

***Request for Proposals
for
Bicycle and Pedestrian Connection Concept Study***

8/5/16

City of Sioux Falls, South Dakota

Proposal Request No. 16-0152

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Request for Proposals for a Bicycle and Pedestrian Connection Concept Study

Section 1 Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract from qualified firms to perform a Bicycle and Pedestrian Connection Concept Study.

1.02 Contact Person, Telephone, Fax Number, and Email

Scott Rust, Purchasing Manager, Finance department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Scott Rust, Purchasing Manager, Finance department

Phone: 605-367-8836

Fax: 605-367-8016

Email: 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: August 8, 2016.
- Proposals due: September 1, 2016.
- Review of Proposals: September 2–9, 2016.
- Contract Intent to Award: September 9, 2016.
- Execute Contract: October 7, 2016.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

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

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 Engineering Office
Attention: Scott Rust
Bicycle and Pedestrian Connection Concept Study
RFP No. 16-0152
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be **received** by the Engineering Office at the location specified no later than **2 p.m., Central standard time, on Thursday, September 1, 2016**. 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 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Scott Rust, Purchasing Manager, at srust@siouxfalls.org. Answers to questions will be posted to the City's website. The deadline for questions is 2 p.m., Central standard time, Friday, August 26, 2016.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., Monday, August 29, 2016.

Responding firms are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting firm.

Section 2 Scope of Work

2.01 Objective

The objective of this study is to take four or five specific areas within Sioux Falls to enhance bicycle and pedestrian connections. This might include methods to develop local and collector routes as major bicycle and pedestrian cross-town routes or find better bicycle and pedestrian access to major destinations.

Issue #1: Interstate system and major streets are major barriers.

Issue #2: Some sections have lack of collector streets or through streets—barriers include major street crossing, drainageway, golf courses, cemeteries, etc.

2.02 Background

The vision of the Sioux Falls Bicycle Plan is to:

Make Sioux Falls a place where people want to ride their bicycles in all areas of the city.

A very high priority goal of the Sioux Falls Bicycle Plan is to “Develop a complete bicycle network through the addition of new facilities as identified in the Bicycle Plan.” This goal includes action items such as:

1. All on-street routes should radiate off the bike trail to help bicyclists gain access to the trail and to destinations across the city.
2. Design and implement bike facilities that are appropriate for street traffic.
3. Find design methods that safely and comfortably cross barriers such as interstates, rivers, and major intersections.

In Chapter 4 of the Bicycle Plan, a Design Guide includes the identification of two major types of on-street bicycle facilities—Bike Neighborhood Greenways and Bike Commuter Routes. Each of the project sites identified in the Scope of Services below are included as a part of the on-street route system proposed by the Bicycle Plan. For more information about the Sioux Falls Bicycle Plan, go to www.siouxfalls.org/planning-building/planning/transportation/highlights/bicycle-planning.

2.03 Scope of Services

A consultant is needed to provide concept plans to improve bicycle and pedestrian connections and accessibility for each project site with preliminary costs including construction costs, projected right-of-way, and/or land acquisition costs. Each concept plan would have recommendations for bicycle and pedestrian facilities to help create attractive, comfortable, and safe connections.

A. Project Sites (**See Map of Project Sites included at end of RFP as Exhibit A**)

1. 41st Street and I-29 area that includes two major regional shopping areas (the Empire Mall and Meadows on the River). The objective for a concept plan for this area is developing a complete street network that provides bicycle and pedestrian access to and from this area.
 - a. Barrier: Access west from bike trail to Empire Mall (43rd Street across Louise Avenue)
 - b. Barrier: Access south from Meadows on the River to Empire Mall.
 - c. Barrier: Access east along 49th Street and across 49th Street.
 - Use 49th Street with high traffic or use alternative parallel route and construct connections?
 - d. Barrier: Access west from bicycle trail to Meadows on the River (34th Street/Shirley Avenue crossing 26th Street/Louise Avenue).
2. 15th Street Bicycle Boulevard Feasibility. This would be the first bicycle boulevard in Sioux Falls. The corridor is from the Great Plains Zoo to downtown and includes an elementary school along the route. The route has also had neighborhood concerns over cut-through traffic and high speeds.
 - a. Barrier: Crossing Kiwanis Avenue.
 - b. Barrier: Developing a design that still provides access to neighborhood.
 - c. Barrier: Designing comfortable and safe bicycle facilities to downtown.
3. Ralph Rogers Road to 61st Street. Ralph Rogers Road is a good bicycle route, but too short to be very useful for adequate east-west bicycle and pedestrian connections. With connections further to the east, bicyclists and pedestrians can avoid busy arterials in the area and access parks, schools, and other bicycle routes.
 - a. Barrier: 69th Street and 57th Street lack bike lanes to east and west.
 - b. Barrier: Collectors lacks connectivity. For example, how to cross Minnesota Avenue and cross the golf course and then eventually the railroad track one-half mile east of Cliff Avenue?
4. North Bahnson Avenue connection across cemetery from Sixth Street to Tenth Street. Bahnson Avenue is the major collector on the east side of Sioux Falls. However, the collector is not connected from the north to south between Sixth Street and Tenth Street. This barrier significantly limits bicycle and pedestrian connections traveling comfortably between neighborhoods including access to schools, parks, libraries, swimming pools, and commercial developments.
 - a. Barrier: Cemetery.

- b. Barrier: Bahnson Avenue needs to be extended to Rice Street to future trail.
5. (Alternate) 22nd to 24th Street Corridor (Route 15A). This route is a great east-west route through the middle of the city. Connectivity is very good except near Cliff Avenue and the bike trail. The objective of this project is to look at adding bicycle facility and connectivity options to make it more comfortable to cross busy streets and create more convenient connections.
 - a. Barrier: Crossing Cliff Avenue corridor.
 - b. Barrier: How to transition to 18th Street east of Southeastern Avenue safely? For example, is it better to cross Cliff Avenue at 17th Street with an existing signal or at 24th Street and add a HAWK signal?

