



**Request for Proposal
RFP-5351-24-KF**

Professional Right of Way Acquisition Services

RESPONSES DUE:

January 18, 2024, before 2:00 p.m. (Mountain Time)

Accepting Electronic Responses Only

Submitted Through the

Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

(Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror MUST contact RMEPS to resolve the issue before the response deadline 800-835-4603)

**NOTE: All City solicitation openings will be held virtually,
information is in Section 1.8.**

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970-244-1513

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

Section 1.0: Administrative Information & Conditions For Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal.
- 1.3. **Issuing Office:** The Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:
- Kathleen Franklin
kathleenf@gjcity.org
- Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. **Purpose:** The City of Grand Junction, Colorado is requesting proposals from qualified professional Firms to provide right-of-way acquisition services on an 'as-needed' basis. The successful Offeror, hereinafter referred to as Consultant must be prepared to perform services as outlined in Section 4. It is the City's goal to obtain professional services from a Consultant who will provide high-quality customer service and project management. Services shall be provided under the terms and conditions of this RFP.
- 1.5. **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

- 1.7. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.8. **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed, in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, Professional Right of Way Acquisition Services, RFP-5351-24-KF
Jan 18, 2024, 2:00 – 2:30 PM (America/Denver)**

Please join the meeting from a computer, tablet, or smartphone.

<https://meet.goto.com/207095965>

Dial in using a phone.

Access Code: 207-095-965

United States: +1 (872) 240-3212

Join from a video-conferencing room or system.

Meeting ID: 207-095-965

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 207095965@67.217.95.2 or 67.217.95.2##207095965

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.9. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. **Altering Proposals:** Any alterations made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.11. **Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only before award.
- 1.12. **Acceptance of Proposal Content:** The Proposal selected by the Owner shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Consultant” or “Firm.”
- 1.13. **Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through

the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. An Offeror(s) must acknowledge receipt of all addenda in the proposals.

- 1.14. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.
- 1.15. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the Contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.16. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.17. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the required or proposed schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.18. Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.

- 1.19. **Public Opening:** Proposal(s) shall be opened publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the company name(s) and business location of the proposing Offeror(s) will be disclosed.

Section 2.0: General Contract Terms and Conditions

- 2.1. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.
- 2.3. **Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. **Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract.

- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the payment application, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Firm, of the value of Service(s) performed following the Contract Documents. The Service(s) performed by the Firm shall be following generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable laws ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss.
- 2.7. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm signed by the Purchasing Agent issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.9. Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of the condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the Contract without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.

- 2.12. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the course of performing such Services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.17. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.18. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.20.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.20.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
- 2.20.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.22. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Firm to perform following the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time under the terms thereof.
- 2.25. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.
- 2.26. Indemnification:** The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.27. Independent Firm:** The Firm shall be legally considered an independent of the Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any

insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All documents, plans, concepts, and work prepared under the Contact, *etc.*, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s) and/or other intellectual property protections. In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.32. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.33. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.34. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity according to Colorado Law.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.37. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or

state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.

2.38. Gratuities: The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

2.39. Performance of the Contract: The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.

2.40. Benefit Claims: The Owner shall not provide to the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

2.41. Default: The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.

2.42. Multiple Offers: If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.

5.1. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating Firms. All participating entities will be required to abide by the specifications, terms, conditions, and prices established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing offices or use its purchasing cards for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggyback" on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.43. Definitions:

2.43.1. "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

- 2.43.2.** “Firm” is the person, organization, entity, or consultant identified as such in the proposal and is referred to throughout the Contract. The term Firm means the Firm or its authorized representative(s).
- 2.43.3.** “Offeror” refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
- 2.43.4.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.43.5.** “Subcontractor is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.
- 2.44. Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.

Section 3.0: Insurance Requirements

- 3.1. Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation: The Firm shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.
- (b) General Liability insurance with minimum combined single limits of:
- ONE MILLION DOLLARS (\$1,000,000) for each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision.

