONS

RFQ-JN-16-33

**Submittal Due Date: THURSDAY, OCTOBER 20, 2016
BY 4:00 PM our clock**

**LAND SURVEYING SERVICES
For RIGHT-OF-WAY MAPPING ADJUSTMENT**

SEALED SUBMITTALS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
BID - Purchasing & Contracting Division
7500 West 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811 Fax: 303-234-5924

DOCUMENTS PREPARED BY:
PUBLIC WORKS DEPARTMENT
Engineering Division
PURCHASING & CONTRACTING DIVISION

IMPORTANT: PLEASE READ ENTIRE DOCUMENT
Per the attached specifications, terms and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

**CITY OF WHEAT RIDGE
ADVERTISEMENT
RFQ-JN-16-33**

Project Overview/Scope: The City of Wheat Ridge seeks a qualified firm to provide professional land surveying consulting services for a City Right-of-Way Mapping adjustment project.

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us or phone 303-235-2811. Do not contact the requesting department or the evaluation committee.

Minimum Requirements: Awarded professional must have a valid City of Wheat Ridge Business/Use Tax license(s) prior to starting the project. This project requires compliance with the "Illegal Alien" Provisions of CRS8-17.5-101, as well as insurance coverage.

Disadvantaged Business Enterprises: Disadvantaged business enterprises are afforded full opportunity to submit qualifications and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

Deadline for Questions: October 6, 2016 by noon.

Qualification Submittals Due: THURSDAY, OCTOBER 20, 2016 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING. It is the responsibility of the proposer to ensure the qualifications submittal is received in the Purchasing Office on or before the due date and time.

Submit to: City of Wheat Ridge Municipal Building, **BID** - Purchasing & Contracting Division
Attn: Jennifer Nellis, CPPB
7500 West 29th Avenue
Wheat Ridge, CO 80033

The City only accepts submittals in hard copy format. Fax, email or other electronic means are not acceptable. Sealed submittals must include: (1) marked "Original" and (4) copies for a total of 5 complete sets.

Mark Envelopes: RFQ-JN-16-33 LAND SURVEYING SERVICES for RIGHT-OF-WAY MAPPING ADJUSTMENT

Comments: All submittals must be sealed and shall be validated. No submittals will be accepted after the due date and time, regardless of postmark. Submittals received after the due opening time will be filed unopened. The City of Wheat Ridge reserves the right to shortlist firms that it deems are in the best interest of the City based solely on qualifications.

RFQ Documents: Available on the RMEPS a division of BIDNET www.BidNetDirect.com/colorado or visit the City Website for project documents and updates: www.ci.wheatridge.co.us

Jennifer Nellis, Purchasing Agent

Publish Dates:

Daily Journal 9/26 and 10/3, 2016

RMEPS and City website 9/26/16

RFQ-JN-16-33
PROPOSAL REQUIREMENTS/SELECTION CRITERIA
LAND SURVEYING SERVICES
For RIGHT-OF-WAY MAPPING ADJUSTMENT

I. INTRODUCTION

A. General

The City of Wheat Ridge (the "City") is located in the northwest area of the Denver metropolitan area just west of downtown Denver. The City's area consists of about nine square miles of rolling land adjacent to the Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 31,000 residents. The City is a home-rule municipality with eight council members, city manager, and mayor form of government.

B. Background

The official City of Wheat Ridge Right-of-Way mapping is on a modified, ground-based form of the NAD82 HARN (NAD83/92) State Plane Coordinate System and NAVD88 vertical datum (the "*Current City Datum*"). The City's official Right-of-Way mapping is defined by Section and broken down into a north half and a south half, hereafter referred to as the City's "Half-Section Maps". The scope of services identified herein is not feasible from our on-call surveyors given the budgetary restrictions of the on-call awards.

C. Objectives

The objective of this RFQ is to contract with one firm to provide professional land surveying consulting services to adjust the City Right-of-Way within the north Half-Section 20, the south Half-Section 20, the north Half-Section 21, and the south Half-Section 21, all located within Township 3 South, Range 69 West of the 6th P.M. The primary emphasis will be on correcting the horizontal positioning of the Youngfield Street, Interstate 70, and West 44th Avenue Rights-of-Way (ROW), which comprise a critical backbone for other rights-of-way within Sections 20 and 21. The project is expected to start on January 3, 2017 and to be completed within 180 days following the notice to proceed.

