



REQUEST FOR PROPOSALS – EAST END KIOSKO

Boise City Seeks an Artist/Architect Team to Create a Schematic Design for a Kiosko and Community Gathering Site in Boise's East End

DEADLINE: July 14, 2021 at 3:00pm Mountain Standard Time (MST)

TOTAL BUDGET: \$20,000

Opportunity

Boise City invites a project team, consisting of an architect and/or landscape architect and a public artist, to apply for the opportunity to gather community and stakeholder input to create a schematic design for a neighborhood gathering place and kiosko. The project site is located on Boise City Parks property in the East End Neighborhood adjacent to the Pioneer Cemetery. The project will serve the community as gathering space that will be utilized for parties, life celebrations, picnics, performances, and more.

A kiosko is a structure typically located in town squares and found in Mexico and areas in the United States where Mexicans settled. The structure consists of one or two stories and is used for gatherings and performances. This kiosko should feature historic interpretive information and public art related to the impact and contributions of Idaho Mexican Pioneers in the development of Boise and the Treasure Valley. Artwork, artifacts, historic interpretive information and the structural design of the kiosko will serve to celebrate Boise's Hispanic and Latino heritage and contemporary culture and provide a context for how our local community relates to the larger national narrative.

The selected artist/architect team will be expected to conduct meetings, gather community and stakeholder input, provide presentations and deliver a project narrative, exhibition program, schematic site plan and schematic design of the kiosko for use in securing a Boise City Design Review approval.

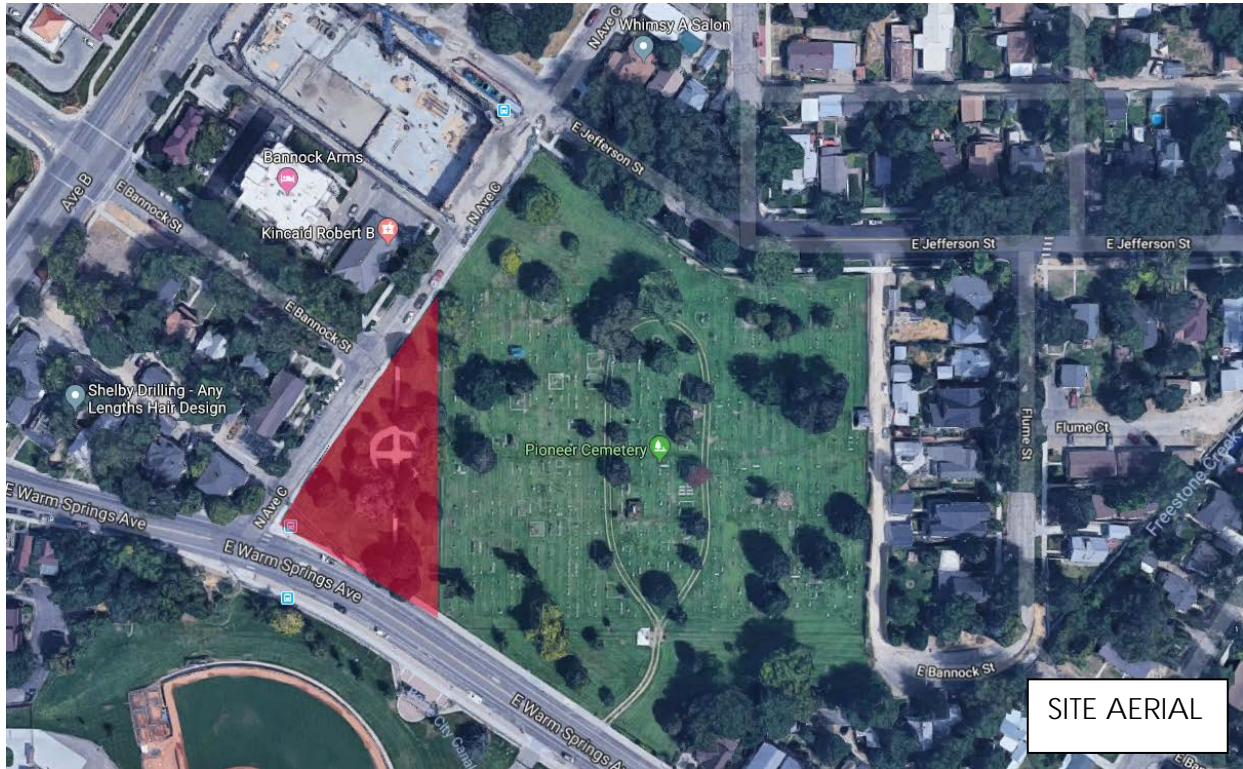
The project deliverables from this phase of work will be used to develop a fundraising effort to identify funding for design development, construction documents, and implementation. A target budget of \$500,000 - \$750,000 should be considered for fundraising and design development. The selected team may also be asked to contract separately, with Friends of Jesus Urquides, to fulfill the remainder of the project scope.