- (c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

- (d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

- (e) Technology-related errors and omissions liability and cyber-liability coverage with limits of:

TWO MILLION (\$2,000,000) for each occurrence and

TWO MILLION (\$2,000,000) aggregate

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), (c), and (e) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

- 4.1. General:** The City of Grand Junction desires to enter into an annual contract with a professional right-of-way (ROW) acquisition firm to provide all related services as required, on an “as needed” basis. The City is continuing to invest the \$70 million in capacity-enhancing improvements funded in 2019. The City anticipates five to seven ROW projects over the contract period varying in size from 5 to 40 ownerships in addition to projects that may be funded as part of future budget cycles.
- 4.2. Acquisition Services:** Right-of-way acquisition services shall be performed by individuals who have been qualified by the Colorado Department of Transportation (CDOT) to perform right-of-way acquisition services right-of-way acquisition services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 8 of the [CDOT Right of Way Manual](#). All right-of-way acquisition services shall follow all internal policies and procedures of the City and/or CDOT and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff. Right of Way acquisition services may include but may not be limited to:
- 4.2.1 Initial Owner Contacts/Property Owner Appraisals/Value Finding:** As soon as practicable after receiving notice to proceed from the City Project Manager, the Consultant shall initiate contact with all persons having an interest of record (Owner) in any parcel to be acquired. The Consultant may initiate contact either in person, by telephone, by certified mail, return receipt requested, or by express mail. In conjunction with the initial contact, the Consultant shall deliver to the owner, either personally by hand or by certified mail, return receipt requested, a Notice of Intent to Acquire (Notice) in compliance with CRS 38-1-121. The Notice shall contain a description of the real property interests to be acquired. The Notice shall be accompanied by a copy of the appropriate plan sheet identifying the location of the real property interests to be acquired and a CDOT brochure explaining the Department’s acquisition program. If the property to be acquired has an estimated value of \$5,000 or more, the Notice shall advise the Owner that the City shall pay the reasonable costs of an appraisal according to subsection (2) of CRS 38-1-121. The Notice delivered under this circumstance shall be accompanied by, in addition to the items listed above, a complete copy of CRS 38-1-121 and a copy of CDOT’s [Minimum Appraisal Requirements for Property Owner Appraisal Reports](#). Further, the Notice delivered under this circumstance shall advise the owner that two (2) copies of the owner’s appraisal or a PDF of the appraisal as directed by City staff, must be received by the Department within 90 days of the date of the Notice to qualify for payment by the City.

As soon as practicable upon receipt from each owner, the Consultant shall deliver two (2) copies of each owner appraisal or a PDF of the appraisal as directed by City staff, together with invoices associated therewith, to the City Project Manager. The City Project Manager will deliver the owner appraisals to the CDOT Appraisal Review Section when applicable. The City Project Manager will also arrange for payment of the owner's appraisals upon CDOT’s review and acceptance of the owner’s appraisal.

4.2.2

The Consultant shall, when directed by the City Project Manager, prepare value findings (also known as waiver valuations) for parcels to be acquired that have an estimated value of less than \$5,000. The value findings shall be prepared under Chapter 4 of the [CDOT Right of Way Manual](#). Where projects rely solely on City funding, waiver valuation limits may be amended, at the direction of City staff and management.

If at any time the Consultant observes any activities on the owner's property not previously observed that might indicate the presence of hazardous materials or toxic substances, the Consultant shall immediately notify the City Project Manager.

4.2.3 Negotiations: The Consultant shall assign the parcels to be acquired to a Real Estate Specialist upon receipt of the City's reviewed and approved fair market value determination. The Consultant's Real Estate Specialist shall, before contacting the owner to make the offer, thoroughly review and become familiar with all project-related information furnished by the City including, but not limited to, legal descriptions, project design plans, title commitments, appraisal reports, and all available CDOT acquisition and relocation forms and brochures. If the owner claims to be represented by another party, including an attorney, the Consultant's Real Estate Specialist shall obtain from the owner a letter of representation before making the offer to the owner's representative.

