



City of Bellbrook

15 East Franklin Street

Bellbrook, Ohio 45305

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www.cityofbellbrook.org

**REQUEST FOR PROPOSALS
And
INSTRUCTIONS
RFP 2022-**

City of Bellbrook

The City of Bellbrook, a municipal corporation,

Attached to this RFP are the listed Instructions for Bidders/Offerors in the first ten (10) pages of this document. All potential bidders must thoroughly review and certify their understanding of the Instructions and this RFP process.


GENERAL INSTRUCTIONS TO BIDDERS/OFFERORS

For the purposes of this Document, the terms “Bid” and Proposal” have the same meaning, and the terms “Bidder, Offeror, Contractor, Vendor” are intended to mean the company or firm who is the respondent Bidder for this RFP.

- 🌸 The following instructions are to be considered an integral part of this proposal. Unless otherwise requested, three (3) complete copies of the written proposal need be submitted. The person signing the bid/proposal form must initial any changes or corrections made to this proposal.
- 🌸 No proposal may be withdrawn or modified in any way after the bid/proposal-opening deadline. **Quotes must remain valid for ninety (90) days after the quote date.** Quotes submitted with a less than ninety (90) day validity will be found non-responsive and will not be considered.
- 🌸 All bids/proposals must be a final cost.
- 🌸 Bids/Proposals will be received no later than _____ at the City of Bellbrook 15 E. Franklin Street Bellbrook, Ohio 45305 at which time they will be opened and publicly read aloud. Bids/proposals received after the above date and time, or in any other location other than the City of Bellbrook City Hall as noted above will not be considered.
- 🌸 A Request for Proposal packet may be obtained from the City of Bellbrook 15 E. Franklin Street Bellbrook, Ohio 45305 or from www.cityofbellbrook.org
- 🌸 A Pre-Bid/Proposal meeting will be held on _____ at City Hall for the City of Bellbrook 15 E. Franklin Street Bellbrook, Ohio 45305. A site visit will be available on the same date following the Pre-Bid Conference.
- 🌸 If descriptive literature is attached to the bid/proposal, bidder’s name must appear on all sheets.
- 🌸 A cover letter must be attached in the form of a standard business letter containing the Contractor’s name, address and telephone number and must be signed with an original signature, in ink, by an individual authorized to legally bind the Contractor. The letter must contain the following information:
 - A statement describing the Contractor’s legal structure (e.g. corporation, partnership) and providing federal tax identification number and principle place of business.
 - A statement that the person signing the quote certifies that he or she is the person in the Contractor’s organization who has actual authority to make decisions as to matters relating to this RFP and to bind the Contractor.
 - A statement that the quote meets the minimum qualifications set forth

in this RFP and accepts all requirements and terms and conditions contained in this RFP.


- A statement that the Contractor does not discriminate in its employment practice with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability
- A statement that no attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a quote.
- A statement that indicates whether the Contractor or any of its agents has a possible conflict of interest with any city employee involved in the RFP and any ensuing Contract(s) or any other conflict of interest and, if so, an explanation of the conflict must be given.


 **Communication:** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidder's responsibility to seek clarification immediately from the City of Bellbrook **No later than close of business on _____** unless otherwise stated in the documents.


All questions shall be submitted in writing or via e-mail to the attention of _____ at _____@cityofbellbrook.org If mailed, the address is as follows: City of Bellbrook ATTN: RFP _____, 15 E. Franklin Street Bellbrook, Ohio 45305. Answer(s) to all questions will be answered after the deadline for questions has expired, and posted to the City's web site, if applicable and feasible.

It shall be the bidder's responsibility to check the City's website (www.cityofbellbrook.org) for any and all addendums or modifications.

Under no circumstances should respondents contact City personnel or officials outside of the opportunity provided herein.

 **Proprietary Information:** Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The City cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by Public Records Laws of Ohio.

 Any variation from the specifications must be clearly stated by the bidder in writing and submitted with his/her proposal.

 The apparent silence of any specifications or any supplement specifications to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.

