

PUBLISH: June 20 and 27, 2008

## REQUEST FOR PROPOSAL

Notice of Request for Proposal from the City of Sioux Falls, SD, for Cellular Services for the City of Sioux Falls.

To request a copy of the RFP, please contact the following:

City of Sioux Falls  
Purchasing Office  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402  
Phone: (605) 367-8013

The RFP response must be submitted by July 17, 2008, 2 p.m. CST to the above address.

REQUEST FOR PROPOSALS  
FOR  
CELLULAR SERVICES FOR  
THE CITY OF SIOUX FALLS

GUIDELINES AND REQUIREMENTS FOR SUBMITTAL

Request No. 08-0083

City of Sioux Falls  
South Dakota  
June 20, 2008

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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01**

#### **Purpose of the RFP**

This Request for Proposal (RFP) is issued by the City of Sioux Falls acting through its Information Technology Department (ITD) and Purchasing Office (hereinafter referred to as the "City"). The Purpose of this RFP is to establish a contract with a qualified vendor for Cellular Communication Services and related accessories. The resulting contract from this RFP will provide anytime/anywhere cellular communication services to the City of Sioux Falls.

### **1.02**

#### **Contact Person, Telephone, Fax, Email**

The Purchasing Coordinator is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the Purchasing Coordinator. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Purchasing Coordinator: Scott Rust  
Phone: 605-367-8836  
Fax: 605-367-7700  
Email: [srust@siouxfalls.org](mailto:srust@siouxfalls.org)

### **1.03**

#### **RFP Schedule of Events**

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: June 20, 2008
- Letters of Interest are due: June 27, 2008
- Proposals due: July 17, 2008
- Equipment Testing: August 1, 2008–September 30, 2008
- City issues Notice of Intent to Award a Contract approximately: October 16, 2008
- City issues contract approximately: November 1, 2008
- Contract start date: January 1, 2009

- Voice Service start date: January 1, 2009
- Data Service start date: January 1, 2009

#### **1.04**

##### **Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit one (1) original (marked "Original") and six (6) copies of the proposal in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office  
Attention: Scott Rust  
Request for Proposal (RFP: City of Sioux Falls Cellular Services)  
RFP No. 08-0083  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

Proposals must be received by the purchasing agency at the location specified no later than 2 p.m., central time, on July 17, 2008. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City of Sioux Falls ("City") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

#### **1.05**

##### **Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all Offerors that submitted a Letter of Interest (see Section 1.07). Amendments will also be posted on the website under Requests for Proposal: <http://www.sioxfalls.org>.

**1.06  
Notice Provided**

The Request for Proposal and any amendments to the RFP will be posted on the following website: <http://www.siouxfalls.org>.

**1.07  
Letter of Interest**

Vendors interested in receiving any notices related to this RFP are required to contact the Purchasing Coordinator with the name of their firm, contact person, mailing address, telephone number, fax number, and email address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal to this RFP. The City must receive the letters of interest by the City by June 27, 2008.

## **SECTION TWO BACKGROUND INFORMATION**

### **2.01**

#### **Background Information**

The City of Sioux Falls currently has a contract for cellular phone services. The current contract expires on December 31, 2008. The City desires service that provides maximum geographic coverage on a state and national basis, and provides an uncomplicated billing arrangement for the voice and data plans, as discussed in this RFP.

The City owns and operates its own Microsoft Exchange Server 2003 and this utilizes the features of Service Pack 2 to communicate with the mobile devices.

### **2.02**

#### **Current Expenditures**

The current expenditures listed below are for voice services included in this RFP and are intended to give the Offeror an estimate of the magnitude of a potential contract that may result. The cost data was taken from the month of April 2008 and represents a sample month. The data includes all users utilizing the current cellular contract. The estimated total number of users is 530 and the monthly estimated cost was \$11,395 which includes all the additional fees above and beyond the base cost. The minutes of usage during that same time period was estimated as approximately 88,539.

