

**Request for Proposals**

**for a**

**Live Fire-Training Prop**

**City of Sioux Falls, South Dakota**

**Proposal Request No. 19-0001**

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# Request for Proposal: Live Fire-Training Prop

## 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 provide a live fire-training prop for Sioux Falls Fire Rescue (SFFR). The training prop will be used in first responder training for SFFR personnel.

### 1.02 Contact Person, Telephone, Fax Number, and Email

All questions regarding this RFP are required to be submitted in writing to Kara Scherbring, Business Analyst, Finance Office, at [kscherbring@siouxfalls.org](mailto:kscherbring@siouxfalls.org). Answers to questions will be posted on the City's business page ([www.siouxfalls.org/business](http://www.siouxfalls.org/business)) in a timely manner. The deadline for RFP questions is **2 p.m. Central time, December 20, 2018**.

The Proposer, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Business Analyst. Other means of communications or contact may disqualify the Proposer.

**Submittals shall be signed by a duly authorized official of the Proposer.** Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

### 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: November 30, 2018
- Deadline for Questions: December 10, 2018
- Proposals Due: December 20, 2018
- Review of Proposals: January 2 & 3, 2019
- Interviews (if needed): TBD, if needed
- Contract Award: January 10, 2019
- Issue of Purchase Order: January 10, 2019

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

Proposers must submit one (1) original hard copy (marked "Original"), one (1) Digital copy on a USB drive, and seven (5) hard copies of the proposal in a sealed envelope or package to the City no later than **2 p.m., Central time, on Thursday, December 20, 2018.**

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

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 Customer Service Counter  
Attention: Kara Scherbring  
Business Analyst  
RFP No. 19-0001  
Ground Floor, City Hall  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

Proposals must be received by the Customer Service Counter on ground floor of City Hall no later than **2 p.m., Central time, on Thursday, December 20, 2018.** Proposals will not be publicly read at the opening.

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

Proposers assume the risk of the method of dispatch chosen. The 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 Proposer'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.

Excluding proprietary information, the successful Proposer'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" that 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 Proposers not awarded the contract are nonpublic records and will remain confidential.

#### **1.05 Questions and Addenda**

Questions regarding this RFP shall be submitted in writing to Kara Scherbring at [kscherbring@siouxfalls.org](mailto:kscherbring@siouxfalls.org). Answers to questions will be posted to the City's website. The deadline for questions is **2 p.m. Central Standard Time, Thursday, December 10, 2018.**

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., Tuesday, December 11, 2018.**

The Proposer, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Business Analyst. Other means of communications or contact may disqualify the Proposer.

## **Section 2 Minimum Requirements**

### **2.01 Introduction and Background**

The City of Sioux Falls (City) is requesting proposals to provide an expandable two-story live fire-training prop for use in first responder training.

The City's current burn tower structure has exceeded its useful life. The City is looking to purchase an expandable two-story live fire-training prop that will allow Sioux Falls Fire Rescue (SFFR) to train first responders. The City is currently in the concept plan phase to build a new training center. Proposer shall provide the City with a live fire-training prop that has the ability to be moved to a new training center once it is constructed.

### **2.02 Scope of Work**

1. Live fire-training prop requirements:

- A. The prop shall have both the ability to replicate both residential and industrial features for a variety of training scenarios for first responders. Please explain how your proposed prop will replicate these types of features and training scenarios.
- B. Structural Design: Please describe the types of materials used in the submitted structure along with drawings of the proposed structure.

The prop shall have a minimum of the following structures and access points:

- a. One (1) flat roof
  - b. One (1) interior stairwell
  - c. One (1) exterior stairwell
  - d. Five (5) 3' x 3' framed window openings.
  - e. Steel shutters installed on window openings.
  - f. Four (4) 3' x 7' interior steel doors and frames
  - g. Four (4) 3' x 7' exterior steel doors and frames
  - h. One (1) Burn room with a thermal lining system
- C. The structural design must allow for a variety of training needs such as search and rescue; interior and exterior fire attack; direct and indirect fire attack; fire suppression techniques; SCBA usage; vehicle fire attack; flammable liquid spill fire control; and firefighting and search and rescue tactics and strategies.