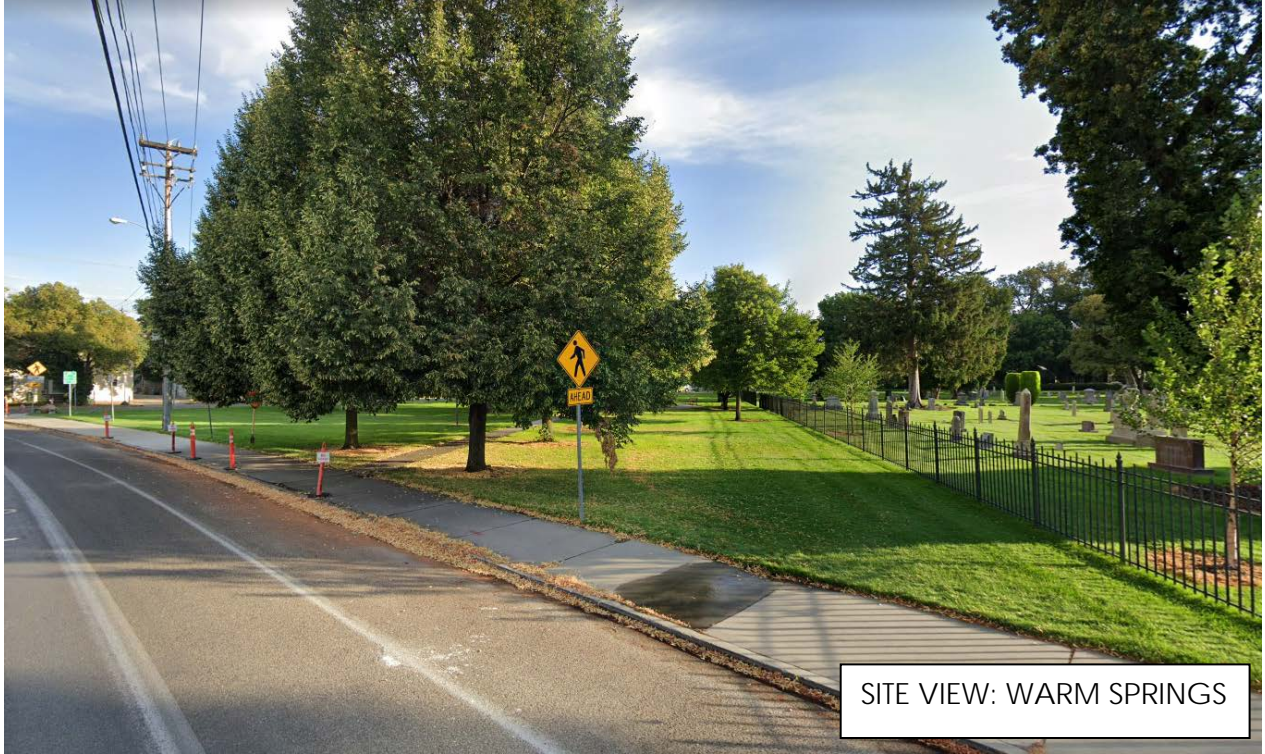
Anticipated Project Timeline

Description	Date
Proposal Released	June 09, 2021
Virtual Pre-Application Workshop (Optional)	<p>June 29, 2021 at 11:00am Mountain Standard Time</p> <p>Join on your computer or mobile app Click here to join the meeting</p> <p>Call in (audio only) +1 208-593-7896,,836074550# United States, Boise (833) 533-1404,,836074550# United States (Toll-free) Phone Conference ID: 836 074 550#</p>
Questions / Clarifications due via email by	July 07, 2021 at 5:00pm Mountain Standard Time
Proposals Due	<p>July 14, 2021 at 3:00 pm Mountain Standard Time</p> <p><i>*Late proposals will not be accepted*</i></p>
Design Team Selected	August 2021
Project Kick-off	August/September 2021

