If revisions are made to this document, please email it as an attachment to the user stating, “If this document is final, please forward it to the Webmaster for posting on siouxfalls.org.”

**in the**

**City of Sioux Falls, South Dakota**

**Bid Request No.**

**Prepared by:**

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PUBLISH:

BID REQUEST NO.

NOTICE TO BIDDERS

The City of Sioux Falls, SD, requests formal bids for      .

To participate, you must be registered as a vendor in Bonfire. Register at siouxfalls.bonfirehub.com by selecting “New Vendor Registration” under the login tab. After you have registered, navigate to the Open Public Opportunities tab to view this invitation for bid. Bids will be electronically submitted through Bonfire and will be received by Bonfire **not later than 2 p.m., Central time**,      . Bids will be publicly opened and read at 3 p.m., Central time, City Hall, 224 W. 9th St., Sioux Falls, SD 57104. You may watch the bid opening virtually via Webex by utilizing information and links located at [www.siouxfalls.gov/business-permits/bids-procurement/purchasing-bid-opening.](http://www.siouxfalls.gov/business-permits/bids-procurement/purchasing-bid-opening.)

It is the bidder’s responsibility to check the Bonfire website for any changes or updates to the Invitation to Bid, which will be in the form of an addendum posted to the Bonfire website.

Telegraphic, fax, email, and hand-delivered responses will not be accepted unless specifically authorized in the terms and conditions of the Invitation to Bid.

The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of Sioux Falls, SD.

Published twice at the approximate cost of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Bid Request No.**

**Construction  
Instructions to Bidders**

**ENter bid req. no. in header on page 2 and 3 also.**

1. **Use of Standard Specifications:** The City of Sioux Falls current editions of the *General Conditions for Public Improvements* and the *Supplemental Standard Specifications* are hereby made a part of this contract in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at https://www.siouxfalls.gov/business-permits/development-projects/construction-management-and-design/specs-policies-manuals.

Division II—Construction Details and Division III—Materials Details of the current edition of the South Dakota Department of Transportation *Standard Specifications for Roads and Bridges* and the current version of the South Dakota Department of Transportation *Supplemental Specifications* and Errata related to Division II and Division III are hereby made a part of this contract in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at <https://dot.sd.gov/>.

1. **Bidding Requirements and Conditions:** Bids shall be prepared and submitted in accordance with Section 2 of the current version of the City of Sioux Falls General Conditions for Public Improvements and in accordance with the provisions listed in these Instructions to Bidders.
2. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
3. **Bid Security:** Each bid of $100,000 or greater must be accompanied by a bid bond in the amount of 10 percent of the amount of the bid, or in lieu thereof a certified check, cashier’s check, or bank draft in the amount of 5 percent of the amount of the bid. An image of the certified check, cashier’s check, or bank draft must be uploaded to Bonfire and physically delivered to Customer Service Counter, Ground Floor, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402 prior to the time of bid submission deadline. Bid bonds must be uploaded to Bonfire electronically. All bid guaranties shall be made payable to the City of Sioux Falls. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a state or national bank. **Bid guaranties other than those mentioned will not be accepted by the City of Sioux Falls.** Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid security of the successful bidder shall be retained until the contract is executed and a performance security (if applicable) has been submitted.
4. **Addenda:** Bonfire will notify bidders when an addendum is issued. It is the bidder’s responsibility to check the Bonfire website for any changes or updates to the Invitation to Bid, which will be in the form of an addendum posted to the Bonfire website siouxfalls.bonfirehub.com. When an addendum is issued after a bid was submitted, the bidder must withdraw their submission, acknowledge the addendum(s), and resubmit their bid. All addendum(s) must be acknowledged for a bid to be considered valid.
5. **Delivery of Proposals:** To participate, you must be registered as a vendor in Bonfire. Register at siouxfalls.bonfirehub.com by selecting “New Vendor Registration” under the login tab. After you have registered, navigate to the Open Public Opportunities tab to view this invitation for bid. Bids will be electronically submitted through Bonfire and will be received by Bonfire **not later than 2 p.m., Central time**, on the date set in the published Notice to Bidders. Proposal forms must be signed by bidder and uploaded to Bonfire to be considered. Bids will be publicly opened and read at 3 p.m., Central time, City Hall, 224 W. 9th St., Sioux Falls, SD 57104. You may watch the bid opening virtually via Webex by utilizing information and links located at [www.siouxfalls.gov/business-permits/bids-procurement/purchasing-bid-opening.](http://www.siouxfalls.gov/business-permits/bids-procurement/purchasing-bid-opening.)
6. **Award and Execution of Contract:** Bids shall be evaluated and awarded in accordance with Section 3 of the current version of the City of Sioux Falls General Conditions for Public Improvements and in accordance with the provisions listed in these Instructions to Bidders.
7. **Local Preference:** By virtue of statutory authority, preference will be given materials, products, and supplies found or produced within the state of South Dakota. Bidders resident in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference, except that bid awards where federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.
8. **Performance and Payment Bond:** Performance and payment bonds are required for all construction contracts totaling $50,000 or more.
9. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the City Engineer to discuss the basis for a bid award. Venue and jurisdiction for any appeals are in the South Dakota Circuit Court in Minnehaha County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with South Dakota law.
10. **Questions:** Questions pertaining to this bid request shall be directed to:

If the City deems it of general interest, the answer shall be issued in an addendum posted to the Bonfire website siouxfalls.bonfirehub.com.