- B. Public Involvement:** It is expected that one public open house is expected for this project at about the halfway portion of the project. The consultant will be expected to reserve a meeting location, prepare exhibits, prepare press releases for City distribution, provide meeting minutes, and attend all meetings. The meeting location should be a public facility. Individual coordination meetings with some property owners may also be needed.
- C. Schedule:** The consultant should assume a notice to proceed by October 15, 2016. The consultant will propose a schedule they feel best represents their level of effort available for this project.
- D. Funding:** This project will be funded using 100 percent City funds. The proposed budget is \$50,000.
- E. Deliverables:** A final report submitted electronically in PDF format, bookmarked accordingly for each of the project areas listed above.

FIRMS INTERESTED IN PROVIDING TECHNICAL ENGINEERING SERVICES ARE REQUESTED TO SUBMIT THE FOLLOWING INFORMATION:

- Name of Project Manager and other design team members to be assigned to this project. Please address contingency plans should one of these employees be unavailable during the design phase.
- The firm's approach to the project and experience in each of the design features required that are listed above. The approach should include, but not be limited to, all items listed above and a task list.
- The firm's estimate of staff hours.
- A proposed schedule for the project to be completed and accepted by City staff by December 30, 2016.

2.04 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the firm's performance of the agreement or any other agreements of the firm, entered into by reason thereof. The firm shall indemnify and defend the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents, with respect to any claim arising or alleged to have arisen from negligence and/or willful, wanton, or reckless acts or omissions of the firm, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

2.05 Insurance Requirements

The offeror shall secure the insurance specified below. All insurance secured by the firm under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section 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 this agreement.

1. Workers' compensation insurance providing 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.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a 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 shall name the City and its representatives as an additional insured. 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 agreement.
3. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by the consultant in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the consultant and assumes no responsibility therefor.

4. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
5. Loss or breach of data liability coverage/cyber liability insurance covering third-party (including City employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third-party corporate and/or personally identifiable information in its care, custody, or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a consultant employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality or credit injury to any City customer or vendor arising out of these Internet activities). The aggregate limit shall be \$1,000,000. If coverage is written on a claims-made basis, consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement; and that continuous coverage will be maintained or an extended discovery period will be purchased for a period of one (1) year beginning when the services under the contract are completed. The City shall be named as an additional insured.

The Offeror will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Offeror agrees to hold the City harmless from any liability, including additional premium due because of the firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

2.06 Cost Proposal

Offeror shall submit a detailed cost proposal based on the number of hours proposed for the services listed in Section 2.03 Scope of Services.

2.07 Contract Award

It is the City's intent to enter into a contract with an Offeror who best demonstrates the ability to provide a Bicycle and Pedestrian Connection Concept Study for the City. After review of the proposals, if the City decides to not enter into contract, the City will notify all Offerors.

Section 3 Proposal Format and Content

3.01 Format and Content

In addition to detailed methodology and pricing, as outlined in Section 2.03, the submittal must contain the following information:

A. Content (please limit to 20 pages)

Responding individuals and firms must submit a detailed proposal including the following:

1. **Cover Letter**—Include the name of a contact person, address, phone number, and email address of the firm.
2. **Technical Approach**—A work plan that addresses all elements of the project, describes the consultant's proposed approach and understanding to each task, and justifies the methodology employed. The consultant may include in this section any other information deemed important to this project.
3. **Project Schedule and Estimate of Staff Hours**—A detailed spreadsheet of staff hours for the entire project is required to be submitted with the proposal.
4. **Project Organization, Schedule, and Staffing**—A list of project personnel including role in the project, an organizational chart including subconsultants, and project design schedule.
5. **Firm Experience Qualifications**—Provide a listing of information for each person in your firm participating in this project. State the educational background of each individual, years of experience, length of employment with your firm, and experience providing the providing management and charter services.
6. **References**—Firm shall provide a list with contact information of clients that have requested your services.

B. Signature Requirements

Proposals must be signed by a duly authorized official of the consultant firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team. All subconsultants must be listed in the proposal.

Section 4

Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified firm to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Understanding of the project and technical approach 35 points
- Experience of the firm and qualifications 20 points
- Project organization and schedule and staffing 15 points
- Reasonableness of cost for the project 30 points

Upon review of the proposals, the City will score the proposals and may short-list and may interview the highest ranking firms. Upon completion of the interviews, the highest ranking firm may be asked to enter into contract negotiations with the City of Sioux Falls. If an agreement cannot be reached with the highest ranked firm, the City may move to the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City of Sioux Falls reserves the right to not select a firm as part of this process if an agreement cannot be reached or for any other reason.

4.02 Special Conditions

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

Section 5

Standard Proposal Information

5.01 Authorized Signature

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

5.02 City Not Responsible for Preparation Costs

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

5.03 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.

5.04 Offeror's Certification

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

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- 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 firm 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.

5.05 No Contact Policy

Any contact with any City representatives, elected officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

5.06 Special Conditions

The City of Sioux Falls reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Sioux Falls, South Dakota.

The City reserves the right to:

- A. Amend, modify, or reject this RFP.
- B. Revise any requirements under this RFP.
- C. Require supplemental statements of information from any responding party.
- D. Extend the deadline for submission of responses hereto.
- E. Negotiate or hold discussions with any Offeror to correct insufficient responses that do not completely conform to the instructions contained herein.
- F. Waive any nonconformity with this RFP.
- G. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- H. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- I. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked firm.
- J. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any Offeror, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

Exhibit A Bicycle and Pedestrian Project Site Map