The current expenditures listed below are for smart phones (i.e., Moto Q, Treo, etc.). The estimated total number of users is 72 and the monthly estimated cost was \$5,440 which includes all the additional fees above and beyond the base cost. The minutes of usage during that same time period was estimated as approximately 21,218 and the Kilobyte usage was approximately 272,027.

## **SECTION THREE SCOPE OF WORK**

### **3.01 Introduction**

The City desires service plans which provide maximum geographic coverage throughout the state and nation, flexible plans, and pricing options.

Contracts will be required to offer warranty and maintenance services either bundled or provided separately from any equipment contract(s).

### **3.02 Cellular Communications**

Each offeror must list and describe in detail all cellular voice and data services, plans, and features available to the City. Each offeror must provide coverage maps for available services. The City is also interested in an option to purchase unlimited usage.

During the life of this contract, the awarded Offerors must provide updated price lists at the request of the City. The contracts may also be amended to make changes and additions to the services and accessories offered under the contract.

The City intends to award cellular service contracts to one vendor. The City also reserves the right to execute cellular services contracts under the Western States Contract Alliance (WSCA) Wireless Communications Services and Equipment Master Price Agreement.

Number portability between vendors is a requirement and shall be done at no additional cost to the City.

Each Offeror must also outline any expansion plans.

#### **General Billing Requirements:**

The City seeks an efficient billing process. The City requires invoicing to each account, each month, at no additional charge to the City. The billing format will be reviewed and approved by the contract administrator previous to the final contract agreement. Offeror must thoroughly describe their ability to accept and process orders using purchase orders or purchasing cards. Offerors must also discuss their ability to receive online payment via purchase card, receive an electronic funds transfer from the City, and/or a seamless electronic interface to City accounting systems.

The Offeror must produce, at no extra cost, electronic call detail by device upon request within a thirty- (30) day period. The Offeror must retain records of all call detail for a sixty- (60) day period.

Offerors are invited to provide any other information that they feel is relevant to this RFP process. For example, would the Offeror provide any additional services at no cost to the City or assist the City in evaluating its existing needs and future needs.

### **3.03**

#### **Product Support and Customer Service Requirements**

Offeror must describe process for trouble reporting and requesting additional services.

#### **SINGLE POINT OF CONTACT**

The Offeror will establish for the City's use a single point of contact (SPOC) plus one authorized alternate to provide direct support for the City's cellular related issues including, but not limited to, order entry, network monitoring, trouble resolution, and billing. The representatives shall be full-time employees of the Offeror. The representatives shall be familiar with all aspects of cellular communications and services. Only these representatives will represent the Offeror regarding services for this contract unless otherwise specifically authorized by the contract administrator.

#### **Customer Service**

The City seeks a high level of customer service. Customer service representatives will be assigned to each account by area and shall be familiar with all aspects of the City's requirements and conditions of the contract. The contractor must promptly notify the City's contract administrator of any changes to the list of customer service representatives.

The proposal will provide a detailed narration of the level of service offered and customer support options available, but not limited to:

- Dedicated customer service contacts
- Equipment orders
- Inquiries
- Billing discrepancies
- Technical services
- Process for phone changes/lost phones
- The Offeror's representatives must live within reasonable traveling distance of the city of Sioux Falls. The representatives must be available for calls on specific problems, should they occur, within a reasonable time.

## **Training Plan**

Users will be trained at no expense to the City. The City seeks a training solution that will provide user competency, which may include on-site training, upon request. The Offeror will describe in detail the training for City users. The Offeror is responsible for developing a training plan for City personnel in the use of the equipment and the operation and programming of the cellular phones and system components. The training will be at no additional cost to the City and shall be provided on site at intervals as deemed appropriate.

### **3.04 Federal Requirements**

The Offeror must identify and comply with all known federal requirements that apply to the proposal, the evaluation, or the contract.

## SECTION FOUR GENERAL CONTRACT INFORMATION

### 4.01

#### **Contract Term, Extension, and Renewal Options**

The City intends to enter into contract with an initial term of two (2) years, with options for up to two (2) one-year contract renewal or extensions.