II. STATEMENT OF WORK SUMMARY

The current positioning of a portion of the City's official Right-of-Way Half-Section Maps is suspect due to an errant placement of a land surveying monument by a Jefferson County surveyor in Section 20 dating back before the incorporation of the City of Wheat Ridge in 1969. Subsequent to the errant monument placement numerous subdivisions of land were completed and based upon the errant monument, compounding the positioning errors of the public ROW within Sections 20 and 21. Conflicting ROW information/dimensions also exist for the Youngfield Street Right-of-Way and there is uncertainty as to the title of portions thereof.

The Consultant will make available the necessary resources to support the City and provide consulting and professional services through its own forces. The Consultant will, under the general direction of the Project Supervisor, or his designated representative, furnish experienced, professional personnel who shall function as if they were an extension of City staff, while nonetheless remaining exclusively the employees of the consultant, an independent contractor, or supply the necessary Services to supplement City staff as needed.

1. Consultant Services – The following activities may be issued to the Consultant as part of this Agreement:
 - a. Reconciliation of the public Rights-of-Way for the north and south Half-Section Maps within Sections 20 and 21, Township 3 South, Range 69 West of the 6th P.M. The reconciliation shall include adjustment of the existing "centerline" ROW points and centerlines for each Half-Section Map.
 - b. Perform a complete title research and a boundary survey for Youngfield Street within Section 20 performed, including field recovery and location of local monumentation as necessary, to establish correct ROW positioning.
 - c. As Youngfield Street extends southward into the north half of Section 29 a portion of the north Half-Section 29 map may also need to be reconciled and may be considered as part of this project as budget allows.

The reconciliation of the north half of Section 29 will be a lower priority than the reconciliation of Sections 20 and 21 identified in items “a” and “b” above.

- d. Field recovery and location of local monumentation necessary to verify the configuration and location of the Rights-of-Way (ROW) for Youngfield Street, Interstate-70, and West 44th Avenue within Sections 20 and 21, and West 45th Avenue in Section 21 North.
 - e. Research information including subdivision plats, deeds, easements, and other legal records to substantiate lot dimensions, ownership and verify existing public ROW as necessary to accurately locate the public ROW within Sections 20 and 21.
 - f. All surveyed ROW information shall be performed on the *Current City Datum*, maintaining current survey-grade accuracy of all field data.
 - g. All researched ROW information shall be converted to the *Current City Datum*, maintaining the highest level of accuracy possible from those documents.
 - h. Prepare a set of the adjusted Half-Section ROW Maps on the *Current City Datum*, signed and sealed by a Professional Land Surveyor licensed in the State of Colorado. Once prepared, the Half-Section mapping shall be delivered to the City in the following formats:
 - i. Digital:
 1. CAD files in AutoCAD V. 2015 or earlier, using the current AutoCAD layering and title block conventions as specified by the Public Works Engineering Division.
 2. PDF files of the signed and sealed Half-Section Maps.
 - ii. Hardcopy: One (1) paper copy and one (1) set of Mylar® drawings of the Half-Section ROW Maps printed in a format acceptable for direct filing with the Jefferson County Clerk & Recorder.
 - i. Identify and rectify any reasonable problems outside the Scope of this project associated with the existing City half-section maps on the *Current City Datum*. Depending on the magnitude of any discrepancies, inconsistencies, and errors discovered, the rectification of unreasonable problems (i.e., by creation of special subdivision districts) may become cost prohibitive and shall not be considered a part of the Project. All discrepancies found will need to be immediately discussed with the City and any corrective measures approved prior to proceeding with further action.
 - j. Record the Mylar® set of the adjusted Half-Section Maps at the Jefferson County Clerk & Recorder’s Office.
 - k. Create a complete tabulation of all ROW “centerline” intersection points in the *Current City Datum*, adhering to the existing City numbering format. The ROW intersection points are to be delivered in digital spreadsheet and PDF format.
 - l. Provide a written summary report of the Project defining:
 - i. The reconciliation process with explicit details of the adjustment process from the current ROW positioning to the revised ROW positioning, including all field evidence, documentation, and standard practices utilized in the decisions made.
 - ii. Include specific details of any discrepancies or inconsistencies encountered during this project. If the magnitude of the discrepancy will cause the work to go beyond the scope of the Project, include recommendations to rectify the discrepancies or inconsistencies encountered.
2. City Staff – The following activities and/or supplies are expected to be furnished by City staff:
- a. Half-Section ROW Maps – City staff shall review all Half-Section ROW Map drawings prior to creation of the final Mylar® set.
 - b. Centerline Points File - City staff shall review the centerline point file prior to finalization of the project.
 - c. City Supplied Items – The City of Wheat Ridge Department of Public Works staff shall supply all *Current City Datum* coordinates and existing Right-of-Way map information on file at the City.
 - d. Monumentation Hardware - Any Section Corner, Quarter Corner, or ROW monumentation hardware that may be required to complete this project will be supplied by the City of Wheat Ridge Public Works staff upon request.