Please submit the types of training that are supported by the training prop proposed.

2. Fire System: The prop fire system must be designed for first responder training in a realistic training environment. Please explain how the proposed prop simulates situations encountered by first responders.

A. Please describe how the proposed Fire System within the prop is in compliance with the following Codes:

- a. NFPA54
- b. NFPA58
- c. NFPA70
- d. NFPA86
- e. UL-508A
- f. NFPA 1402
- g. ANSI Z21 & 83
- h. MIL STD 882D
- i. Third party verified UL and ANSI where applicable.
- j. NEMA enclosures

B. The Fire System shall allow for a variety of training needs such as search and rescue in low and/or limited visibility environments; direct and indirect fire attack; interior and exterior fire attack; firefighting and search and rescue tactics and strategies; flashover recognition and tactics for suppression; extension fire control; and fire suppression tactics.

Please submit the types of trainings that are supported by the fire system within the prop proposed.

C. The Fire System system controls shall have capability of an operator control station with programmable logic controller.

Please explain how the proposed system is controlled including details on hardware and controls such as touch panel operating interfaces, wireless controllers, and the ability to log and record data on demand by the operator.

D. The system shall have a stainless steel multi-burner platform with dual wet and dry burner configurations available.

Please explain how your proposed system will meet this requirement. In addition, please provide details on the smoke generation system operation.

E. The Fire System must have safety features to ensure the safety of both the operator and those training within the prop. Possible Safety features include features such as: drawn sample infrared (IR) gas detection; temperature monitoring; pilot and flame detection monitoring; NFPA compliant fuel delivery system, pneumatic flame control valves, fail safe fuel delivery system, ventilation and exhaust operating equipment; and automatic and manual shutdowns.

Please explain the safety features of your proposed prop for both operator safety and user safety.

3. Warranty: Please provide warranty details on the proposed prop.

### **2.03 References and Maintenance Records**

Proposers shall explain your firms' background in building training props including how many props your firm has built for use in first responder training. Please include five references from existing customers of similar props. References shall include, at a minimum, agency name, contact name, contact email, contact phone number and date of purchase of the unit.

In addition to references, Proposers shall provide a minimum of five years of maintenance records for the live fire-training props sold to the provided customers. Proposers should also provide any standard maintenance guides available for their live fire-training prop.

### **2.04 Operational and Maintenance Training**

The awarded Proposer shall be required to provide on-site initial training to City personal on the operation and general maintenance of the proposed prop to be included in the financial proposal. Please provide information on any additional training opportunities beyond the initial operation and general maintenance of the proposed prop offered by your Firm and the additional costs of those opportunities.

### **2.05 Lead Time**

Proposers shall submit the proposed lead time from the date of purchase order to delivery of the proposed prop to the City.

### **2.06 Contract Award**

It is the City's intent to enter into a contract with the Proposer who best demonstrates the ability to provide a live fire training prop. After review of the proposals, if the City decides to not enter into contract, the City will notify all Proposers.

## **Section 3 Proposal Format and Content**

### **3.01 Submittal Requirements**

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

1. **Cover Letter.** Provide name and address of the Proposer and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable.

The cover letter **must be signed** by a duly authorized official of the Proposer. The firm offer must be good for 180 days.



2. **Scope of Work.** Proposer shall provide responses as requested in Section 2.02, Items 1, 2, and 3, of this RFP.
3. **References and Maintenance Records.** Proposer shall provide a list with contact information of agencies that have purchased a comparable live fire-training prop from your company as requested in Section 2.03 of this RFP.
4. **Operational and Maintenance Training.** Proposer shall provide training as detailed within Section 2.04 of this RFP.
5. **Lead time.** Each Proposer shall detail the lead time from the point of purchase order until the live fire-training prop is delivered and installation may commence.

