

FORMAL REQUEST FOR PROPOSALS

GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSER

CITY OF MERIDIAN
Meridian, Idaho 83642

PRE-PROPOSAL MEETING

The Pre-Proposal meeting, if contemplated on the cover of this solicitation, will be on-site.

DEFINITIONS, TERMS & CONDITIONS AND SPECIFICATIONS

Additional Terms & Conditions – See separate document titled Sample Agreement

COMMUNICATIONS

The City will use the BonfireHub website (<https://meridiacity.bonfirehub.com>) for the following activities:

- To post the RFP
- To receive any questions or inquires
- To issue any associated addenda
- To post award notice (including value of award)

To contact the Organization or ask questions in relation to this RFP, respondents must register through the City's public procurement portal at **meridiacity.bonfirehub.com** (the "Portal") and initiate the communication electronically through the Opportunity Q&A. The City will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

ADDENDA

All new information to respondents by way of addenda.

This RFP may be amended only by addendum in accordance with this section. If the City of Meridian, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all respondents by addendum posted on the City's public purchasing portal at meridiacity.bonfirehub.com. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Respondents are responsible for obtaining all addenda issued by the City.

BONDING AND INSURANCE

A successful Proposer shall acquire and maintain, at his/her own expense, all insurance and bonds described in accordance with the City of Meridian Standard Contract document found included in this solicitation.

CONDITIONS AFFECTING THE WORK

Before submitting a proposal, each respondent must (1) examine the Request for Proposals documents thoroughly and satisfy themselves as to their sufficiency, and shall not at any time after submission of the Proposal, dispute such specifications and the directions explaining or interpreting them, (2) visit the site to familiarize themselves with the layout of the downtown and the concept plan site, (3) familiarize themselves with Federal, State and Local laws, ordinances, rules and regulations that may, in any manner, affect cost, progress or performance of the work; and (4) study and carefully correlate respondent's observations with the Request for Proposal's. Failure to do so will not relieve respondent from responsibility for estimating properly the difficulty or cost of successfully performing the work. **The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Request for Proposal's, or any addendum.**

AWARD OF CONTRACT DOCUMENTS

Award will be made to the Proposer proposing the most advantageous and qualified proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. CITY will establish an evaluation committee. The committee will evaluate all proposals received in accordance with the evaluation criteria. The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references (if any), contact any Proposer to clarify any response, contact any current users of an Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

CITY reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after notice of intent to award is issued. CITY shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of CITY after all factors have been evaluated.

While CITY intends to enter a contract for these services, it will not be bound to do so. CITY reserves the right to reject any or all proposals.

CITY shall be the sole judge of the successful offers hereunder. Proposers are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to CITY. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Proposer. A Notification of Intent to Award may be sent to all Proposers. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure until an agreement is reached. If contract negotiations cannot be concluded successfully, CITY may negotiate with the next highest scoring Proposer or withdraw the RFP.

PROPOSER'S COST

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

RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence relating to the Request for Proposals and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the City after the submission deadline.

PUBLIC RECORDS

The City of Meridian is a public agency. All documents in its possession are public records. Proposals are public records and, except as noted below, will be available for inspection and copying by any person. If any Proposer claims any 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. No such claim of exemption will be valid or effective without such express agreement. The City will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the City will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

EVALUATION

Before a contract will be awarded, the City may conduct reference investigations 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 Meridian employees, and may include citizens of the City.

PRESENTATIONS

The City may choose to invite those respondents, which are determined to be best qualified, to make a presentation to the City. If it is determined that presentations will be required, an additional evaluation will be conducted and incorporated into the final scoring. Further information may be provided to the prospective respondents after the initial selection.

FINANCIAL STATEMENT

Proposers may be requested provide a current financial statement or the latest annual report. Proposers shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

WARRANTY / GUARANTEE

Contractor delivering equipment / goods against this specification shall guarantee that the equipment / goods meet the minimum requirements set forth herein. If it is found that the equipment / goods delivered do not meet the minimum requirements of this specification, the Contractor will be required to correct the same at the Contractor's expense.

BRAND NAME

Brand names and numbers, when used, are for reference to indicate the character and quality desired. Contractors may offer comparable "EQUAL" products unless expressly prohibited herein. If necessary, the burden of proof and cost on analysis to determine equality shall be that of the Contractor. If proposing an "EQUAL", please state name of manufacturer, model, and part number, if applicable, and enclose descriptive literature.

BONFIRE SUPPORT

The City uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>