The fair market value determination established by the valuation process (appraisal or value finding) as approved by the City and CDOT shall serve as the basis for the written offer of just compensation to the property owner. The Consultant's Real Estate Specialist shall deliver an Offer to Acquire, also known as a Notice of Interest, to the owner or the owner's representative either personally by hand or by certified mail, return receipt requested, or by express mail. The written offer shall include the following documents:

1. The offer letter;
2. A Summary Statement of Just Compensation;
3. Memorandum of Agreement;
4. A brochure that explains the CDOT's acquisition program;
5. A Federal Form W-9;
6. A Demographic Information Form; and
7. Self-addressed, postage-prepaid return envelopes.

The foregoing documents must provide sufficient information so the owner can make a reasonable judgment concerning the amount of the offer. The following is the minimum information that shall be included in said documents:

1. The amount established as just compensation, including a written explanation of the basis for the offer and, if applicable, the amount for damages and/or benefits to the remainder. The compensation offered for the real property to be acquired and for damages to the remaining real

property shall be separately stated.

2. A description and location identification of the real property and the interest in the real property being acquired. The description shall include both legal descriptions and an identification that is understandable to the owner.
3. Identification of buildings, structures, and other improvements (including removable buildings, equipment, and trade fixtures) considered to be part of the real property to be acquired. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by the offer.

The Consultant's Real Estate Specialist shall review the foregoing documents with the owner and shall fully explain to the owner the City and CDOT's acquisition processes and the scope of the Project as it pertains to the owner's property. The Consultant's Real Estate Specialist shall conduct good-faith negotiations with each property owner.

If the owner provides information that may dictate a need for a revision to the offer, or if any items appear to be missing from the appraisal or plans, the Consultant's Real Estate Specialist shall notify the City Project Manager.

Upon the owner's acceptance of the offer, the Consultant's Real Estate Specialist shall prepare and submit to the owner for signature a settlement package consisting of a Memorandum of Agreement, Federal Form W-9, releases of interests from tenants who may have an interest in the property interest being acquired (CDOT Form # 232) and, for properties encumbered by Deed(s) of Trust, an Owner Authorization Letter, and all other appurtenant documents. After execution of the foregoing documents, together with a completed "County Tax Pro-ration Request" (CDOT form # 793) and/or tax certificate, if required, shall be submitted to the City Project Manager. The City Project Manager will forward the settlement package to CDOT for review and approval.

If during the negotiation process, the owner provides a counteroffer, the Consultant's Real Estate Specialist will forward the counteroffer, along with an analysis and recommendation, to the City Project Manager.

If an initial offer to the property owner is not successful, the Consultant's Real Estate Specialist shall, at the direction of the City Project Manager, deliver a final written offer to the property owner. The final written offer shall be delivered either by hand, by certified mail, return receipt requested, or by express mail.

- 4.2.4 Title Insurance and Closings:** Upon approval of the settlement package, the City will forward a cash warrant, the appropriate conveyance instrument(s), and any other closing documents to the Consultant's Real Estate Specialist, who shall coordinate the closing with the assigned title company and secure a signed "Escrow Instructions and Receipt of Warrant" document. All liens shall be

released/satisfied and recorded before the disbursement of the warrant unless otherwise directed by the City Project Manager.

The City and/or CDOT shall determine when the Consultant shall utilize the services of a title company for title insurance and closing purposes. When the City determines that a Title Company shall be used, the Consultant's Real Estate Specialist shall facilitate and coordinate these services under the direction of the City Project Manager. The Department will also determine which closing services will be performed by the Consultant. In instances where the settlement is over \$5,000, the Consultant shall not close and shall not disburse funds directly to the owner.

The services to be provided by the Consultant may include:

- a) updating title commitments to the time of closing and securing a title policy on all fee-taking parcels, which include legible copies of all supporting documents referenced therein;
- b) coordinating and reviewing all closing documents for quality assurance purposes; and
- c) attending closings with the assigned title company and ensuring that all documents are executed properly, all liens are satisfied/released, all taxes and assessments are paid before the disbursement of the warrant, and all appropriate documents are promptly recorded after closing, and returned to the City Project Manager after recordation.

Written closing instructions provided by the title company and all necessary closing documents will be reviewed and coordinated with the Consultant on closings. Once in final form, they shall be provided to the City for final approval before disbursement of funds.

