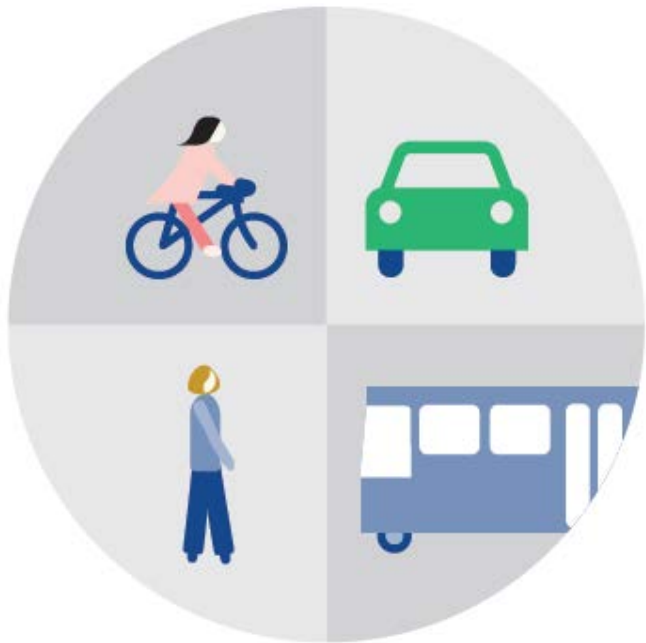


Transportation/Transit Planning and Engineering Services



Request for Qualifications

RFQ 17-388

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Overview

The City of Boise recently adopted the Boise Transportation Action Plan (TAP); a plan that is a roadmap to a modern, well-balanced transportation system that provides real mobility choice while creating great places. Real mobility choice means that citizens have the option to bike, walk, ride or drive in safety and comfort regardless of their age, ability, or economic situation.

The TAP is comprised of Mobility Moves which are high level initiatives that are to advance Boise's transportation values by listing specific infrastructure improvements, program, and areas that would most benefit from those actions. We are looking for a professional firm who can assist the City with the mobility moves but with particular ability to focus on advancing the Downtown Boise Circulator project.

This Request for Qualifications will provide some more background and spell out the kind of services we are looking for and the kind of partner we hope to find to advance several of the City's mobility moves. Qualification statements are due August 9, 2017 at 1:00 pm - see Attachment A for details.

Interested? Read on to find out how you can be a part of this important community initiative.

We envision a City where
all people
enjoy **real transportation choices**
that offer **safety,**
optimize infrastructure,
and support **vibrant neighborhoods.**