General Requirements

This Section contains general requirements that will be necessary to provide the Services required in a City Public Works Project. Other requirements may be included in a specific Public Works Project.

1. Document Format Requirements and Document Control

All documentation prepared by the Consultant shall be in written text to include, but not be limited to, manuals, plans, correspondence, drawings, graphs, spreadsheets, charts, illustrations, etc. The deliverable media shall be standard 8.5 x 11 inch bound text documents, standard 24 x 36-inch drawings and half size 11 x 17-inch drawings.

All documentation shall be written to industry standards, indexed, complete, accurate, legible and subject to review and approval by the City.

All digital format deliverables shall be furnished on CD-ROM or DVD-ROM unless otherwise stated or agreed upon.

The Consultant shall be required to provide complete security and confidentiality for all data and information. Data and information shall not be released without specific City authorization. Requests for release of any public information shall be referred to the City.

All information and documentation prepared by the Consultant shall be owned by the City for full City use and shall be surrendered to the City when requested.

2. Standard Computer Applications

All documents submitted by the Consultant shall also be provided in an electronic format acceptable to the City. The Consultant shall maintain compatibility with City applications and operating systems, logical electronic filing system and electronic files of all documents produced and provide such files to the City, when requested.

Currently the City has recognized the following applications as standard for City work and submissions:

Operating Environment	Microsoft Windows 7
Word Processing - WORD	Microsoft Office 2010/2013
Spreadsheet - EXCEL	Microsoft Office 2010/2013
Database - ACCESS	Microsoft Office 2010/2013
Project Management -PROJECT	Microsoft Office 2010/2013
GIS	ArcGIS v10.3
Drafting	AutoCAD 2015 (Civil 3D 2015)

The City may upgrade these applications throughout the term of the Agreement and the Consultant will be required to be compatible with City applications at all times at no additional charge to the City. The City will provide the Consultant with sufficient prior notice of upgrades to allow the Consultant to become compatible when required. Reformatting of documents previously delivered to the City will not be required unless Consultant is paid for such reformatting.

3. Office Space

The Consultant may be provided office space at City Facilities for Services under this Agreement. The Consultant may be required to share the space with other City contractors or consultants.

III. SELECTION PROCESS AND EVALUATION CRITERIA

The selection committee may make a selection based on the qualification submittals received or may choose to "short list" prospective firms for further negotiations. The selection process may involve two stages:

- 1) Written submittals will be evaluated and scored,
- 2) Oral interviews with the highest-ranking firms, if requested, and consideration of proposed fee schedules.

Elements that will be considered by the panel when scoring your submittal:

A. Submittal Requirements

Submittal Due Date: October 20, 2016 by 4:00 PM (Local Time)

Firms are scored on their past experience for the type of work involved. **Firms are not to submit fee proposals in their initial submittal.** Submittals should be formatted to correspond exactly to the following information requirements. Clear and concise responses are appreciated. The total all-inclusive page limit is 75 pages letter size.