In cases when the City determines that settlements are within applicable guidelines that permit the Consultant's Real Estate Specialist to perform closings without the services of a title company, the Consultant's Real Estate Specialist shall update existing title commitments, perform the closings, and provide copies of recorded documents as requested by the City. The Consultant's Real Estate Specialist shall calculate final settlement amounts, prepare closing statements, and perform other closing functions as requested. Services may include but are not limited to, collecting pro-rated taxes and assessments, ensuring all documents are executed properly and all liens are released/satisfied before disbursement of the warrant, and ensuring that the appropriate documents are recorded promptly after closing and returned to the City Project Manager. All closing documents are to be reviewed by the City Project Manager before disbursement of funds unless it is determined otherwise by the City Project Manager

4.2.5 Condemnation: If the owner refuses to accept the final offer, a condemnation package (including the Real Estate Specialist's log, updated title information, and

other related negotiation information) will be prepared and submitted to the City Project Manager, following the schedule provided by the City Project Manager.

If required, an Agreement for Possession and Use (CDOT Form # 228) may be obtained from the owner before filing a request for condemnation. The use of this form and process must be discussed and evaluated on a parcel-by-parcel basis with the City Project Manager. In addition, the City Project Manager must receive approval from the CDOT Region Project Manager.

Throughout the condemnation process, Consultant personnel will be available to assist in any aspect of the condemnation proceeding, including the review of the negotiations through litigation under the terms of the Consultant's contract and RFP

- 4.3. Relocation Services:** All relocation services shall be performed by individuals who have been qualified by CDOT to perform relocation functions. All relocation services shall be administered in conformance with applicable Federal and State laws, including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and Chapter 5 of the [CDOT Right of Way Manual](#). All relocation services shall follow all internal policies and procedures of the City and/or CDOT and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff.

The Consultant will complete and submit to the City Project Manager an Acquisition Stage Relocation Study. The study will include copies of CDOT Form # 558 and Form # 557 and related documents. The Consultant's Real Estate Specialist shall provide the remaining relocation services including but not limited to:

- Explaining in general terms, eligibility requirements to each potential displacee. In addition, each potential displacee will be provided with a copy of CDOT's Relocation Brochure.
- Advising each potential displacee of the location of the Project Office (if required or known at the time) and the phone number of the Consultant's Real Estate Specialist who will be assisting them in the relocation process.
- If requested the Consultant's Real Estate Specialist shall perform extensive research and analysis for unique relocation problems encountered along with such ways to mitigate hardships and to complete the Project in an orderly and humane manner.

Eligibility and Computation of Entitlements.

The Consultant's Real Estate Specialist shall obtain bids following procedures in the [CDOT Right of Way Manual](#), Chapter 5. The inventory, determinations, claims, and supporting documents shall be prepared by the Consultant's Real Estate Specialist and submitted to the City or CDOT Region Project Manager for review and approval following the City and/or CDOT's procedures. Upon approval by the City and/or CDOT the Consultant's Real Estate Specialist shall obtain claim form signatures and return the forms for warrant request.

Advisory Assistance and Notices.

Each person or business in occupancy of the property to be acquired, at the time of the initial written offer (initiation of negotiations), shall be provided with an explanation of relocation entitlements to which it may be entitled, advisory services to be provided, and a notice that the occupant will not be required to vacate for a minimum of ninety (90) days. Additionally, it will be provided the CDOT Relocation Brochure.

The Consultant's Real Estate Specialist shall fully explain the specific benefits the displacee is entitled to receive and the process which must be followed to receive the maximum entitlements. The Consultant's Real Estate Specialist shall caution the displacee not to move before its eligibility and entitlement letter and in accordance with applicable procedures.

The Consultant's Real Estate Specialist shall prepare and provide the ninety (90) day and thirty (30) day vacancy notice to the landowner/tenant in accordance with City and/or CDOT procedures.

Application for Relocation Benefits.

Once the determination has been performed, the Consultant's Real Estate Specialist shall assist the displacee in obtaining all documentation necessary to receive its entitlements.