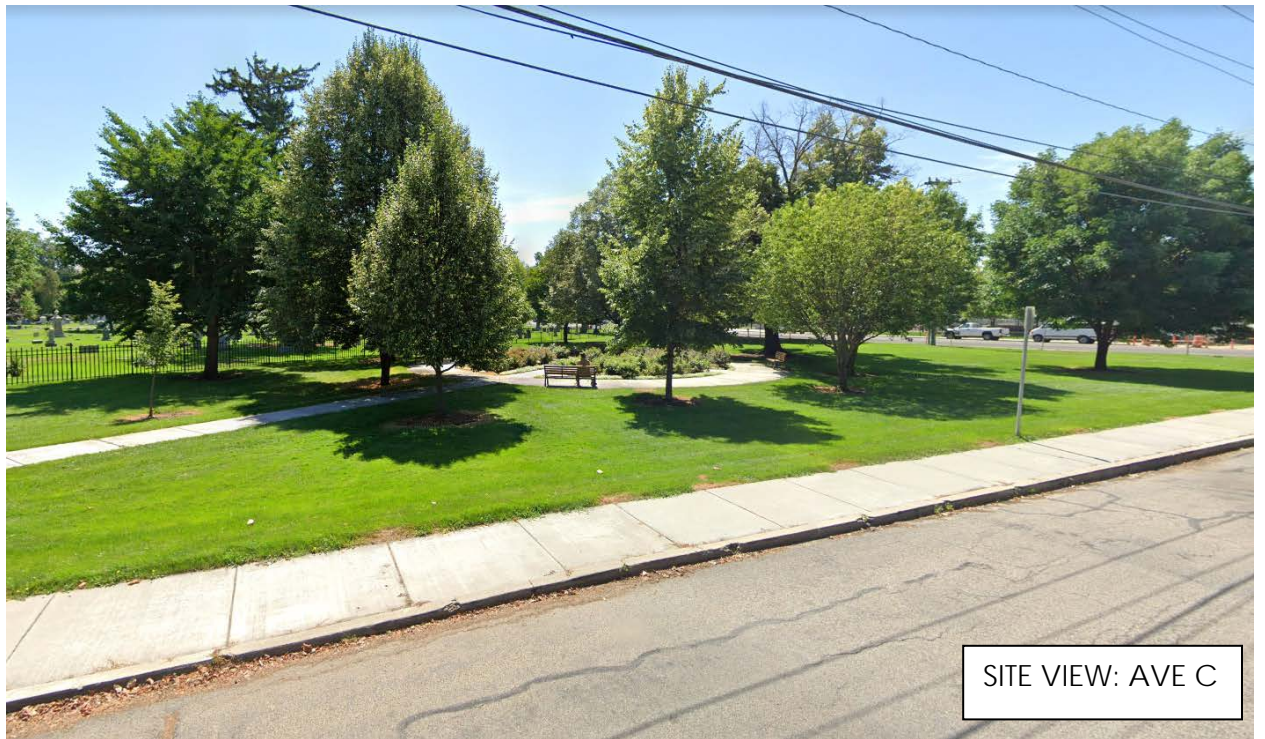


Site Images





SITE VIEW: WARM SPRINGS



SITE VIEW: AVE C

DESIRED OUTCOMES

Community Use

The ideal function of the kiosk is to serve the community through use as a gathering place to host a variety of events ranging in volume from 10 to 150 people. It is envisioned that the site will host performances including music, dance, theatre, gatherings for celebrations of life, neighborhood programming, private events such as picnics, and photo opportunities for quinceañeras, weddings, and high school graduations.

Historic Interpretive Information

An important aspect of the project is to provide year-round interest and use when the site is not activated through programming or events. There is a rich history surrounding the impact and contributions to the City of Boise and the Treasure Valley from the Hispanic and Latino communities. The site and structure should incorporate historic interpretive information which can be available to the public without barriers to access. The plan and schematic drawings should include locations, materials, display, and program recommendations for including historic interpretive information.

Public Art

Along with historic information, the site and structure should embrace and feature artist designed elements. The role of the public artist, as part of the team, is to develop opportunities for artwork to be included in the designs for both the site and the structure. The artist can design specific elements of the site and structure, but should also identify future opportunities for other artists including locations for temporary exhibitions, infrastructure to support rotating artworks, a program for engaging local artists, or more permanent future public art opportunities.

Aesthetics

An overarching concept focused on historic relations between Mexico and the United States should serve to drive the design. The following quotes by Benito Juárez and Abraham Lincoln should serve as inspiration.

Benito Juárez:

"Entre los individuos como entre las naciones, el respeto al derecho ajeno es la paz" or "Among individuals and nations alike, respect for the rights of other people is what constitutes peace."

Abraham Lincoln:

"Government of the people, by the people, for the people, shall not perish from the Earth" or "Que el gobierno del pueblo, para el pueblo y por el pueblo prevalezca por siempre sobre la faz de la tierra."

The site and structure should serve to integrate into and compliment the surrounding built environment. Material selections should be consistent throughout the site and structure and should serve to further the narrative and concept.



Location

The scale of the site and structure should serve to compliment the surrounding built environment, and proximity to the historic Pioneer Cemetery.

Being adjacent to a busy roadway, Warm Springs Avenue, the site and structure should have a visual impact to vehicle and pedestrian traffic, but consider how an audience will engage with performers, the experience of a small, intimate gathering, and how the site can accommodate a large crowd of up to 150 people.

The existing site contains an important pedestrian pathway which serves as a major connection between the East End Neighborhood and downtown Boise. The pathway travels northwest/southeast through the site and provides entry into the Pioneer Cemetery. It is important that this pathway and entry point is retained along with existing trees.