🦉 The following bid shall be awarded to one bidder based on the specifications as provided for in Chapter 240 of the Bellbrook Code of Ordinances so the City can determine the “lowest and/or best bidder”. An award shall be made to one vendor for the total bid. Unit prices and extensions will be verified, and total checked. Unit price extension and net total must be shown. Unit price shall prevail unless otherwise stated in the proposal.

🦉 The process and description for opening, tabulating and awarding responses to RFP/bids is as follows:

(a) In the case of sealed competitive bids, the bids shall be opened and tabulated publicly by the City Manager. An investigation of the responsibility of the bidders and the responsiveness of the bid shall be made as the City Manager deems necessary. The City Manager shall determine the lowest and/or best bidder. The City may reject all bids if it determines that it is in the best interest of the City to do so.

(b) In the case of competitive proposals, the responses shall be opened publicly by the City Manager. The City may discuss the responses with the proposers to clarify responses and to obtain information needed by the City to determine the lowest and/or best proposal. An investigation of the responsibility of the proposers and the responsiveness of the proposal shall be made as the City Manager deems necessary. The City Manager shall determine the lowest and/or best proposal. The City may reject all proposals if it determines that it is in the best interest of the City to do so.

(c) In the case of two-step competitive proposals (RFQ/RFP), the technical responses shall be opened publicly by the City Manager. The City may discuss the responses with the proposers to clarify responses and to obtain information needed by the City to determine qualified proposers. An investigation of the responsibility of the proposers and the responsiveness of the proposal shall be made as the City Manager deems necessary.

The City Manager shall determine the qualified proposers. The qualified proposers shall then be invited to submit price proposals which shall be opened publicly by the City Manager. The City may discuss responses with the proposers to clarify responses and to obtain information needed by the City to determine the lowest and/or best proposal. If appropriate, the City may request best and final offers. The City Manager shall then determine the lowest and best proposal. The City may reject all proposals if it determines that is in the best interest of the City to do so.

🦉 *The City of Bellbrook reserves the right to accept, reject or waive any irregularities in the proposal and/or any and all bids received for the work contemplated herein and to accept or reject any or all proposals and/or bids. The proposal and/or bids will be compared on the basis of the total cost of the project and the award will be made to the lowest and/or best bidder (or bidders), provided the proposal and/or bid is reasonable and is in the best interest of the City (owner) to accept. In determining the lowest and best bid the City (owner), in its sole discretion, may consider factors, including but not limited to, the bidder’s work history, (including work done under other names), experience,*

conduct and performance on previous contracts, management skills, ability to execute the contract properly, customer satisfaction, work on comparable projects, ability to timely complete the work in accordance with the contract documents, the Bidder's financial condition and facilities, and the Bidder's compliance with federal, state, and local laws, rules, and regulations, (including but not limited to the Prevailing Wage Laws, Occupational Safety and Health Act, and the State of Ohio's Equal Employment Opportunity Commission requirements, as may be applicable).

👉 The City desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualifying a bid. Each bidder shall state a definite time and avoid using terms such as "ASAP" or "approximately so many days".

👉 **Insurance:** The Contractor will maintain the following insurance from insurer(s) rated A- or better by A.M. Best in amounts sufficient to protect the Contractor and Owner from claims under Workers Compensation Acts and any other claims for property damage and/or bodily injury, including death, which may arise from the performance of the Work under this Subcontract, whether the Work is performed by the Subcontractor, its subcontractor, or anyone directly or indirectly employed by either of them.