In relocating personal property, the agreed amount for the move or a contract move (whichever method was chosen) will be paid upon verification that all of the personal property has been moved from the acquired site.

During the course of providing relocation assistance, the Consultant's Real Estate Specialist shall maintain a detailed typed report of all contacts made and services provided to the displacee. To the greatest extent possible, the Consultant shall utilize the same Real Estate Specialist to negotiate and provide relocation advisory assistance and relocation payment claims.

- 4.4. Appraisal Services:** All appraisal services shall be performed by individuals who have been qualified by CDOT to provide appraisal services which may include appraisal review. All appraisal services shall be performed following all applicable Federal and State requirements, including, but not limited to, Chapter 3 of the [CDOT Right of Way Manual](#). All appraisal services shall follow all internal policies and procedures of the City and/or CDOT, as directed, and shall be coordinated with and subject to approval by the City and/or CDOT Region ROW staff.
- 4.5. Quality Assurance And Records Management:** The Consultant shall submit two (2) complete files for each parcel, one original and one duplicate, to the City Project Manager. The files shall include all documents affecting the parcel including, but not limited to appraisals, value findings/fair market value determinations, negotiation records/logs with the Real Estate Specialist's certification, letters, memos, memoranda of ownership, title commitments/title policies, closing instructions and statements, recorded deeds, releases/satisfactions, and any other documents.

A quality assurance review will be performed by the Consultant on all parcel files to determine that all documentation is proper and to demonstrate compliance with CDOT requirements.

The City will provide a special CDOT reporting form of the projected target and status of parcels to the Consultant's Real Estate Specialist. It shall be the responsibility of the Consultant's Real Estate Specialist to keep the form updated and current weekly or as often as deemed necessary by the City Project Manager. The report shall be completed and forwarded via e-mail to the City Project Manager at the end of each work week or when deemed necessary by the City Project Manager.

All files and records will be maintained in a secure location, available for inspection by representatives of the City, CDOT, or the Federal Highway Administration. If deficiencies are found or if there is a need for additional information, the Consultant's Real Estate Specialist shall provide such information promptly.

4.6. Project Management:

4.6.1. Oversight Activities: The Consultant's activities will be coordinated by a principal of the company, or its designee, who will be responsible for coordination with the City Project Manager. When required by the City, the principal for the Consultant shall attend project review meetings, provide oversight of project field activities, provide status reports of activities, and schedule updates. All real estate closings shall be under the supervision of the Consultant principal/broker.

4.6.2. Quality Assurance Program: The Consultant shall furnish the City with a comprehensive Quality Assurance Program Plan for conducting weekly reviews of all work related to a specific project/parcel. These reviews shall encompass reviewing files, both completed and those with ongoing activities, to ensure the thoroughness of all activities being provided. Additionally, bi-weekly reviews of all activities will be conducted with the Consultant, and its staff, to ensure the status of all pending activities.

4.6.3. Coordination: The City Project Manager may request that certain parcels be addressed and given priority over others if deemed necessary.

The Consultant may be required to attend meetings at the Engineering and Transportation office at 244 N 7th St. Grand Junction, CO 81501, or other locations as specified and requested by the City Project Manager.

4.7. Project Schedule: The Consultant shall initiate Project activities upon written Notice to Proceed by the City Project Manager.

4.8. Prequalification: Consultants and sub-consultant appraisers must have completed the prequalification process through the Colorado Department of Transportation. Proposals submitted by Firms that have not been prequalified will not be considered for evaluation.

4.9. City Project Manager: This will vary by project. Konrad Vallard, Real Estate Manager, Engineering and Transportation will oversee all ROW Acquisitions for the Contract, reachable at (970) 256-4097 or via email at konradv@gjcity.org.

4.10. Special Conditions & Provisions:

4.10.1. Fee/Price Proposal: Pricing for the services shall be all-inclusive, including, but not limited to: labor, materials, equipment, travel, design, drawings, documentation, work, shipping/freight, licenses, permits, fees, and any related costs, *etc.*

Provide a comprehensive general fee sheet listing all, direct charges, potential costs, and associated service fees related to right-of-way acquisition services. This list should include a detailed breakdown for employee and subcontractor of both hourly rates and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.