## **Section 4 Review of Proposals and Evaluation Criteria**

### **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 to provide the live fire-training prop for the City.

### **Evaluation Criteria (100-Point Potential Score)**

|  |    |
|--|----|
| • Ability to meet Scope of Work Requirements | 25 |
| • References and Maintenance Records         | 25 |
| • Operational and Maintenance Training       | 10 |
| • Lead Time                                  | 15 |
| • Financial Proposal                         | 25 |

### **Converting Cost to Points**

The Proposer shall submit a detailed itemized cost proposal to include all components, installation hardware, labor, shipping costs, and any applicable taxes to complete the project.

Proposers will be required to hold pricing firm for 180 days.

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:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{(Price of Proposal Being Rated x Total Points for Cost Available)}}$$

=

Awarded Points

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

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest ranking Proposers. Upon completion of the interviews, the highest ranking Proposer will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the selected Proposers.

**4.02 Special Conditions**

Excluding proprietary information, the successful Proposer'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 Proposers 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 Proposer 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**

Proposers must disclose any instances where the Proposer 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 Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

**5.04 Request for Proposal as Part of Contract**

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

## **5.05 Proposer's Certification**

By signature on the proposal, the Proposer 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 Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer 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 proposer in default.

## **5.06 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 proposal from this procurement.

## **5.07 Special Conditions**

Special conditions include the following:

Proposers are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a Proposer discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of "nonresponsiveness."

All information submitted in response to this RFP shall become the property of the City.

This RFP does not commit the City to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the proposal without changing the terms of the RFP.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City's acceptance or nonacceptance of the proposal.

The City shall determine at its sole discretion and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

All Proposers are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the Proposer.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any technicalities or irregularities with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer
10. 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 Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

## **5.08 Special Provisions**

1. **Compliance with Contract.** The City will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the requirements, request for proposal, successful Proposer's proposal and contract, as well as, acceptable fulfillment of the contract on the part of the successful Proposer.

2. **Public Information Requests.** Information, documentation, and other materials submitted under this proposal may be subject to public disclosure under various open records acts. The successful Proposer is hereby notified that the City strictly adheres to this open records requirement and the interpretations thereof rendered by presiding courts and tribunals. The successful Proposer shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the City.
3. **Cost Reduction/Savings.** It is the City's intent that this request for proposal encourages maximum competition. Proposers are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Proposers also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.
4. **Right to Audit.** During the term of any subsequent agreement, and for a period of four (4) years thereafter, the City or its duly authorized audit representative of the City, at reasonable times, reserves the right to incrementally audit the successful Proposer's records. In the event such an audit by the City reveals any errors/overpayments by the City, successful Proposer shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due the successful Proposer.

## **5.09 General Conditions**

1. **Federal Tax ID Number:** Each bidder shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
2. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the Purchasing Manager to discuss the basis for an award. Venue and jurisdiction for any appeals from the award decision 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.
3. **Civil Rights Requirements:** The successful bidder shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the successful bidder is guilty of discrimination, this invitation for bid may be terminated in whole or in part by the City and the successful bidder shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the invitation for bid so terminated or canceled.

Should the Sioux Falls Human Relations Commission in a proceeding brought as provided by the Code of Ordinances of Sioux Falls, SD, find that the successful bidder has engaged in discrimination in connection with this invitation for bid and issue a cease and desist order with respect thereto, the City shall withhold up to 15 percent of the contract price until such time as the Commission's order has been complied with or the successful bidder has been adjudicated not guilty of such discrimination.

The successful bidder will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

4. **Indemnification:** To the fullest extent permitted by law, the Proposer, 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 Proposer's performance of the agreement or any other agreements of the Proposer, entered into by reason thereof. The Proposer 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 Proposer, 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 Proposer agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.