BACKGROUND

In 2013, the Boise City Department of Arts & History completed a memorial to Jesus Urquides and Boise's Spanish Village located on east Main Street in downtown Boise. The project was a collaboration with the Friends of Jesus Urquides, who came together for the City's Sesquicentennial celebration, to honor the contributions of Urquides and remember Boise's Spanish Village. The public art memorial was designed by local artist Dwaine Carver. At the time of the completion of the memorial, plans were in place for a phase two project, to be located at Boise's Pioneer Cemetery. The plans included improved entryway into the cemetery serving to celebrate contributions of Idaho's founders with an adjacent plaza serving to specifically celebrate the contributions of Hispanic and Latino pioneers, settlers, and major contributing individuals, including Jesus Urquides. This plan was not realized, but conversations continued between City of Boise and Friends of Jesus Urquides and the new plan to design a contemporary community gathering space and kiosko was developed to serve as an icon within Boise as a gathering place for the community.

Members from Friends of Jesus Urquides and staff from the Boise City Department of Arts & History presented the idea to the East End Neighborhood Association and received their support for the project and a presentation was made to the Parks & Rec Commission for use of the city-owned property. The Commission unanimously supports the project and will seek further updates as the design process moves forward.

Historic Context:

Most people are not aware that following the Native American inhabitants of what is now the western United States, the earliest European presence is Hispanic. In Idaho, Latinos have participated in each phase of Idaho's economic development most often participating as essential workers.

The story of the Latinos in Idaho is a remarkable story because it took so long for it to receive the attention it deserves. It wasn't until the Idaho Centennial celebration of 1990 that Associate Professor of History at the University of Washington, Dr. Erasmo Gamboa was brought to Idaho to research the history of the Latinos. He searched through archives and interviewed Hispanic



elders in the cities and towns of Idaho, his research resulting in the book entitled *Voces Hispanas* and the traveling exhibit *Raíces Históricas*.

Later in 2000, a collection of essays and interviews published in the book *Latinos in Idaho - Celebrando Cultura*, by the Idaho Humanities Council included additional research done by Dr. Erasmo Gamboa on the *Mexican American Railroaders in Pocatello, Idaho*, and by the late Dr. Errol Jones and historian Kathy R. Hodges on *The History of Latinos in Idaho*.

In the book *Memory, Community, and Activism*, 2005, the late Errol D. Jones and historian Kathleen R. Hodges wrote an essay entitled *A Long Struggle* that speaks about a series of events that happened between 1918 to 1935 in agricultural areas in Southeastern Idaho that show the inhumane treatment and abuse that the Mexican and Mexican-American worker faced and endured during this time in Idaho.

Then in 2006, the Friends of Jesus Urquides supported then graduate student at Boise State University, Max Delgado to publish his book *Jesus Urquides: Idaho's Premier Muleteer*. Max Delgado also wrote an essay entitled *Idaho's Mexican Cowboy Culture* included in the Idaho Landscapes magazine published in 2011 by Boise State University.

The stories selected by the late Errol D. Jones and historian Kathleen R. Hodges were the base for The Idaho Corrido Project (2010 to 2014) directed by Ana Maria Nevarez-Schachtell which resulted in a book accompanied and two CDs that includes 28 corridos or ballads telling pertinent stories about contemporary Latino leaders and historical events where Hispanics played a role.

Amando Alvarez, Idaho writer, poet, educator, and author wrote a monthly column entitled Our Proud Hispanic Culture from 2004 to 2007 in The Idaho Unido Bilingual newspaper based in Pocatello, ID.

A Brief Resume of Idaho Latino History:

Idaho Mining Industry. During the 19th Century, Mexican miners (mineros) and mule packers (arrieros) arrived in Idaho with critical skills necessary to support the burgeoning local economy when gold was discovered in the Boise Basin in 1863. They brought with them efficient means of extracting the ore, a system of mining claims, transportation technology, and rules of personal behavior. They opened and operated mining areas and provided the much-needed supplies, tools and equipment to the mining camps in secluded places in Idaho and neighboring states Nevada and Montana. Today, we still can see traces of their influence in the names of historical towns in Spanish throughout the Idaho mining territory, such as Orofino, Orogrande, Esmeralda, Alturas County and Placerville.

Idaho Cattle Industry. According to Amando Alvarez, the first cowboy in the United States was the Mexican vaquero. Before the arrival of the railroad in 1883, these vaqueros (buckaroos/cowboys) drove massive herds of cattle from California and Texas to the Northern Nevada, Jordan Valley and into the Great Basin in Idaho. These expert horse handlers contributed to Idaho's economic development as large ranchers depended on their invaluable service. In his book *Gathering Remnants: A Tribute to the Working Cowboy*, Kendal Nelson tell us that one of every three cowboys in the late 1800s was Mexican.