If you would like to incorporate the City marketing logo or City seal on your information, please contact Jayme McRimmon via email: jmcrimmo@ci.wheatridge.co.us.

The awarded firm must be willing to enter into an Agreement with the City of Wheat Ridge substantially in the form as attached.

Submit the following information in your proposal in this order, and follow the evaluation criteria listed below:

Signature Page, Forms, Insurance Requirements

- a. Complete and sign, "Proposer Information and Addendum Acknowledgement" aka Signature Page
- b. Illegal Alien Form
- c. Non-Discrimination Assurance Form
- d. Provide a statement agreeing to provide and maintain insurance per the agreement requirements

B. Selection Process

1. Firm Capabilities and Past Performance (35% of Total Score)

- a. Qualifications and capabilities of firm.
- b. Experience in working with government agencies.
- c. Experience overseeing and coordinating multiple concurrent projects.
- d. List a minimum of five similar projects, completed by the qualifying firm or team, which have been completed within the past (5) five years. Include information regarding any sub-consultants that will be used for this project. Include: project name, owner, fees earned, projected completion date, actual completion date, over/under budget %, and summary of work.

2. Personnel (30% of Total Score)

- a. Experience of the project manager, key staff with projects requiring Land Surveying Services. Include resumes and qualifications of staff that are to be assigned to work on these Wheat Ridge projects if awarded.
- b. Experience with projects for public clients including familiarity with governmental decision-making and review process.
- c. Provide project references specific to the project manager: Include the name and current telephone number of the Owner's project manager for every project listed, total dollar amount and brief summary of work performed including completion dates.

3. Project Approach (20% of Total Score)

- e. Identify any foreseeable problems in the implementation of the program.
- f. Describe how the objectives identified will be achieved.
- g. Demonstrate your understanding of the technical requirements.
- h. Discuss quality control methodology, including adherence to State and local procedures, land surveying documentation coordination and completion, and assurance of document quality.
- i. Discuss cost control methodology.

4. Schedule (5% of Total Score)

- a. Demonstrate the ability of the Consultant's personnel to manage the schedule.
- b. Provide information on the current and projected workload for the next six (6) months for assigned personnel.

5. Location (5% of Total Score)

- a. Proximity of firm's office.
- b. Firm's familiarity with the project area.

Short-listed firms may be invited to an interview, and/or requested to provide a (sealed) fee proposal. The City reserves the option to enter negotiations with the top-ranked firm/team following the qualifications submittal review, without conducting interviews, if in the best interest of the City.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local and by our clock.

RFQ Issued & Advertised	September 26 and October 3, 2016
Questions due	October 6, 2016 by noon
Final Addendum	October 12, 2016
Submittal Due Date and Time	Thursday, October 20, 2016 by 4:00 pm
Short List	November 1, 2016
Interview, Scope and leave behind Fee Schedule	November 8, 2016
Negotiations	Week of November 14, 2016
CAF	November 18, 2016
Council Approval	November 28, 2016

VI. ADMINISTRATIVE AND OFFEROR INFORMATION

1. SUBMITTAL OPENING, EVALUATION AND AWARD

Submittals will be examined after opening. Submittals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of qualifications and the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No submittal may be withdrawn for a period of ninety (90) calendar days of the RFQ opening date.

2. SALES & USE TAXES

Do not include sales or use taxes in your bid. Please contact the Sales Tax Division for current status related to sales and use taxes for City projects.

3. PROPOSER QUALIFICATIONS

No submittal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Section II, Statement of Work.

4. RIGHT TO INVESTIGATE

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past consultants, employees and creditors. Unfavorable responses to these investigations are grounds for rejection of the submittal.

5. NO COMMITMENT BY CITY OF WHEAT RIDGE

This Request for Qualifications does not commit the City of Wheat Ridge to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submittal to this Request, or to procure or contract for services or supplies. In acceptance of submittals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the proposers as to any features of their submittals and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the qualified proposers.

6. PROPOSAL REPRESENTATION

Each Proposer must sign the submittal with their usual signature and shall give their full business address on the form provided in this RFQ. Submittals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Submittals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. ANTI COLLUSION CLAUSE

No officer or employee of the City of Wheat Ridge, and no other public official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any

personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this Service.