### 4.02

#### **Contract Type**

This contract is a ***Fixed Price with Adjustment*** contract. The initial contract price will be based upon prices submitted by the offeror, subject to contract negotiations with the City and shall be firm for the two years of the contract. Price Adjustments will be negotiated at the request of either party in the extension periods.

The City must be notified in a timely manner of all price decreases.

The contractor will meet with the Contract Administrator not less than once per quarter to conduct a contract and performance review of the contractor. These meetings will be either in person in Sioux Falls or via conference call with not less than two in-person meetings per year. This review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies. If necessary, appropriate adjustments to the pricing may be negotiated for the new quarter if agreed upon by both parties.

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City. Any increase will be based on the Offeror/Contractor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City: (1) the request may be granted; (2) the contract may be cancelled and solicitation may be readvertised; or (3) continue the contract without change.

The City will accept or reject all such written requests within thirty (30) days of the date of receipt of Offeror request for price increase and receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment to the contract specifying the date the increase will be effective. Contractor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

When the City rejects a request for a price increase, the contractor will be notified and the contract will continue without change.

#### **4.03**

##### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

#### **4.04**

##### **Additional Terms and Conditions**

The City reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposed evaluations.

#### **4.05**

##### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the City's rights under any contract resulting from the RFP will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### **4.06**

##### **Contract Approval**

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Mayor signs the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

#### **4.07**

##### **Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The City is not responsible for and will not pay local, state, or federal taxes. The City sales tax exemption number is 51-001-466000425E-RG-003, and certificates will be furnished upon request by the purchasing agency.

**SECTION FIVE  
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS CONTRACT IS 100**

**5.01**

**Cellular Communications**

**Thirty Percent (30%)** of the total possible evaluation points will be assigned to this criterion.

Weight **30 Percent**. Maximum Point Value for this Section

**100 Points x 30 Percent = 30 Points**

Rating Scale ( <b>30 Point</b> Maximum)	
<b>Point Value</b>	<b>Explanation</b>
0	None. Not addressed or response of no value
1–5	Fair. Limited applicability
6–11	Good. Some applicability
12–16	Very Good. Substantial applicability
17–20	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

- Do they have adequate geographic coverage throughout the state and nation?
- What is the breadth of offering of their plans (i.e., features, range of minutes, options, price ranges)?
- Do they have flexible and comprehensive plans?
- Are there a variety of devices supported?
- Do the services offered meet the needs of the City?
- Has the Offeror proposed a pooled minutes plan?
- Has the Offeror outlined any expansion plans?
- Device operability (testing)?
- Offeror must have an EVDO rev A or better network system.

## 5.02

### Product Support and Customer Service

**Thirty Percent (30%)** of the total possible evaluation points will be assigned to this criterion.

Weight **30 Percent**. Maximum Point Value for this Section

**100 Points x 30 Percent = 30 Points**

Rating Scale (30 Point Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1–6	Fair. Limited applicability
7–15	Good. Some applicability
16–25	Very Good. Substantial applicability
26–30	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

- Does the Offeror describe their processes for trouble reporting and requesting additional services? Does the proposed process meet the City's needs?
- Does the Offeror's proposed account representation meet the needs of the City?
- Has the Offeror identified specific plans managing customer inquiries and defined response time to inquiries?
- Is the billing process efficient and is the Offeror able to invoice each account, each month?
- Did the Offeror describe their ability to accept and process purchase orders, purchasing cards, or ACH?
- Did the Offeror describe their ability to receive online payment via purchase card, receive an electronic funds transfer from the City, and/or seamless electronic interface to City accounting systems?
- Is the Offeror able to produce an electronic call detail by device upon request?
- Has the Offeror outlined phone changes and/or lost phones?

### 5.03

#### Experience, Qualifications, and Financial Strength

**Ten Percent (10%)** of the total possible points will be assigned to this criterion.

Weight **10 Percent**. Maximum Point Value for this Section

**100 Points x 10 Percent = 10 Points**

Rating Scale (10 Point Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1–2	Fair. Limited applicability
3–5	Good. Some applicability
6–8	Very Good. Substantial applicability
9–10	Excellent. Total applicability

Proposals will be evaluated against the questions set out below.