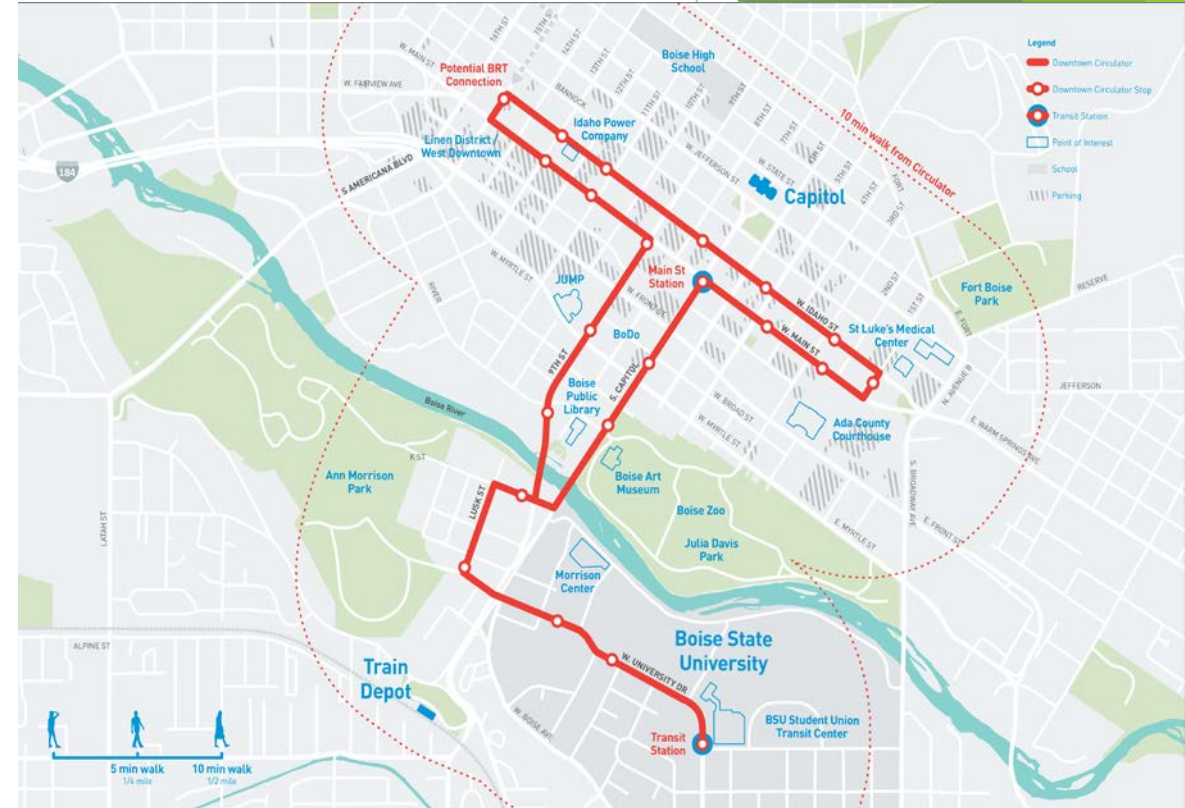
Background/Scope of Services

Downtown Boise Circulator

The City recently completed an Alternatives Analysis for the Downtown Boise Circulator. The results of the analysis identified the "T" route and streetcar as the locally preferred alternative. The City now seeks to take the necessary steps needed to advance the project and potentially apply for Federal grants in the near future.

Potential Scope of Services

- ▶ Assisting the City in developing a local funding plan which include a local funding portfolio which may include local improvement districts, Tax increment financing, institutional partnerships and others opportunities
- ▶ Identifying Federal grant opportunities with particular expertise in Federal Transit Administrations grants and TIGER expertise
- ▶ Identifying and evaluating emerging technologies
- ▶ Ridership estimates
- ▶ Economic activity estimates
- ▶ Developing construction cost estimates
- ▶ Developing operation and maintenance estimates
- ▶ Developing short term and long term schedules and plans



Partner Qualities = Selection Criteria

We are looking for a team whose assigned staff have the following traits:

Understanding of the City's current TAP program and opportunities related to the Mobility Moves (100 points)

Funding Expertise (100 points):

- ▶ Federal funding experience to include an in-depth knowledge of Federal funding opportunities to include the existing and future funding opportunities along with the current and anticipated state of such programs as it relates to Streetcar and Bus Rapid Transit Projects.
- ▶ Local funding experience to include expertise and understanding of Idaho specific funding opportunities related to Local Improvement Districts, Tax increment Financing, and other possible non-Federal funding sources.

Technical Expertise (150 points)

- ▶ Expertise in design and engineering of mobility projects
- ▶ Expertise in navigating through environmental processes
- ▶ Ability to develop cost estimates
- ▶ Ability to develop time lines and schedules for various phases including planning
- ▶ Ability to complete ridership estimates
- ▶ Ability to identify emerging technologies and how they could be used in addressing the Mobility Moves
- ▶ Ability to demonstrate how transit improvements and Economic Activity relate

Demonstration of relevant experience in relation to Streetcar and Bus Rapid Transit projects (100 points).

