

***Request for Proposals of
Professional Engineering & Architectural
Design Services to
Public Works Light, Power, and Traffic for
New Administration and Operations
Building***

***June 25, 2021
City of Sioux Falls, South Dakota
Proposal Request No. 21-0118***

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**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 with experience in engineering site development and architectural designs for dual use administration and utility/maintenance operations facilities. The selected firm will be required to evaluate the existing and future facility needs of the City of Sioux Falls Light, Power, and Traffic Division and develop construction documents for site development and a combined use facility for administration, training, field operations, material storage, and personnel amenities.

Bidding phase services will be amended to the initial contract based on the results of the design work. A separate agreement will be completed for the construction administration services portion of the project. Contract work may not exceed the budgeted amounts in any given year.

1.02 Contact Person, Telephone, Fax Number, and Email

David Dekker, Business Analyst, Finance department, is the Point of Contact (POC) for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

POC: David Dekker, Business Analyst, Finance department
Phone: 605-367-8833
Email: DDekker@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:

- Release RFP No. 21-0118 Friday, June 25, 2021
- **Mandatory** Site Visit Meeting Monday, July 12, 2021, starting at 9:30 a.m.
- Question Submittal Deadline Thursday, July 15, 2021, at 2 p.m.
- RFP Addenda Deadline Monday, July 19, 2021, at 5 p.m.
- Proposal Deadline Thursday, July 29, 2021, at 2 p.m.
- Shortlist for Interviews, if needed Week of August 9, 2021
- Interviews if necessary Week of August 23, 2021
- Consultant Selection Week of September 6, 2021

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Firms must submit two (2) original hard copies (marked "Original") and an appropriately marked portable USB drive containing an electronic copy of the submitted proposal in a sealed envelope or package. Submit pricing information in a separate envelope.

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 City Hall, Ground Floor
Attention: David Dekker
Professional Engineering & Architectural Design Services
for New Administration and Operations Building
RFP No. 21-0118
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 Thursday, July 29, 2021.** Proposals will not be publicly read at the opening.

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 Mandatory Group Meeting Questions and Addenda

A group meeting will be held on location at the existing facilities for the Light and Power Division as well as the Traffic Division with the project team members from the City's Public Works department. During this mandatory meeting, interested firms will be able to tour the existing facilities and ask questions. Email ddekker@siouxfalls.org to RSVP your attendance by including your firm's name and the names of people that will be attending this meeting by 5 p.m. on Thursday, July 8, 2021. The City will confirm receipt of the email and respond back with more details as well.

Questions regarding this RFP shall be submitted in writing to David Dekker, Business Analyst, at DDekker@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, July 15, 2021.**

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, July 19, 2021.**

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 Business Analyst. Other means of communications or contact may disqualify the submitting firm.

Section 2 Scope of Work

2.01 Introduction and Background

The City of Sioux Falls desires to enter into a contract with a qualified firm to assess the current and future facility needs for the City's Light, Power, and Traffic Division teams as well as produce a site development plan and engineering and architectural design plans for a new administration and operations facility as well as construction cost estimates for the final design as determined through the process of this project.

2.02 Budget

The approved Light, Power, and Traffic Capital Improvement Program has budgeted funds in the amount of \$400,000 to finance the facility needs study and development of engineering and architectural construction documents for a new combined used facility for the Light, Power, and Traffic Division teams.

2.03 Additional Information

- Recommendations on design efficiencies, necessary modifications, and upgrades throughout the course of design is encouraged.
- A third-party peer review of documents should be anticipated.
- Consultant interviews will be performed if deemed necessary.

2.04 Contract Award

It is the City's intent to enter into a contract with a firm who best demonstrates the ability to provide space needs evaluation for existing operations as well as evaluate needs over the next 25-year period and provide design concepts to meet those needs as well as final design engineering and architectural plans for construction with associated construction cost estimates. 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

The following table provides a summary of applicable sections to include in the RFP. Relevant information pertaining to each section can be found below. The proposals should be in an 8 1/2-inch by 11-inch bound package. 11-inch by 17-inch size sheets folded into 8 1/2-inch by 11-inch size within the package will be acceptable. The front and back of each page will be considered one page.

Proposal Section	Maximum Page Limit
Cover Letter	1
Project Understanding and Approach	As necessary
Team Members	4
Project Qualifications, Experience, and References	As necessary
Scope of Services through Preliminary Design	As necessary
Work Breakdown and Schedule	As necessary

It is strongly encouraged to adhere to brevity and concise articulation with regard to project understanding, qualifications, experience, scope, and schedule portions of the RFP submittal.

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 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.

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. The firm offer must be good for 180 days.

Project Understanding and Approach:

Prepare document outlining key project components and how your team's understanding and experience of these components will be used to complete the initial scope of work and any additional tasks necessary to support the completion of the initial scope of work.

Explain why your understanding of the project is important to the City of Sioux Falls through the entire project. Include approach for the initial scope of work as well as any supportive tasks and presumptive subsequent tasks.