It is clear that these vaqueros also contributed to western culture by adding a long list of Spanish words related to the industry: tools and gear, horse and cattle handling and competitive games such as the American Rodeo, and the western clothing that cowboys still wear today.

Some examples:

Rodeo (rodear), Dally (dar la vuelta), hoosegow (juzgado), mustang (mustango/mesteño), calaboose (calabozo), vamoose (vamos). burro, canyon, chaparral, corral, coyote, stampede, guitar, pinto, bronco, ranch, dogie, remuda, mesa, siesta, adobe, and vigilante.

Western wear borrowed from the Mexicans: saddles, hats, lariat (reatas), chaps, bridle reins, and quirts, hackamore, bit, mecate, bandana, special style of wool pants, and stirrups.

Idaho Agricultural Industry. In the early part of the 20th Century, Idaho underwent a significant agricultural transformation: Massive government irrigation projects enabled farmers and developers to water the sage-covered flood plains and the railroad sought to expand their markets by bringing new settlers and shipping their crops to places as far as New York. Mexicans and Mexican-Americans came to Idaho from Mexico and the southwest to help build railroads, provide much-needed farm labor on the massive agricultural projects, and help the emerging food processing industry.

Farmers and their business allies commanded such economic and political power that workers were recruited with little or no legal restraint on how they would be treated. These workers were at the mercy of the farmers, contractors and the company. Matt Godfrey, Utah historian and author researched this subject and presented his findings entitled, “Much Suffering Among Mexicans: Migrant Workers in Idaho and the Utah Idaho Sugar Company, 1917-1921,” to the 2018 Mormon History Association Conference in Boise.

In their essay, *A Long Struggle*, the late Errol D. Jones and historian Kathleen R. Hodges narrate the attempt on the part of Mexicans and Mexican-Americans farmworkers to remedy their situation by striking in 1935 in Driggs, Idaho. The National Guard was called to escort the organizers to the county line and force the farmworkers to go back to work.

In contrast to the Driggs event, a 1945 strike in Twin Falls County was successful, because that year the farmers were threatened by a severe labor shortage due to WWII. During the 1950s, the need for agricultural labor continued, farmers could plan large acreages due to technical advances in deep well pumping and new processing plants needed personnel. Mexican-American families, most from Texas, started the migrant circuit following the crops. After a few years, many of these families chose to settle in Idaho and gradually moved to other occupational roles.

Out of the shadows, up from fields - From mining to farming and ranching Mexicans have transformed the 43rd state, is the title of the essay written by the late Dr. Errol Jones included in *Idaho Landscapes* in 2011. He makes the following statement: “Political leaders deemed them essential to the prosperity of the state’s agricultural sector. Furthermore, they were almost invisible.” The vision of the Latino community to organize has played a big part on broadening economic opportunities for Idaho’s Mexican and Mexican-Americans as the younger generations continue to branched out into a variety of careers and businesses. Today, we find Hispanic people who own their own businesses, are in professional careers in banking, teaching, law, medicine, public administrations, and engineering.



Politics. There is no question that Latinos need more representation in local and state political institutions, but there have been some “firsts.”

In 1992, Abel Vasquez (RIP) was appointed by Governor Cecil Andrus (RIP) as a Canyon County Commissioner.

Jesse Berain, a lifelong advocate for Mexican-American rights, served as a representative in the 1993-1995 state legislature.

In 2002 the first Judge in the Idaho Court of Appeals, Honorable Sergio Gutierrez was appointed by Governor Dick Kempthorne. He retired in 2018.

In 2015, Wilder with 1,500 citizens made history with the first all-Latino City Council in Idaho. Mayor Alicia Mora Alimazon and council members: Roberto Rivera, Guadalupe “Lupe” Garcia, and Ismael Fernandez (RIP).

In 2017, Boise Councilwoman, Lisa E. Sanchez, was the first Latina to run for office and win.

Also, in 2017, Nampa Councilman, Victor Rodriguez ran for office and won.

Boise’s Hispanic and Latino Population:

According to the U.S. Census Bureau estimates, the number of Hispanics in Idaho in 2019 is 229,490 which translates to 12.8 % of the total population.

Hispanics began organizing in the 1970s. The following are community organization that also have internal educational programs that support artistic endeavors and promote cultural education and understanding.

The Idaho Migrant Council founded in 1971 (Since 2006 the Idaho Community Council of Idaho).

The Idaho Commission on Hispanic Affairs established in 1987.

Mujeres Unidas de Idaho founded in 1992.

Hispanic Cultural Center of Idaho, the organization started in 1997 and the center opened its doors in 2003.

Friends of Jesus Urquides started in 2006 and incorporated in 2019.

Idaho Hispanic Chamber of Commerce started in 2008.

Idaho Latino Scholarship Foundation established in 2008.

Stay-in-School Quinceanera Program Incorporated 2011.