Statement of Qualifications

We want to keep this simple, so please just submit a qualifications statement in a letter format and keep it to no more than five pages (additional pages for attachments are OK). Please break it into sections along the lines of our selection criteria - Program Understanding (100 points), Funding Expertise (100 points), Technical Expertise (150 points), and relevant experience (100 points).

We believe that the specific staff helping us is more important than just the firm qualifications, so please identify the key staff who we would be working with, and what their roles would be.

For each of those key staff members, please provide a brief synopsis of their experience (and how it relates to the experience we are looking for). It would be helpful to attach resumes for further background.

Please be sure to include the signature page.

SIGNATURE PAGE (RETURN WITH PROPOSAL)

Name of Business:				
Please Print or Type				
Address:				
City:	State:	Zip Code:		
Signature:				
Printed Name:				
Title:				
E-Mail:				
Phone Number:			Date:	
<input type="checkbox"/>	Acknowledgement of Terms & Conditions along with General Conditions.			
Acknowledge Receipt of Addenda	1.	2.	3.	4.

Significant Local Economic Presence:

(Misstatement of local presence may result in disqualification of the proposal by the City Council).

_____ Yes; _____ No

Address:

Provide local address if different than mailing address.

Number of days price will be guaranteed:

(Request minimum of 90 days)

_____ days

- The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation's specifications and specifically constitutes a waiver of any objections to them.
- The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City.



Return with Proposal

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Attachment A - Instructions

The City of Boise, Idaho will accept Statement of Qualifications (proposals) at the Purchasing Office, 150 N. Capitol Blvd., Boise, Idaho, 83702, until **August 9, 2017 at 1:00 pm, local time.**

Proposals must be prepared per the requirements detailed within the solicitation document. Proposal documents are available at no charge with registration through DemandStar or a CD copy can be picked up at the Purchasing Office of the City of Boise, 150 North Capitol Blvd., Boise, Idaho. The link on the City website <http://dfa.cityofboise.org/financial-management/purchasing/rfprfqbids/>

Your submittal packages must include one (1) copy of your proposal plus one (1) electronic copy. The electronic copy **MUST** be identical in content and is to be formatted into one (1) PDF file, it **MUST** include **signed** signature page. PDF file name shall be "project number, followed by company name". All valid Confidential files are to be provided as separate PDF file and title shall be project number, confidential, company name.

E-Bids: Electronic Proposals submitted through DemandStar will also be accepted for this project. Proposals must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your proposal, proposers are encouraged to verify the successful upload of the document.

Sign your electronic proposal. Proposals without written signature will not be accepted.

All E-Bids must be submitted before the scheduled proposal opening. In the event of a technology failure, the City reserves the right to accept all proposals submitted and electronically time stamped prior to proposal opening. The City will require proposal receipt document to be on file as proof of timely submission. The City will not accept proposals after the scheduled time for opening.

The following is presented for clarification of the Anticipated/Preliminary Contract Provisions included in this solicitation and are not intended to replace or take precedence over future Contract Provisions.

1.1 Intent of Solicitation

It is the intent of this solicitation to describe the services being sought in sufficient detail to secure qualified proposals. Proposals will be evaluated using point scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Proposer's Costs

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this solicitation. All materials and documents submitted in response to the solicitation become the property of the City and will not be returned.

1.3 Evaluation of Proposer

Before a contract will be awarded, the City may conduct reference investigations

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as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Boise employees, and may include citizens of the City.

1.4 Reserved Rights

The City of Boise reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined below. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.5 Public Records

The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Proposal to be a trade secret, or otherwise protected from disclosure, you **must**:

- a. Indicate by marking **each page** of the pertinent document confidential; and,
- b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Law and **will not be honored**:

- a. Marking your entire Proposal as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions,

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will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel – **Prior to submission.**

1.6 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Proposal pricing.