- Is the applicable education and experience of the personnel designated to work on the project extensive?
- Did the Offeror provide references?
- Do any subcontractors measure up to the evaluation used for the Offeror?
- Does the firm appear to be financially stable?

### 5.04

#### Contract Cost

**Thirty Percent (30%)** of the total possible evaluation points will be assigned to cost.

Weight **30 Percent**. Maximum Point Value for this Section

**100 Points x 30 Percent = 30 Points**

#### Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

#### Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

Any prompt payment discount terms proposed by the Offeror will not be considered in evaluating cost. The lowest cost proposal will receive the maximum number of points allocated to cost.

## **5.05 Oral Presentations**

Offerors determined to be reasonably acceptable for award may be required to provide an on-site presentation of the proposed solution for the evaluation committee.

If presentations are needed, they will be held at City Hall, Sioux Falls, SD. The City will schedule a date and time with each of the Offerors if necessary.

Offerors will be responsible for all costs associated with providing the demonstration.

## **5.06 Device Testing**

Offerors will be required to provide two (2) cellular phones for testing. One phone will be a standard voice phone and one will be smart phone. The City will determine the models for testing. There will be no cost to the City for the testing of these devices.

The Information Technology Department will conduct the testing to determine the strength of the Offeror's wireless network and provide a written report which will be used in rating the RFP.

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The City discourages overly lengthy and costly proposals; however, in order for the City to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested. The Offeror's proposal shall include a point by point response for each paragraph in this RFP.

### **6.02 Introduction**

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the City should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.

Proposals must be signed by a company officer empowered to bind the company. The Offeror's failure to include these items in the proposals may cause the proposal to be determined to be nonresponsive and the proposal may be rejected.

### **6.03 Cellular Communications**

Offerors must provide a comprehensive response to Section 3.02. Responses must be in the same sequence as they appear in Section 3.02. If an Offeror must provide supporting narrative and documentation when required in response to the requirements of this section.

### **6.04 Product Support and Customer Service**

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.03. Responses must be in the same sequence as they appear in Section 3.03. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

### **6.05 Experience and Qualifications**

Offerors must describe the experience of their firm in delivery of cellular services. Additionally, Offerors must provide information specific to the personnel assigned to

accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and personnel. Provide the following information about each person listed:

- (a) Title;
- (b) Resume;
- (c) Description of the type of work the individual will perform; and
- (d) The number of estimated hours for each individual named above.

If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Offerors are responsible for all work performed by their subcontractors.

Offerors must provide three reference names and phone numbers for similar projects the Offeror's firm has completed. The City reserves the right to contact any references provided by the Offeror. Offerors are invited to provide letters of reference from previous clients.

## **6.06 Financial Requirements**

- A. The Offeror shall provide financial information in such a manner that a determination about the stability and financial strength of the organization can be reasonably formulated. This must include, but not be limited to, company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, audited financial statements for the most recent three years, and other information which is relevant to this RFP. A current Dun and Bradstreet Report would fulfill this requirement. An Annual Report can be used as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The City reserves the right to contact the accounting firm if questions arise.
- B. Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which may materially affect the viability or stability of the Offeror's organization, or certify that no such condition is known to exist.
- C. A confidentiality statement may be included if this portion is considered nonpublic information. The City may request reports on financial stability from independent financial rating services in order to further substantiate stability.

## **6.07**

### **Cost Proposal**

The Offerors should list all services, price plans, and discounts available to the City. The Offeror should also list the price for a pooled usage plan if available.

All costs associated with the contract must be stated in U.S. currency and represent the monthly reoccurring rates. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

The Offerors must list any additional service charges not identified, such as long-distance charges for international calls.