Identify scope of service items that if not properly approached will lead to poor results and what the project team will do to mitigate these risks.

Team Members:

Provide a chart outlining key team members and the applicable roles/tasks they will complete. Include staff that will provide the majority of the labor effort. Provide an overview of the key team members' qualifications with their relevant experience.

Address contingency plans should one of the key team members be unavailable during the project. Preference will be given to teams with team members that have been directly involved in recent projects of similar size and nature. Include team members that will be actively involved in design, bidding, and construction administration.

Subconsultants including, but not limited to, geotechnical, subsurface utility explorations, materials testing, and special inspection services which are

recommended to complete the initial scope of work as well as any supportive tasks and presumptive subsequent tasks be hired by the consultant and listed as a part of the project team.

Project Qualifications, Experience, and References:

Consultant is required to have skills and experience in performing or managing the aspects of work described in this Request for Proposals. 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 applicable experience.

References:

Firm shall provide a list with contact information of agencies that have requested your services.

Experiences:

Each firm shall supply recent examples of similar projects that the firm was involved with.

Scope of Services Through Design:

The following is offered to describe the general extent of services to be provided by the consultant. This is not all-inclusive and the consultant shall include in the proposal any tasks and services deemed necessary to satisfactorily complete the scope of work requested.

The City will rely on the firm to develop a final scope of services identifying necessary tasks, meetings, and deliverables. Additional detail outlining anticipated effort and deliverables for the associated task is to be provided as necessary.

3.02 Project Task Criteria

Task Series 1—Project Management/General

Task 1.1—Project Management

- Develop project management plan.
- Complete invoices.
- Coordinate any additional task work necessary for the completion of requested scope of work performed by subconsultant(s).
- Monitor quality control and quality assurance plan.
- Manage deliverables and overall project schedule.

Task 1.2—Project Meetings

Consultant is to schedule and coordinate meetings as necessary. A minimum list of meetings is outlined below.

1. Kick-off meeting:
 - Kick-off meeting with City to review the scope of required services, design criteria and expectations, obtain background information, and establish/review tentative schedule for completion.
 - Develop meeting schedule and develop communication processes.
2. Progress meetings:
 - Facilitate monthly face-to-face progress meetings with applicable project team members to discuss design details, budget, and schedule. Meeting intervals may be increased or decreased as the project needs.
 - Prepare meeting agenda and meeting minutes.

Task Series 2—Light, Power, and Traffic Utility Dual Use Facility Design

Task 2.1—Space Needs Study

1. Assess existing needs and functions of existing facilities at Light, Power, and Traffic.

As of the RFP publication date, Light and Power has the following:

- 4 full-time employees (FTE) in office
- 2 part-time employees (PTE) in office
- 10 FTE in the field
- 2 PTE in the field

The Light and Power location also contains the following equipment:

- 4 bucket trucks
- 1 dump truck
- 8 pickup trucks
- 1 skid loader
- 2 trailers
- 1 forklift
- Approximately 11,000 sq ft for inventory inside the building and 67,500 sq ft outside the building

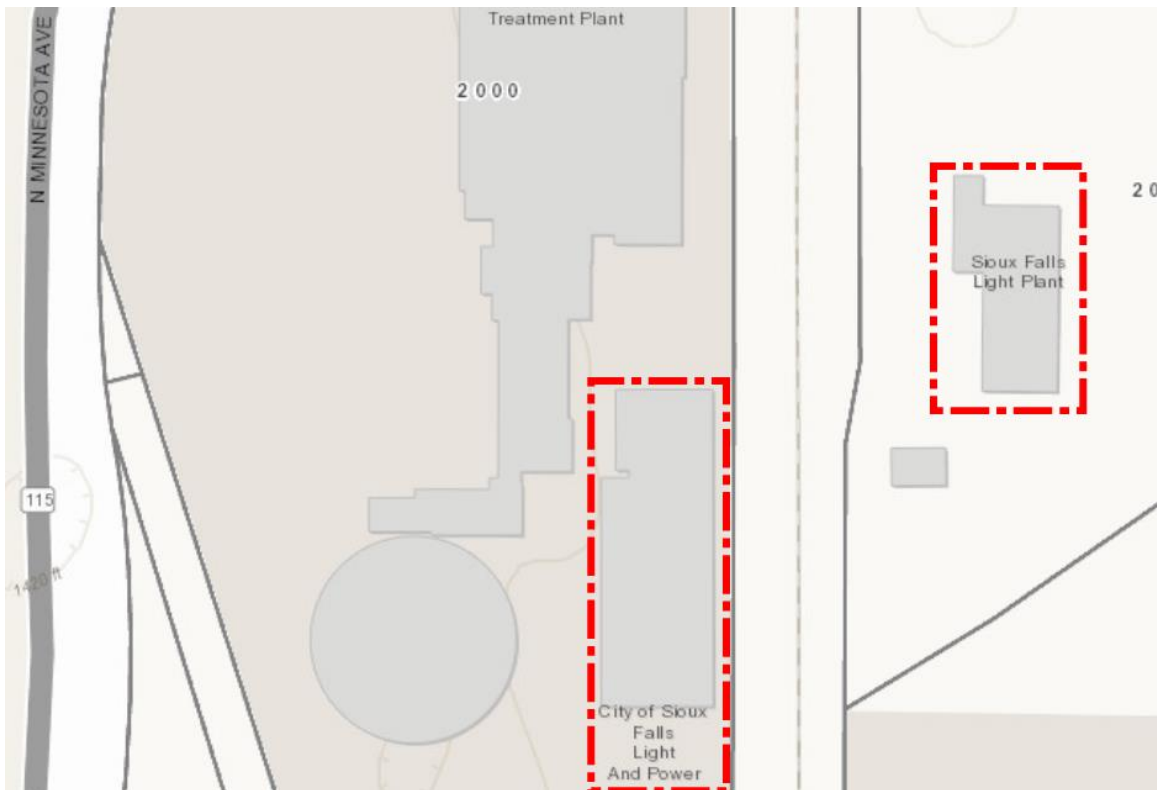
As of the RFP publication date, Traffic has the following:

- 2 FTE in office
- 8 FTE in the field
- 1 PTE in the field

The Light and Power location also contains the following equipment:

- 2 boom trucks
- 2 larger trucks for traffic sign installs/repairs
- 4 pickup trucks
- 1 trailer
- Approximately 4,000 sq ft for inventory items inside the current building and approximately 15,000 sq ft outside the building.

Light and Power Existing Facility Located at:
2000 North Minnesota Avenue



Traffic Existing Facility Located at:
1100 East Chambers Street



2. Future space needs and improvements.

- 25-year period outlook for city population growth and utility administration, operational, technician, and engineering support needs.
- Office space, training, technology, equipment, and personnel amenity needs and improvements.
- Some identified needs include, but is not limited to, the following:
 - A traffic sign printing shop.
 - Break rooms for the field teams with locker storage and shower area.
 - Break room for the office staff.
 - Conference/Training areas with enough space to fit all employees in one or two rooms and then smaller meeting areas for meetings.
 - Parking garage for the equipment listed above.
 - Wash bay in the garage along with an area for maintenance.
 - Separate cold storage building approximately 180' x 100' on the campus with large garage doors.
 - Approximately 200,000 sq ft secure area on the yard to store light and traffic poles.

Task 2.2—Site Development and Architectural Design Plans

1. Provide schedule for scope of work for deliverable of this design RFP.
 - Construction is planned for 2023.
2. Facility Concept Design Evaluation.
 - Provide concept design options (minimum of two) based on the space needs study for the City to consider.
 - Provide associated engineering cost estimates for concept designs with breakdown of cost differences of key components.
3. Evaluation of Selected Site Located at:

SE corner of 60th Street and Sycamore Avenue, Sioux Falls, SD



- Pre-Development Needs
 - Zoning
 - Platting
 - Assignment
 - Shared costs, use, access

- Development Engineering Plan
 - Land Preparation
 - Layout of facilities, roads, utilities, etc.
 - Storm water management
 - Easements
4. Final Design Civil and Electrical Engineering and Architectural Plan Sets for construction of final design facility and site development.
- Final site plan
 - Construction plan sets for facility and site development
 - Construction cost estimates

Task Series 3—Work Pricing, Breakdown, and Schedule

1. Provide pricing for project scope of work and include an hourly rate sheet for any additional related items which may be added to the scope during the duration of the project.
2. Provide a detailed spreadsheet breaking down the project by individual applicable tasks, project team members and roles, personnel hours, anticipated subconsultants, and pricing for task. **Direct costs, indirect costs, and total project costs are not to be included in the RFP.**
3. Prepare proposed project parcel wellfield development plan, well design, bidding, and construction schedule for the project team’s consideration.

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)

Proposal Section	Potential Score
Project Understanding and Approach	35
Project Qualifications, Experience, and References	35
Scope of Services Through Delivery of Construction Documents	20
Work Pricing, Breakdown, and Schedule	10

Upon review of the proposals, the City may score the proposals and may shortlist and interview the highest ranking firms. Upon completion of the interviews, the City will then score or re-score the remaining proposals and 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 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 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 firm'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, 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 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.

5.07 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, non-owned, 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.

5.08 General 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:

- Amend, modify, or withdraw this RFP.
- Revise any requirements under this RFP.
- Require supplemental statements of information from any responding party.
- Extend the deadline for submission of responses hereto.
- Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- Waive any nonconformity with this RFP.
- Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- Waive any portion of the selection process in order to accelerate the selection and negotiation with the top ranked firm.
- 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.

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

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.

Right to Protest: Any bidder who is aggrieved in connection with the award of a contract may contact the Business Analyst 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.

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.