1.7 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this solicitation may submit a written notification to the Department of Finance & Administration, to be received no later than noon, four (4) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may deny the protest, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests are to be directed to:

Kathy Chase
City of Boise Purchasing
150 N. Capitol Blvd.
Boise ID 83702
Fax 208-384-3995
kchase@cityofboise.org

1.8 Addenda to the Solicitation

If this specification is modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing through DemandStar, by either fax or email. Verbal modifications are not binding on the City or the Proposer. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal.

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Attachment A - Instructions

1.9 Modification and Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.10 Proposal Questions

Questions and responses of any one Proposer, which the City of Boise deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Boise may, by written notice to all respondents, cancel, postpone or amend the solicitation prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.11 Evaluation and Selection Process

Proposals will be reviewed and evaluated by a selection team based on the proposer's response/qualification. The selection team will use, but will not be limited to, the history from the current and previous projects and customers. If there is insufficient information, the City reserves the right to request additional information and to interview the top proposers.

The City may conduct reference checks by contacting those individuals submitted by the proposer with their proposal in response to this solicitation. In addition, the City may contract references not listed by the proposer.

1.12 Highest Ranked Proposer

The selection of firms will be based on consensus evaluation by the selection team. Once the highest ranked firm has been selected, Boise City will enter into negotiations with the firm to finalize a contract with the initial scope being consulting services to support the exploration efforts. If contract terms cannot be agreed upon with the highest ranked proposer, the City will terminate negotiations with that proposer, and may enter into negotiations with the next highest ranked proposer or may reject all proposals as is in the best interest of the City. The contract or award of proposal shall be awarded to the highest ranked Proposers with all evaluation criteria considered, provided that, the City Council may award the contract to the Proposer it determines appropriate.

1.13 Significant Local Economic Presence

To qualify as a proposer with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the proposal opening.

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- **Metropolitan Impact Area:** Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.14 Proposal Guarantee

The key personnel and team proposed by the proposer shall remain available for this project until the City has evaluated the proposals and awarded a contract, or until 90 days from the proposal submission deadline, whichever occurs sooner.

1.15 Protest of Consultant Selection or Contract Award

A participating proposer may object to the contract award by responding in writing to the City's notice of intent to award the contract within seven (7) calendar days after transmittal of the Notice of Intent to Award letter. The responsive protest must set forth in specific terms the alleged reason the Consultant selection or contract award is erroneous. The judgment used in the scoring by individual evaluators is not grounds for a protest. The protest must be submitted in writing. Any protest addressed to the Mayor or City Council will be referred to the City Purchasing Agent.

- Only persons who submitted a proposal are allowed to protest the award.
- Protest must be in writing and received within seven (7) days of Intent to Award Letter posting.
- Purchasing will address the protest with input from Project Manager if necessary.
- After receipt of protest response proposer has three (3) working days (Monday – Friday) to protest to the City Council by submitting a protest of the decision to the City Clerk. City Clerk will then schedule the proposer for Council.
- If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the City Council and then the Federal Grant Provider.
- Award protests are only allowed on formal level solicitations. There is no protest period for the semiformal or informal process.

Written protests are to be directed to Colin Millar, Purchasing Agent, cmillar@cityofboise.org or Fax 208.384.3995.

1.16 Rejection of Proposals

The City of Boise may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the solicitation is acceptable to the City of Boise. City of Boise is in no way obligated to any respondent for the work as set forth in the solicitation. The City of Boise reserves the right to accept or reject proposals as a whole, without further discussion. Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

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If, in the opinion of the City of Boise, the solicitation does not result in reasonable qualifications and experience required by the City of Boise, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

1.17 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit a proposal. Women owned and minority owned firms are encouraged to submit a proposal. The City actively encourages any proposals by D.B.E. firms for goods and services for the City.

1.18 Professional Services Contract

The scope of work and associated fee structure for the overall project will be negotiated with the highest ranked proposer. The City of Boise plans to use the Professional Services agreement, please see Attachment B. Any proposer who wishes to request clarification or propose alternate contract language may do so no later than noon (4) working days prior to the proposal opening date.