## **6.08**

### **Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP. This would include, but not limited to:

- Service Contracts
- Coverage Maps
- Plan Descriptions
- Devices Supported
- Equipment List with Specs
- Expansion Plans

## **SECTION SEVEN STANDARD PROPOSAL INFORMATION**

### **7.01**

#### **Authorized Signature**

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

### **7.02**

#### **City Not Responsible for Preparation Costs**

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **7.03**

#### **Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

### **7.04**

#### **Offeror's Certification**

By signature on the proposal, the Offeror certifies that it complies with:

- a) The laws of the state of South Dakota;
- b) All applicable local, state, and federal laws, code, and regulations;
- c) The applicable portion of the Federal Civil Rights Act of 1964;
- d) The Equal Employment Opportunity Act and the regulations issued by the federal government;
- e) The Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- f) All terms, conditions, and requirements set forth in this RFP;
- g) A condition that the proposal submitted was independently arrived at, without collusion;
- h) A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any Offeror fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

#### **7.05 Offer Held Firm**

Proposals must remain open and valid for at least **90 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **90 DAYS**, the City will send a written request to all Offerors deemed susceptible for award asking Offerors to hold their price firm for a longer specified period of time

#### **7.06 Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the City's request. After the deadline, Offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the Offeror's bid bond or other bid type of bid security, if one was required.

#### **7.07 Alternate Proposals**

Offerors may not submit alternate proposals for evaluation.

#### **7.08 Subcontractors**

Subcontractors may be used to perform work under this contract. If the Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within **five working days** from the date of the City's request:

- (a) Complete name of the subcontractor;
- (b) Complete address of the subcontractor;
- (c) Type of work the subcontractor will be performing;
- (d) Percentage of work the subcontractor will be providing;

- (e) Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid South Dakota business license; and
- (f) A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.
- (g) A copy of the Offeror/subcontractor contract verifying the Offeror as the sole responsibility for any and all services under this RFP and financially liable, without exception, to the City for all services contracted by the Offeror under this RFP.

The Offeror's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Purchasing Coordinator or contract administrator designated by the City.

## **7.09 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

## **7.10 Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

## **7.11 Right of Rejection**

The City reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Coordinator may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Coordinator may waive minor informalities that:

- Do not affect responsiveness;
- Are merely a matter of form or format;

- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are insignificant, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

## **7.12**

### **Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Coordinator or the proposal evaluation committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **7.13**

### **Discussions and Best and Final Offers**

The City may conduct discussions or request best and final offers with Offerors that have submitted proposals determined to be reasonably susceptible for award. The City is not obligated to do so; therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the Offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after the initial evaluation of proposals by the evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

## **7.14**

### **Contract Negotiation**

After final evaluation, the Purchasing Coordinator may negotiate with the Offerors of the highest ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest ranked proposal.

If contract negotiations are commenced, they will be held at City Hall in Sioux Falls—a date and time to be determined.

If contract negotiations are held, the Offeror will be responsible for all cost including its travel and per diem expenses.

## **7.15**

### **Failure to Negotiate**

If the selected Offeror:

- Fails to provide the information required to begin negotiations in a timely manner;
- Fails to negotiate in good faith;
- Indicates it cannot perform the contract within the budgeted funds available for the project; or
- If the Offeror and the City, after a good faith effort, cannot come to terms.

The City may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

## **7.16**

### **Notice of Intent to Award—Offeror Notification of Selection**

After the completion of contract negotiation, the Purchasing Coordinator will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent Award will set out the names and addresses of all Offerors and identify the proposals selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.

Successful Offerors named in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Offeror and the City sign the contract.

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Office during normal business hours within seven calendar days of the date the Mayor signed the bid award document.

**SECTION EIGHT  
ATTACHMENTS**

**8.01  
Attachments**

1. Evaluation Summary

**ATTACHMENT 1  
EVALUATION SUMMARY**

Name of RFP:		
RFP Number:		
Vendor Being Evaluated:		
Evaluator's Names:		
Date:		
Technical Evaluation (Maximum 60 Points)	Maximum Points by Category	Score
1. Cellular Communications and Testing	30	
2. Product Support and Customer Service	30	
3. Experience, Qualifications, and Financial Strength	10	
Cost Evaluation (Maximum 30 Points)  <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points  Calculated points awarded for price		
4. Cost	30	
Total		