Casita Nepantla at Boise State University established in 2017.

PROJECT TEAM AND SELECTION COMMITTEE

Project Team: Members include representatives from the Boise City Department of Arts & History’s Public Art Program and History Division and members of Friends of Jesus Urquides.

Selection Committee: Members include representatives of the Boise City Arts & History Commission, Arts & History Advisory Team, Friends of Jesus Urquides, East End Neighborhood Association, Boise Parks & Rec, and the local arts community.



STATEMENT ON DIVERSITY, EQUITY AND INCLUSION

In 2017, the Arts & History Commission endorsed a statement on cultural equity. In recognition of the initiative, the Department of Arts & History will strive to accession works into the collections which serve to reflect the rich and diverse past, present, and future of the Boise community.

“To support a full creative life for all, we commit to championing policies and practices of cultural equity that empower a just, inclusive, and equitable nation.” Cultural equity embodies the values, policies, and practices that ensure that all people—including, but not limited to, those who have been historically underrepresented based on race or ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion—are represented. Cultural equity is critical to the long-term viability of the arts sector. The prominent presence of artists challenges inequities and encourages alternatives.

REQUIRED CONTENT, EVALUATION, AND SELECTION PROCESS

Applications are to be submitted in a format that allows uniform review and easy access to information by the Evaluation Panel, which is made up of funding stakeholders, an Arts & History Commissioner, and artists. The Applications are to be clear and to the point. The Application package shall contain the following information:

- 1. Application Form/Signature Page** (Pass/ Fail – *if submitted it, you pass, if you don't, you fail*)
Fill out / sign the Application Form/Signature Page and submit as your first document.
- 2. Letter of Interest/Ability to Provide** (50 points)
Include a one-page letter addressing the team's approach to the project including how the team will handle public engagement, design, and including public and community feedback. Describe the role of each team member and how the team collectively is able to provide services for the development of a schematic design for the site the structure.
- 3. Resume/Prior Experience** (50 points)
Include a resume and/or brief summary of each team member's qualifications and/or past experience.
- 4. References** (Pass/Fail)
Applicants must provide current references who are familiar with the quality of the work created by the team. If the team has not completed past projects together, please provide at least one reference for each team member.
- 5. Samples of Past Work** (100 points – most important part of the application)
Provide *up to* ten samples of past completed projects which display similar qualities to the Kiosko and/ or development of a public gathering place and include project narratives, completion dates, clients/stakeholders, and renderings and/or images. The project samples should be contained within a single PDF document.



APPLICATION PROCESS

PROPOSAL INSTRUCTIONS AND INFORMATION:

The submission package or envelope **must be sealed** and **plainly marked** for delivery as follows:

ATTN: Boise City Purchasing Office

150 N. Capitol Blvd.

Boise, ID 83702

RFP 21-313 EAST END KIOSKO

Solicitation Number: RFP 21-313

Project Name: East End Kiosko

Proposal Deadline: July 14th, 2021 at 3:00pm Mountain Standard Time

The Proposer's return address must also appear on the outside of the envelope or package.

Submissions made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above.

For hand delivered submissions, it is the Proposer's responsibility to have the City Purchasing Office time-stamp their application prior to the deadline. Allow yourself extra time when delivering your proposal to ensure it gets time-stamped before the deadline. Late, non-stamped, or incomplete proposals will not be accepted. Oral, telephone, facsimile, and email submissions will not be accepted. **DO NOT EMAIL OR FAX YOUR PROPOSAL.**

It is the Proposer's sole responsibility to timely submit their Proposal by the scheduled deadline date and time.

OR

E-Bids: Electronic Proposals submitted through DemandStar (www.demandstar.com) or BidNet (www.bidnetdirect.com) 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, Proposer's 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 bid/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. Proposers are encouraged to confirm the successful up-load of their proposal document. The City will not accept proposals after the scheduled time for opening.

The Owner is the City of Boise.



ALL BIDS/PROPOSALS MUST BE SIGNED.

APPLICATION DEADLINE is July 14, 2021 at 3:00pm Mountain Standard Time (MST)

Applicants are 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 this RFP become the property of Boise City and will not be returned.

Virtual Opening to be held on July 14th at 3:00pm MST, if you would like to watch, please see information below:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 208-593-7896,,839256760#](#) United States, Boise
[\(833\) 533-1404,,839256760#](#) United States (Toll-free)
Phone Conference ID: 839 256 760#

VIRTUAL PRE-APPLICATION WORKSHOP

A Virtual Pre-Application Workshop will be held June 29th, 2021 at 11:00am MST, via Microsoft TEAMS (see info below). At the Virtual Workshop, A&H staff will review the application process, discuss the process for community feedback, design, deliverables, project next steps, and answer any questions Applicants may have. This is the only opportunity to speak directly with Arts & History and Purchasing staff. Inquiries at any other time must be submitted in writing to Jolene Merry at jmerry@cityofboise.org and are due no later than July 8th, 2021 at 5:00pm MST. Attendance by the Applicants is strongly recommended but not required. Workshop will be recorded and posted along with any Q & As that effect the project via a posted addendum.