8. **INSURANCE**

The successful Proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage as follows:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation Including Occupational Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Employer's Liability	\$500,000 each person; \$500,000 each accident; \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Professional Liability, Errors and Omissions	\$1,000,000 each occurrence

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Proposer shall deliver, to the City, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation and Professional Liability, Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance - The contractor shall provide workers' compensation insurance coverage for all persons employed to perform the work to be done under the contract and assure that all workers will receive the compensation for compensable injuries. A copy of the workers compensation policy is required to be submitted to the City as part of this Proposal.

Professional Liability Insurance - Evidence of Professional Liability Insurance will be required upon award of the project.

9. **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout and herein incorporated here by reference.

10. **SUBCONTRACTING**

No portion of this Work may be subcontracted without the prior written approval by the City.

11. **SALES PROHIBITED / CONFLICT OF INTEREST**

No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

12. **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City unless made in writing and signed by authorized agents of both parties.

13. **CANCELLATION**

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

14. **TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Agency, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Proposer and the City may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the City from the successful Proposer is determined.

15. **TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

16. **EQUAL OPPORTUNITY**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

17. **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18. **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The word "firm/bidder/proposer" means any person, partnership, corporation or other entity.

19. **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by proposers during the RFQ process in confidence until the date of an award. After that date, submittals will become public record. Proposers may request parts of their submittals to remain confidential and shall indicate in the submittal and on the appropriate proprietary or financial pages. All information included in any submittal that is of a proprietary nature must be **clearly** marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the submitting firm.

20. **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third party communications during the procurement process to prevent biased evaluations and compromises of confidential information and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contact representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in rejection of the offending firm's offer.

21. **SUBMITTAL FORMAT**

All responses to this Request for Qualifications shall use the proposer's format except for those pages, which have blanks to be filled in by the proposer or those pages marked for return with the submittal. A submittal can be rejected by the City if the firm fails to completely fill in all blanks for evaluation of the submittal or fails to answer all questions. Submittal should be prepared initially on the most favorable terms. All submittals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional material. All costs, including travel and expenses incurred in the preparation of this submittal, shall be borne solely by the proposer.

22. **SUBMITTAL REJECTION AND/OR PARTIAL ACCEPTANCE**

The City reserves the right to:

- reject any and all submittals
- accept other than the lowest price
- waive minor defects or technicalities, formalities and informalities
- accept in whole or in part such submittal where it is deemed advisable
- make an award on the basis of the apparent greatest benefit to the City
- make an award on the basis of the apparent best qualifications
- alter the scope of work reasonably and RFQ documents until a contract is executed

23. **GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the successful respondent and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Jefferson County, Colorado.

24. **TAXES AND LICENSES BY THE AWARDED CONTRACTOR/CONSULTANT**

Contractor/Consultant shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform this work. Contractor/Consultant shall furnish the City upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor/Consultant shall promptly pay, when due, all bills, debts and obligations it incurs performing work under this agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

25. **PROMPT PAYMENT DISCOUNTS**

In determining the most responsive priced fee proposal(s), the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

26. **OWNERSHIP OF CONTRACT PRODUCTS**

All products produced from the awarded contract shall be the sole property of the City.

27. **FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor/Consultant is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1 of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

28. **INDEMNIFICATION**

The Contractor/Consultant agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor/Consultant to provide services pursuant to the terms of this Agreement.

29. **INDEPENDENT CONTRACTOR**

The firm is an independent contractor. Notwithstanding any provision appearing in this RFQ, all personnel assigned by the firm to perform work under the terms of this RFQ and any subsequent agreement shall be, and remain at all times, employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any purpose.

30. **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. However, the responsibility for determining the full extent to the exposure and the verification of all information shall rest solely with the respondent. The City is not responsible for any errors or omissions in the specification or for the failure on the part of the respondent in determining the full extent of exposure.

31. **DEBRIEFING**

Respondents not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's submittal, as well as firms that were on the short list but not selected, may request a debriefing after they have been notified that an award has been made. A debriefing may be scheduled with the Purchasing Agent.