All fees and pricing will be subject to negotiation by the Owner.

4.10.2. Award: The City may, at its discretion, make a single or multiple contract award(s), or make awards for a primary and secondary service provider.

4.10.3. Laws, Codes, Rules, and Regulations: The Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.10.4. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Contract Administrator or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.10.5. Contract Administrator: The Contract Administrator for the City is Duane Hoff, Jr., reachable at (970) 244-1545. All inquiries, issues, and communications during the Contract period should be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.11. Contract Term: The Contract will begin upon award and will run through December 31, 2024. The awarded Firm and Owner may mutually agree to renew this Proposal or subsequent contract for up to three (3) additional one (1) year contract periods, contingent upon available fiscal year funding and under the same terms and conditions and fees of the Contract.

4.12. Attached Documents: (click links for access)

None

4.13. RFP Tentative Time Schedule:

- | | |
|--|---------------------|
| • Request for Proposal available | December 15, 2023 |
| • Inquiry deadline, no questions after this date | January 10, 2024 |
| • Final Addendum Posted | January 12, 2024 |
| • Submittal deadline for proposals | January 18, 2024 |
| • Owner evaluation of proposals | January 18-24, 2024 |
| • Interviews, <i>if required</i> | January 29-31, 2024 |
| • Final Selection | February 5, 2024 |
| • City Council Approval | February 21, 2024 |
| • Contact execution | February 26, 2024 |

4.14. Questions Regarding Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and for electronic submission of proposals. (Note: “free” registration may take to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate its interest in this Project, show its specific experience, and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Firm. The statement shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offeror(s) must present its qualifications and demonstrate relevant experience and credentials for consideration as a contract provider to the City of Grand Junction. This should encompass a strong track record in handling projects of a similar nature.
- C. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed strategy or plan for achieving these objectives. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives will be met.
- D. References:** Provide a minimum of three (3) government and/or municipal references that can attest to the Firm’s experience in projects of similar scope and size. **Include a summary of the project completed with** the client name, address, point of contact person, telephone number, email address, project dates, project description, *etc.*
- E. Fee/Price Proposal:** Provide a comprehensive general fee sheet listing all, direct charges, potential costs, and associated service fees related to right-of-way acquisition

services. This list should include a detailed breakdown for employee and subcontractor of both hourly rates and flat-rate fees, where applicable, along with a description of the services associated with each cost or fee.

- F. Legal Proceedings/Lawsuits:** Provide a comprehensive overview of any legal proceedings or lawsuits involving the Firm within the last five years, those currently ongoing, or any with pending status. For each instance, describe the underlying reason or cause, as well as the outcome or current status. This information will be crucial in assessing the legal background of the Firm.

- G. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the services outlined in this RFP.

Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to clearly demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, with the aim of ensuring the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, it is imperative the submitted proposal clearly indicates the Offeror's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria categories and values described below. The City reserves the right to reject any and all portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

Evaluation Criteria and Weighted Values shall be worth ninety (90) %

- **Responsiveness of Submittal to the RFP ten (10) %**
(The Offeror has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives thirty (30) %**
(The Offeror's ability to demonstrate a thorough understanding of the City's goals on this specific Service.)
- **Experience thirty (30) %**
(Offeror's proven proficiency in the successful completion of similar projects.)
- **Strategy & Implementation twenty (20) %**
(Offeror has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item C – Strategy and Implementation Plan for details.)

The following Criteria shall be worth ten (10) %

- **Fees ten (10) %**
(All fees associated with the Services are provided and are complete and comprehensive.)

- 6.4. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.

- Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.

6.5. Negotiations: The City may undertake negotiations with the top-rated Offeror(s) and will not negotiate with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and terminated.

6.6. Interview(s): The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in a virtual, or in-person interview(s) if needed.

6.7. Award: Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Firm.

Section 7.0. Solicitation Response Form

RFP-5351-23-KF “Professional Right of Way Acquisition Services”

Offeror must submit the entire Form completed, dated, and signed.

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered, to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Subcontractor (Name, City, State)</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Offeror or with any competitor.