

***Request for Proposals
for
Building Enclosure Consulting Services***

City of Sioux Falls, South Dakota

Proposal Request No. 17-0137

October 18, 2017

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Request for Proposals For Building Enclosure Consulting Services

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 with a qualified firm for Building Enclosure Consulting Services.

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: October 18, 2017.
- Proposals Due: November 7, 2017.
- Review of Proposals and Shortlist: November 8–10, 2017.
- Interviews (If Needed): November 14–16, 2017
- Contract Intent to Award: November 17, 2017.
- Execute Contract: November 22, 2017.
- Complete Study: December 31, 2017.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Firms must submit one (1) original hard copy (marked "Original") and five (5) hard copies of the proposal in a sealed envelope or package.

One Cost Proposal is 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
RFP No. 17-0137
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central Standard Time, on Tuesday November 7, 2017.**

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

Firms 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. A firm'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, **Wednesday, November 1, 2017.**

If deemed necessary, addenda to the RFP will be issued and will be emailed to the firms. No addenda will be issued after 5 p.m., **Friday, November 3, 2017.**

Responding firms are prohibited from communicating in any other manner about this project with any other City employee or elected City official 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 Introduction

The City constructed a new, 12,000 seat, multipurpose events center, the Denny Sanford PREMIER Center, 1201 N. West Avenue, Sioux Falls, SD 57104. This events center was substantially complete on August 1, 2014. The Architect of Record was Sink Combs Dethlefs of Denver, CO, and the Construction Manager at Risk constructor was M.A. Mortenson Company of Minneapolis, MN.

2.02 Scope of Work

The City is seeking an independent review of the flush, IMETCO CF-12 exterior metal wall panel system for functionality and structural soundness. In addition to a review of the exterior metal wall panel system, the consultant will also review the air and moisture barrier system behind the metal wall panel system.

2.03 Detailed Methodology and Cost Proposal

Firms shall submit a detailed methodology/project approach and fixed fee cost proposal (in a separate envelope) to address the scope of work. The detailed methodology/project approach should include a breakdown of the proposed time and effort to perform the work listed in Section 2.02 Scope of Work.

The City will provide the Construction documents including the plans and specifications, shop drawings, installation photographs, and warranties upon contract execution.

The contact person for the Architect of Record is Michael Harvey of Sink Combs Dethlefs at 303-308-0200 and the Construction Manager at Risk is Dan Mehls of M. A. Mortenson Company at 971-202-4113.

Firms will be required to hold pricing firm for 60 days.

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, 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, 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 firm 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. 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.
4. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of the firm or its consultants, omissions of firm or its consultants, failure to render a service by the firm or its consultants, or the negligent rendering of the service by the firm or its consultants 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 firm or its consultant's interest and assumes no responsibility therefor.

The firm 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 firm 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 Contract Award

It is the City's intent to enter into a contract with a firm who best demonstrates the ability to provide **Building Enclosure Consulting Services**. After review of the proposals, if the City decides to not enter into contract, the City will notify all firms.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

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

1. **Cover Letter.** Provide name and address of the firm and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding and capability of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

2. **Project Team Experience Qualifications.** Provide résumés or 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 **Building Enclosure Consulting Services**.
3. **References.** Firm shall provide a list with contact information of agencies that have requested your services.
4. **Experiences.** Each firm shall supply recent examples of similar projects that the firm has completed.

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, and the reference checks made, 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, capability, and expertise..... **40 points**
- Experience of the firm's proposed project team.... **30 points**
- Reference and sample work evaluation..... **15 points**
- Cost of project..... **15 points**

Upon review of the proposals, the City will score the proposals and may short list and 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. 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 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, to prevent the release of proprietary information of the submitting firms.

Section 5
Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the firm 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

Firms 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). 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 firm's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Firm's Certification

By signature on the proposal, the firm 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. A 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).

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 firm in default.

5.05 No Contact Policy

Any contact with any City representatives, related 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 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.

The City reserves the right to:

- a) Amend, modify, or withdraw 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 bidder 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 bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.