1.19 Ownership and Access to Records

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Boise and the firm, records will normally become the property of the City of Boise and subject to state law and City of Boise policies governing privacy and access to files.

Attachment B

Sample PROFESSIONAL SERVICES CONTRACT AGREEMENT

PURCHASING CONTRACT NUMBER RFQ 17-388

Project: **Transportation/Transit Planning and Engineering Services**

Consultant: **(Insert Consultant's Name)**

Owner: Public Works Department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ___ day of _____, 2___, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", and (Insert Consultant's Name), hereinafter referred to as "Consultant", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Proposal	Liability Insurance
Contract Agreement	Automobile Insurance
Specifications	Workers' Compensation
Acknowledgement	Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed as per task order. The term may be modified by mutual written agreement of the parties.

3. Indemnification and Insurance: With respect to acts, errors or omissions in the performance of professional services, Consultant agrees to indemnify and hold harmless the City from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising directly out of negligent acts, errors or omissions of Consultant, its servants, agents, employees, guests and business invitees, in the performance of its professional services under the terms of this contract

With respect to all acts or omissions which do not arise out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify and hold harmless the City from and for all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, caused or incurred by

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Consultant's rendering services under this contract; and not caused by or arising out of the tortious conduct of the City or its employees.

In addition, Consultant shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amount of (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars aggregate. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Consultant covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Consultant shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Consultant's compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Consultant shall immediately submit proof of compliance with the changed limits.

Consultant shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Consultant has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Consultant shall have and maintain during the life of this contract, Compensation and Employer's Liability Insurance. Consultant will maintain during the life of this contract, the statutory workers' compensation, in addition, employer's liability insurance in an amount not less than \$500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the CM/GC firm will require the Subcontractor and trade contractor firms similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work. It is mutually agreed and understood by the parties that the Consultant and the Consultant's employees, agents, servants, guests and business invitees, and are acting as independent Consultants and are in no way employees of the City.

4. Errors and Omission: Consultant/Firm will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000).

Proof of all insurance shall be submitted to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

5. Independent Consultant: In all matters pertaining to this agreement, Consultant shall be acting as an independent Consultant, and neither Consultant, nor any officer, employee or agent of Consultant will be deemed an

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employee of City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay in a sum not to exceed task order, including reimbursable direct expenses. Change Orders may be issued, subject to Purchasing/Council approval.

The fully burdened labor rates include all administrative fees, overhead and profit. No expenses/reimbursables will be allowed unless established under the agreement.

Fully burdened hourly rates do not include project related costs associated with: extensive reproductions costs, studies, etc.; per diem; specialized equipment or software; and long distance communication charges. Unless otherwise agreed to as a part of agreement negotiations, these reimbursable costs will be billed to the City at the Consultant's cost. Sub-Consultants costs are allowed up to a maximum of 5 percent markup. However, if Sub Consultant is part of the Core Team then a maximum of 3 percent markup is allowed.

7. Reimbursement: Consultant may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with personnel assigned to provide services for the City on the City's Site. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate, and required by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

Commercial Air Travel: Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. The City shall reimburse Consultant for one round trip to the subject work location, unless otherwise agreed to by the City in writing. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Consultant personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.

Rental Cars - Surface Transportation: Vehicle rental will be reimbursed based on a one (1) compact auto per visit for Consultant personnel. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability of any type in connection with rental vehicles reserved or operated by Consultant personnel.

Lodging: Consultant shall arrange for their own lodging if required. The City will

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reimburse Consultant per individual for a daily lodging expenses based on GSA per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA per diem rates can be found at the U.S. General Services website. However, should the GSA rates not be available the City will consider all reasonable rates.

Per Diem: The City will provide Per Diem for each full day (eight hours) worked for Consultant personnel assigned to deliver services. The per diem rate will be the same as the one published on the U.S. General Services Administration website, identified as the Meal and Incidental Expenses (M&IE) for the Boise Idaho area.