Limits of coverage to be as follows:

(a)	Workers' Compensation Employers Liability/Ohio Stop Gap	Statutory \$ 1,000,000
(b)	Commercial General Liability: Bodily injury/property damage per occurrence General Aggregate Products/Completed Operations Aggregate	\$ 1,000,000 \$ 2,000,000 \$ 2,000,000
(c)	Commercial Automobile Liability: Combined Single Limit (including Owned, Hired, and Non-Owned Autos)	\$1,000,000
(d)	Excess/Umbrella Liability (over Employer's Liability, General Liability, and Auto)	\$ 1,000,000


Liability policy requirements. The General Liability policy must be written on the current edition of ISO form CG 00 01 or equivalent. The policy shall have no modifications limiting coverage for contractual liability, damage to work performed by subcontractors, residential construction, earth movement, explosion, collapse, or underground damage. The policy shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects. The Owner (including its officers, directors and employees) shall be named as Additional Insured on the General Liability policy on ISO form CG 20 10 11 85 or its equivalent, affording coverage to Additional


Insured(s) for claims arising out of both ongoing and completed operations. Owner shall also receive coverage as an additional insured Contractor's Auto Liability policy. Contractor's policies shall be primary insurance as respects Owner, and any other insurance policy that Owner may have in effect shall be deemed excess and not contributory. The General Liability policy affording coverage to Owner as Additional Insured must be maintained for three (3) years after completion of the project. If any of the Work is performed by subcontractors, Contractor shall be responsible for ensuring subcontractors comply with these insurance requirements, and extend coverage to both Contractor and Owner as additionally insured.

Installation Floater. Contractor shall purchase and maintain an Installation Floater, covering loss or damage to materials and/or equipment suffered during the course of the Work. This insurance shall include the interests of the Owner, Contractor and any Subcontractors. The policy shall be written on special form and shall cover all materials specified for the job, whether onsite, offsite or in transit.

The Contractor will submit to the Owner certificates of insurance (including a certificate of compliance from the Ohio Bureau of Workers' Compensation for Ohio subcontractors) certifying that the insurance policies required by this agreement are in force and shall be maintained for the duration of the Project. Contractor shall also provide copies of additional insured endorsement(s) as required herein. Full copies of policies shall be provided upon Owner's request. Certificates shall reflect Owner's status as an additional insured and shall provide that Owner is to be provided thirty (30) days advance written notice in the case of cancellation or nonrenewal of the required policies (10 days if cancelled due to nonpayment of premium).

Until said certificate of insurance is properly executed and delivered to the City, the Contractor shall not move its equipment or laborers onto the premises or begin performance of the work specified under an awarded agreement. If the Contractor fails to provide the required insurance, the City of Bellbrook shall have the right to disqualify the Contractor. **Proof of insurance should be included in the submitted bid documents.**

 **References:** Contractor must provide five (5) references of customers with successful implementations of similar size and scope with work performed within the past five (5) years. Please include name, address, contact and phone number. If sub-contractors or business partners will be used in conjunction with the installation or maintenance of this project, please provide references as stipulated above. **References should be included in bid documents**

 **Inspection:** It is understood within this agreement that any problems such as equipment failure, unspecified maintenance, lack of performance and any other conditions outlined in the scope of service not performed by the Contractor will be under immediate review by the City of Bellbrook.

- 🦅 **License and Permits:** It shall be the responsibility of the successful bidder to obtain all licenses and permits required to perform this service at no additional cost to the City of Bellbrook.
- 🦅 **Timeline:** Provide an estimated, standard timeline for installation, implementation and creative design services. **Timeline should be included in bid documents.**
- 🦅 **Configuration and Pricing:** Bidder must itemize all charges for individually identifiable components of the proposed system, including all associated installation, programming and training if applicable. Bidder must include charges for all components required to connect any applicable applications.

RFP Checklist:

Please review and check off these 10 most important items to consider when responding to an RFP for the City of Bellbrook:

	<p>Read the <u>entire</u> document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).</p>
	<p>Note the procedures for communication with the City during the RFP process. All communication during the RFP process must be in writing. Offerors should not contact City personnel or officials outside of the opportunity provided in the document.</p>
	<p>Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.</p>
	<p>Take advantage of the “question and answer” period. Submit your questions by the due date listed and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.</p>
	<p>Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.</p>
	<p>Provide complete answers/descriptions. Read and answer all questions and requirements. Don’t assume the City or the evaluating staff will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City of Bellbrook. The proposals are evaluated based solely on the information and materials provided in your response.</p>

	Use the forms provided, if any. e.g., bidders submittal page, reference forms, attachment forms, etc.
	Before submitting your response, check the City's website at: www.cityofbellbrook.org to see whether any addenda were issued for the RFP.
	Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluating staff members and will be used to score your response.
	Submit your response on time. Note all the dates and times listed in the RFP and be sure to submit all required items on time. Late proposal responses are <i>never</i> accepted.