1. **Insurance:** The Contractor entering into any contract for services shall secure the insurance specified below and shall cause all its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the City. The insurance specified in this policy directive may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of any agreement. Exceptions to this policy must be approved by the City Attorney’s Office and Risk Management.

a. Workers’ compensation. The policy shall provide the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer’s Liability coverage of not less than $1,000,000 each accident, $1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.

b. Commercial general liability. The policy shall provide occurrence form contractual, personal injury, bodily injury, and property damage liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy by endorsement shall name the City and its representatives (elected and appointed officials, agents, officers, City Council members, and employees) as additional insured. Blanket endorsements are acceptable if they define, list, or name ”additional insureds” as including any person or organization for whom the Bidder is performing operations under a written contract. If “occurrence form” insurance is not available, “claims made” insurance will be acceptable. The policy shall be maintained for three years after completion of this contract.

c. Automobile. The policy shall cover all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile policy with limits of not less than $1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

d. The Contractor’s insurance companies must agree to provide by endorsement the City with at least 30 days’ written notice of an insurer’s intent to cancel or not renew any of the insurance coverages. The Contractor agrees to hold the City harmless from any liability, including additional premiums due because of the Contractor’s failure to maintain the coverage limits required.

e. The City’s acceptance of a certificate of insurance does not mean that the City assumes responsibility for its validity. Nor does it mean that the City represents that the coverage and limits required are adequate to protect the Contractor.

f. The commercial general liability, automobile liability, umbrella, employer’s liability and workers compensation policies must be endorsed to provide a waiver of subrogation endorsement in favor of the City and its elected and appointed officials, agents, officers, City Council members, employees and consultants.

13. **Brand Name or Equal:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

Requests for review of “or equal” articles or materials should be submitted to the City in writing a minimum of seven calendar days prior to the bid opening for evaluation. The evaluation of bids and determination as to equality of the products shall be the responsibility of the City and will be based on information furnished by the bidder or identified in their bid, as well as other information reasonably available to the City.

If deemed equal, written notification and/or an addendum will be issued prior to bid opening and will be public. Any request for review made less than seven calendar days prior to the bid opening may not leave sufficient time for evaluation, and in such case bidders should assume, for purposes of making their bids, that the proposed article or material will not be allowed. In addition, bidders should not assume other articles or materials will be allowed or substituted by change order following the bid award.

1. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offeror who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5‑18C, and 5-18D, or who provides any false information in the submission of any bid or offer, is subject to having their bid or offer disallowed by the City. Any contract entered into in violation of SDCL 5-18A, 5-18B, and 5-18C is null and void.
2. **Certification Relating to Prohibited Entity:** For contractors, vendors, suppliers, or subcontractors who enter into a contract with the City by submitting a response to this solicitation or agreeing to contract with the City, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its bid or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A-1 (19A). It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the City if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**PROPOSAL FORM**

PROJECT:       BID REQUEST NO.

C.I.P. NO.       DATE:

The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish all labor, tools, materials, and equipment necessary to fully complete the work for the City of Sioux Falls, South Dakota, as advertised in accordance with the specifications therefore furnished by the City for the price(s) submitted in Bonfire.

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| --- | --- | --- | --- |
| **Item No.** | **Item Description** | **Unit** | **Estimated Quantity** |
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**add or delete lines from table as needed**

If there is a discrepancy between unit bid prices and extensions, the unit bid price shall govern. This request will be evaluated and a contract award made to the lowest bid, inclusive of selected alternates if applicable, from a responsive and responsible bidder deemed to be in the best interest of the Owner and as allowed by project budget.

It is understood and agreed that the quantities of material to be furnished and work to be done may be varied on construction as may be deemed advisable by the City of Sioux Falls. It is further understood and agreed that the City of Sioux Falls may, at its option, delete items from the contract.

The bid includes all local, state, and federal taxes that would affect the amount of the bid. The bidder agrees to only submit unit prices with no more than two decimal places. (i.e. example being $100.21)

The bidder will commence work under this contract and fully complete the project **within** **working days (OR) by** . Bidder further agrees to pay as liquidated damages the amount specified in the City of Sioux Falls’ current edition of the *General Conditions for Public Improvements,* Section 8.10, for each working day thereafter that the work remains uncompleted.

The undersigned acknowledges receipt of all addenda to the plans and/or specifications posted in Bonfire.

The undersigned submits herewith the bid security required by the Contract Documents.

It is understood that the right is reserved by the City of Sioux Falls to reject any or all bids, and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

The bidder must sign this proposal form and upload the document to Bonfire to be considered a complete bid proposal.

Respectfully submitted,

By

Federal Tax I.D. No.

(DO NOT OMIT)

Fuel Tax License No.

(Contracts including highway or street work only)

Highway Contractor’s License No.

(Contracts including highway or street work only)

Excise Tax No.

Sales Tax No.

OFFICIAL ADDRESS AND PHONE NUMBER:

Address

City, State, Zip

Phone Number

FAX

Email Contact