Join on your computer or mobile app

[Click here to join the meeting](#)

Call in (audio only)

[+1 208-593-7896,,836074550#](#) United States, Boise
[\(833\) 533-1404,,836074550#](#) United States (Toll-free)
Phone Conference ID: 836 074 550#

FORMS TO BE SUBMITTED

Proposers must submit the following completed forms by the proposal deadline:

- One (1) signed original proposal, which includes:
 - o Application Form/Signature Page (provided below)
 - o Letter of Interest/Ability to Provide
 - o Resume/Prior Experience
 - o References Contact Sheet
 - o Samples of Past Work

ALL APPLICATIONS MUST BE SIGNED (both E-Bids and hard copies). Applications not signed will be disqualified and considered non-responsive. Failure to submit all requested information may render any application unresponsive and void.



GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal

It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated using a weighted 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 RFP. All materials and documents submitted in response to the RFP 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 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 Insurance

The Contractor will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Purchasing), where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with Purchasing prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the Contractor and the City, but the contractor may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with Purchasing.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

a. Contractor's and Subcontractor's Insurance. The Contractor will not commence providing service under the contract until Contractor has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Contractor hereunder.

b. Compensation and Employer's Liability Insurance. The Contractor 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 Contractor will require the Subcontractor similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.



The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 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 above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 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 Bid or 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 Bid or 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 Bid or Proposal are not a trade secret.

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

- a. Marking your entire Bid or 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, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Act, the Bidder/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 Act should be addressed to your own legal counsel – Prior to submission.

1.7 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.



1.8 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 Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, three (3) 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 modify the proposal documents, 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 and protests are to be directed to:

Jolene Merry
City of Boise Purchasing
150 N. Capitol Blvd.
Boise, Idaho 83701
jmerry@cityofboise.org

1.9 Addenda to the RFP

If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing. Verbal modifications are not binding on the City or the Bidder. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received on their Proposal.

1.10 Modification and Withdrawal of Bid/Proposal

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

1.11 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 Request for Proposal (RFP) 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.

1.12 Idaho's Reciprocal Preference Law

To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code §67-2349.

Reciprocal Preference Information: <https://www.naspo.org/reciprocity1>

1.13 Significant Local Economic Presence

City Council may exercise a preference for a proposer with a significant local and Idaho economic presence even if such proposer is not the selection committee's highest ranked proposer. To qualify as a bidder 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 bid/proposal opening.

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

1.14 Award Criteria

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service. The contract may be awarded to one or multiple Proposers.

Item	Points
Application Form/Signature Page	Pass/Fail
Letter of Interest/Ability to Provide	50
Resume/Prior Experience	50
*References	Pass/Fail
Samples of Past Work	100
Total Points Available	200

*Reference points will be awarded based on projects with similar size and scope of work.

1.15 Highest Ranked Proposer

The selection committee shall recommend to City Council that the contract or award of proposals be awarded to the highest ranked Proposer, with all evaluation criteria considered, provided that, the City Council may award contracts to the Proposer it determines appropriate.

1.16 Proposal and Price Guarantee

It is desired that the submitted proposal remains in effect for a minimum of 120 days, along with all proposal pricing. If this is not accepted, Proposer is to so indicate.

1.17 Protest of Contractor Selection or Contract Award

The right to protest an award is governed by Boise City Code (Title 1, Chapter 12, Article 3), which provides:

- Only a bidder or proposer who **participated** in the bidding process through submission of a bid or proposal may protest an intended award;
- The award to be protested must be for a **formal level contract**, which consists of either a goods, personal services or professional/consultant services purchase purchase of \$100,000 or more or a construction project of \$200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a bidder or **proposer other than the lowest responsive bidder** in the case of a formal bid solicitation or **other than the highest ranking proposer** in the case of a Request for Proposal or Request for Qualifications;



- In the event that the winning bid is less than the formal level threshold, then the project is considered “semi-formal” and an award protest will not be considered.
- A protest must be in **writing**;
- A protest must **specify the reason(s)** the proposed award is in error; and
- A protest must be submitted within **seven (7) calendar days** after the City’s transmittal or posting of a Notice of Intent to Award letter.

Written protests are to be directed to: cmillar@cityofboise.org. Any protest addressed to the Mayor or City Council may be re-directed to the City’s Purchasing Agent. Purchasing will address the protest with input from the Project Manager if necessary.

The protest of an award **may not** be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered. Rather, the right to protest specifications is provided for as described in section 1.8 herein.