Please Note:

All potential contractors are strongly urged to submit supporting documentation as to their qualifications to perform the Scope of Work.

Certificate of Insurance, Reference List and Timeline must be attached.

If additional comments or conditions are desired, please attach a separate sheet providing details.

Include all proposed equipment specifications; showing manufacturer name, model, etc. depicting unit specifications and other pertinent information.

Certification:

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal, and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

Signature

Date

Print Name

Title

Email Address

Phone

Company Name _____

**City of Bellbrook Request for Proposals
RFP**

Advertised as: _____

Release Date: _____

Closing Date: _____

The City of Bellbrook, a municipal corporation,

1. General Information

- 1.1. The City of Bellbrook invites qualified firms to submit proposals for Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposals." The Contract that will result from this "Request for Proposals" will include what is indicated in Section 4 "Scope of Work" of this RFP.
- 1.2. A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3. During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Offeror, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Contractors who submit a Proposal and were short listed.
- 1.4. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between the City of Bellbrook and the Contractor selected.
- 1.5. There is no expressed or implied intent or obligation for the City of Bellbrook to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses during interviews in response to this Request for Proposals.
- 1.6. The City of Bellbrook shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2. Contact Person/Communication

2.1. Until the receipt and opening of proposals, the proposers' principal contact with the City of Bellbrook will be as listed below. All questions are to be submitted in writing and potential Bidders will receive copies of all questions and answers except for the questions that are considered proprietary. Questions will only be received through _____

City of Bellbrook
15 E. Franklin St.
Bellbrook, Ohio 45305
Email: _____@cityofbellbrook.org

2.2. All contacts and communication regarding the proposal should be with the above named individual only. Bidders contacting other City Staff or Officials may be disqualified for doing so.

3. Background Information

3.1. The City of Bellbrook a municipal corporation, _____.

4. Scope of Work

4.1. The following is a list of provisions and requirements falling under the expected Scope of Work:

a)

4.2. Warranties

5. RFP Requirements:

5.1. Submitting RFP Proposal packages:

a) Offeror will submit a comprehensive and thorough written plan for _____. Pricing must be listed on the proposal, and no sales tax should be included.

6. Evaluation of Proposals and Required Information

6.1. Proposals submitted will be evaluated by the City Review and Selection Committee.

6.2. The Committee may call for oral interviews. The City reserves the right to retain all proposals submitted and use and idea in a proposal regardless of whether or not said proposal is selected.

6.3. The evaluation factors considered in the selection process will weigh heavily into the City's decision making process. These evaluation requirements are considered to be minimum requirements. More points may be awarded for exceeding the minimum requirements.

6.4.

7. Right to Reject Proposals

- 7.1. Submission of proposals indicates acceptance by the Offering Firm of the Conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent Agreement between the City of Bellbrook and the selected firm.
- 7.2. The City of Bellbrook reserves the right to reject any or all proposals and to award to the proposer the City determines to be most qualified and whose award of the contract will be in the best interests of the City.
- 7.3. Late proposals will not be accepted. Offerors are held responsible that their proposals arrive at the City of Bellbrook on or before the designated date and time.

8. Withdrawal of Proposals

- 8.1. Requests to withdraw proposals received after the date and time set for bid opening will not be considered. Only requests to withdraw proposals prior to that date and time will be considered.

9. Contract Termination

- 9.1. The City of Bellbrook reserves the right to terminate any subsequent Agreement or Contract as a result of this RFP if the Contractor does not perform as required by the Terms and Conditions therein.

*** END OF DOCUMENT ***