8. Method of Payment: Consultant will invoice the Public Works Department, directly for all current amounts earned under this Agreement. City will pay all invoices within forty-five days after receipt.

9. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Boise
Public Works Department
PO Box 500
Boise, Idaho 83701

(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

10. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

11. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

12. Force Majeure: Any delays in or failure of performance by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority;

Attachment B

fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

13. Assignment: It is expressly agreed and understood by the parties hereto, that Consultant shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City.

14. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps,

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studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall, at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and the City may withhold any payments to Consultant for the purposes of set-off until such time as the exact amount of damages due the City from Consultant is determined. This provision shall survive the termination of this agreement and shall not relieve Consultant of its liability to the City for damages.

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Consultant. If the Agreement is terminated by the City as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.

21. Consultant to Pay or Secure Taxes: The Consultant in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Consultant's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that City may withhold from any payment due the Consultant hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Consultant is liable.

22. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Attachment B

24. Non-Appropriation: Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days' notice.

25. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. Renewal: This agreement shall not be valid for more than two years from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. Three (3) one year renewals shall be allowed.

27. Approval Required: This Agreement shall not become effective or binding until approved by the City.

END OF AGREEMENT

Attachment B

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

(Insert Consultant's Name)
(Insert Consultant's Address)
(City), (State) (Zip Code)

Signature Date

Print Name

RFQ 17-388
ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On this ____ day of _____ 20____, before me personally appeared

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is

and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

(notary signature)

(SEAL)

Attachment B

TASK ORDER # _____

RFP NAME: Click or tap here to enter text., RFP # Click or tap here to enter text.

CITY OF BOISE PUBLIC WORKS

THIS TASK ORDER, entered into between the City of Boise, Boise, Idaho, hereinafter referred to as the OWNER and Click or tap here to enter text., hereinafter referred to as the CONSULTANT, is subject to the provisions of the RFP referenced below and approved by Council, hereinafter referred to as the AGREEMENT.

Consultant: Click or tap here to enter text.
Mailing Address: Click or tap here to enter text.
City, State, Zip: Click or tap here to enter text.
Email: Click or tap here to enter text.

Date: Click or tap to enter a date.
Project #: PWE 505, _____

Project Name: Click or tap here to enter text.

WITNESSETH:

WHEREAS, the OWNER intends to:

Click or tap here to enter text., hereinafter referred to as the Project; now, therefore the OWNER and Consultant in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION & RESPONSIBILITIES: The OWNER will provide to CONSULTANT the data and/or services as specified in the AGREEMENT. In addition, the OWNER will furnish to CONSULTANT: Click or tap here to enter text.

SERVICES TO BE PERFORMED BY CONSULTANT: Click or tap here to enter text.
SCHEDULE OF SERVICES TO BE PERFORMED: CONSULTANT will perform said services within Click or tap here to enter text. calendar days of the date of this TASK ORDER.

BASIS OF FEE AND BILLING SCHEDULE: The OWNER will pay CONSULTANT for its services and reimbursable expenses as follows: Click or tap here to enter text.

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER AGREEMENT as of the day and year last written below.

OWNER: City of Boise
PO Box 500
Boise ID 83701

DEPARTMENT PROJECT MANAGER APPROVAL: CONSULTANT:

By: _____
Click or tap here to enter text. Name/Title Date

By: _____
Click or tap here to enter text. Name/Title Date

PUBLIC WORKS TECHNICAL APPROVAL:

BOISE CITY PURCHASING APPROVAL: (If >\$10,000)

By: _____
Click or tap here to enter text. Name/Title Date

By: _____
Purchasing Agent Date

PUBLIC WORKS PURCHASING REVIEW:

By: _____
Diane Morrison, CPPB/Purchasing Advisor Date

Revised: 06/20/17