32. **SECURITY ACCESS CARDS**

The City may issue security access cards to assigned workers. It will be the discretion of the City if the access cards are issued specifically for each worker or a guest card may be issued.

33. **SAMPLE AGREEMENT**

A sample agreement is provided for your review if your firm is awarded. Do not complete nor enclose with your submittal. It is for information only.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE

**CITY OF WHEAT RIDGE
RFQ-JN-16-33
LAND SURVEYING SERVICES
For RIGHT-OF-WAY MAPPING ADJUSTMENT**

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN/SSN (Required) _____
Federal I.D. Number

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
This is required. Must be in ink.

TYPED/PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDUMS

ACKNOWLEDGE ADDENDUM: Bidder is responsible for confirming receipt of each addendum, please initial.

#1 _____ #2 _____ #3 _____ #4 _____

INITIAL YOU REVIEWED EACH ADDENDUM FOR THIS PROJECT _____

VISA IS THE PREFERRED PAYMENT METHOD.

DO YOU ACCEPT VISA WITHOUT EXTRA FEES? _____

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924.

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE.

Signature acknowledges that Proposer: 1) has read the bid documents thoroughly before submitting a proposal 2) will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions 3) is capable of performing quality work to achieve the City objectives and 4) is submitting without collusion with any other firm. You must submit a proposal with an authorized signature.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20_____

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

AUTHORIZED SIGNATURE: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination of the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.



RFQ-JN-16-3
LAND SURVEYING SERVICES
For RIGHT-OF-WAY MAPPING ADJUSTMENT
SAMPLE AGREEMENT, FOR YOUR REVIEW ONLY

THIS AGREEMENT made this ____ day of _____ 2016, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and **FIRM, CITY, STATE**, a _____ corporation hereinafter referred to as the "Consultant or Contractor".

WITNESSETH, that the City of Wheat Ridge and the Consultant agree as follows:

ARTICLE 1 – SERVICES

The Consultant shall serve as the City's Contractor and provide as a minimum all of the professional services required as per **RFQ-JN-16-33 LAND SURVEYING SERVICES for RIGHT-OF-WAY MAPPING ADJUSTMENT**, as more fully described in the Request for Qualifications and Consultant's response to the RFQ (Exhibit I) (attached hereto and) incorporated herein by reference.

ARTICLE 2 – TERM

Following award, the project is expected to start in January 2017 and to be completed within 180 days.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant a not to exceed amount of _____.

A. Invoices by Task

Invoices may be submitted monthly by the Consultant for services performed and expenses incurred pursuant to this Agreement during the prior month. The payment will be expedited by the User Department and processed as a VISA transaction within 2 business days of the City approval or the City may elect the alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of the receipt. A check is mailed.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this Agreement, the Consultant acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The Consultant, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverage of insurance.

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation Including Occupational Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Employer's Liability	\$500,000 each person; \$500,000 each accident; \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Professional Liability, Errors and Omissions	\$1,000,000 each occurrence

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation and Professional Liability, Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Qualifications, or if no provision exists, pursuant to the terms of the Change Order.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship., The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS AND ORDINANCES

The Contractor at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and Local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this Agreement may be canceled for cause, by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

ARTICLE 12 – NOTICES

	City	Contractor
Contact Name		
Phone		
Cell		
Email address	--@ci.wheatridge.co.us	
Address	7500 W. 29 th Ave.	
City, State, Zip	Wheat Ridge, CO 80033	

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-contractor.

ARTICLE 14 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- D. The Contractor is prohibited from using the Program’s procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 18 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in **two (2)** copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

OWNER

JANELLE SHAVER, CITY CLERK

**CITY OF WHEAT RIDGE
7500 W 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900**

DATE

JOYCE JAY, MAYOR

(Seal)

CONTRACTOR

APPROVED AS TO FORM:

**FIRM
ADDRESS
CITY STATE**

GERALD DAHL, CITY ATTORNEY

AUTHORIZED SIGNATURE

ATTEST TO CONTRACTOR:

NAME

PRINT NAME

TITLE

TITLE

DATE

DATE