In the event the Purchasing Agent denies a protest, the protesting bidder or proposer may elevate the matter to Boise City Council through submission of an appeal to the Boise City Clerk’s Office within **three (3) business days** of transmission or posting of the denial by the Purchasing Agent. The Boise City Clerk will then schedule the matter before Boise City 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 Federal Grant Provider.

1.18 Payments and Billings

The awarded Proposer will submit all invoices to:

City of Boise
 Department of Arts & History
 150 N. Capitol Blvd.
 Boise, Idaho 83702
 Attn: Karl LeClair

Payments through City Hall are processed weekly. The awarded Proposer can expect the City to issue and mail payment within 45 days after receipt of invoice.

1.19 Stop Work Order

Any “Stop Work Order” given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his assigns.

1.20 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.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, to award on an "each item" basis (however, the Proposer may indicate "all or none"), and to accept the proposal deemed most advantageous to the best interest of the City of Boise.



TERMS AND CONDITIONS

2.1 Assignment or Subcontracting

The Consultant may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Boise. If the City of Boise consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 Contract

The selected firms(s) will be expected to execute a contract with the City of Boise. Specific exception must be proposed prior to bid/proposal opening.

2.3 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 Consultant, 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.

2.4 Examination of Records

The City of Boise shall have access to and the right to examine any pertinent books, documents, papers, and records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest

2.5.1. The Consultant shall not hire any officer or employee of the City of Boise to perform any service covered by this Agreement.

2.5.2. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Boise.

2.5.3. The Consultant shall not be in a reporting relationship to a City of Boise employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

2.6 Copyright

The City of Boise shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the City of Boise are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

2.7 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

2.8 No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement



a third-party beneficiary of any right created by this Agreement or by operation of law.

2.9 Standard for Performance

The parties acknowledge that the City of Boise, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.10 Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.11 Applicable Law

The laws of the State of Idaho shall govern this agreement.

2.12 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 RFP 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 specifications.

2.12.1 The City of Boise reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.

2.12.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.12.3 If, in the opinion of the City of Boise, the solicitation does not result in reasonable prices to the City of Boise, considering price and cost factors associated with the acquisition described herein, 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.

EVALUATION OF APPLICANT

In determining the best qualified applications, City of Boise will consider all acceptable applications on a basis consistent with this Request for Proposal (RFP). The Evaluation Panel will rank applications directly from the evaluation process and basis of qualifications identified in this document. Once the final ranking is complete, the City of Boise may invite the three (3) highest ranked teams to offer them an interview with the project team and selection committee. The interviews will be conducted virtually via Microsoft Teams. Should any of the selected Teams not be available at that time, the City may invite the next ranked qualified Applicant(s) to interview. During the interview, the selection committee will further evaluate the performance record, the ability of the team to perform the work, and the quality of the service being offered. Initial scoring may be adjusted based upon interviews resulting in a final ranking. The highest ranked team will be recommended for selection.



The City may conduct reference checks by contacting references submitted by the team. In addition, the City may contact references not listed by the Artist. The information obtained for the reference checks may impact the scores assigned by the selection committee.

QUALIFICATION BASED SELECTION

The City of Boise reserves the right to reject any and all applications, to waive any irregularities in the applications received and to accept the applications that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.



RFP 21-313 EAST END KIOSKO
APPLICATION FORM / SIGNATURE PAGE 1 of 2
Return with Proposal

Name(s) of Business(es):

Mailing Address(es): _____

Phone(s): _____

Email(s): _____

Website(s): _____

Social Media: _____

Printed Name(s): _____

Signature(s): _____

Date: _____

****You must sign and date this form or you will be disqualified!***

Please let us know how you found out about this opportunity _____

Would you like to receive direct email about other Call for Entries from the Boise City Department of Arts & History? _____

Significant Local Economic Presence: ____ Yes; ____ No

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

Provide local address if different than mailing address:



RFP 21-313 EAST END KIOSKO
APPLICATION FORM / SIGNATURE PAGE 2 of 2
Return with Proposal

Proposer Acknowledges Receipt of the Following Addenda (if applicable):

Addendum #	Date
1.	
2.	
3.	

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 Proposal, to enter into and execute a contract, of which this 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 Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.



RFP 21-313 East End Kiosko

REFERENCES

Return with Proposal

Teams must provide at least one current reference per team member who are familiar with the quality of the work created by each team member. References must be able to verify the team member's ability to comply with the requirements of this application. Failure to provide references may be grounds for disqualification. Before a contract is awarded, the City will conduct reference check as is necessary to evaluate and determine the performance record and ability of the top ranked team to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By applying, you authorize the City to conduct reference interviews as needed.

Reference One

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

Reference Two

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

Reference Three

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____



Affiliation: _____

Years Known: _____

Reference Four

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

Reference Five

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

Reference Six

Name of Reference: _____

Email: _____

Phone: _____

Address: _____

City/State/Zip: _____

Affiliation: _____

Years Known: _____

