

**Request for Proposals  
for  
RFID and Automated Materials Handling System**

**The City of Sioux Falls**

**Guidelines and Requirements for Submittal**

**Request No. 22-0021**

**Prepared by:**

City of Sioux Falls  
Purchasing Division  
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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

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

This Request for Proposal (RFP) is issued by the City of Sioux Falls acting through Siouxland Libraries and Purchasing Office (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified vendor for an RFID and Automated Materials Handling (AMH) System. The resulting contract from this RFP will provide both equipment and services to the City of Sioux Falls.

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

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

Purchasing	Purchasing Analyst, Kara Scherbring
Phone:	605-367-8832
Fax:	605-367-8016
Email:	kscherbring@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: January 21, 2022.
- Proposals due: February 17, 2022.
- Virtual interviews/presentations, if necessary, held: week of February 28, 2022.
- City issues Notice of Intent to Award a Contract approximately: March 4, 2022.
- City issues contract approximately: March 15, 2022.

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

Offerors must submit one (1) original (marked “Original”) and four copies of the proposal along with an electronic version in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package with the original copy only, 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: Kara Scherbring  
Request for Proposal (RFID and AMH System)  
RFP No. 22-0021  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

Proposals must be received by the purchasing agency at the location specified no later than 2 p.m., central time, on February 17, 2022. 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 Notice Provided**

The Request for Proposal and any amendments to the RFP will be posted on the following website: [www.siouxfalls.org](http://www.siouxfalls.org).

## **SECTION TWO BACKGROUND INFORMATION**

### **2.01 Background Information**

In 1995, Siouxland Libraries was created by a merger of the Sioux Falls Public Library and the Minnehaha County Rural Public Library. Siouxland Libraries provides services to the citizens of Sioux Falls and most of Minnehaha County.

Siouxland Libraries currently has five branches within Sioux Falls, SD, eight rural branches located within 20 miles of Sioux Falls, SD, and one Bookmobile.

Siouxland Libraries maintains a circulation of over 2 million items which include books, DVDs, CDs, board games, and kits (items grouped in tubs.) The combined libraries see around 100,000 physical visitors per year and 250,000 visits to our website. The pandemic has had an effect on these statistics but we have been steadily rebounding.

## **2.02 Current Equipment/Products**

The City's current system is comprised of:

<b>Products:</b>	<b>No. Required:</b>
Self-checkout stations	17
Circulation staff workstations	23
Circulation staff workstations—USB	2
Portable handheld reader	1
Automated Materials Handling system	
5-bin sort/staff induction	1
5-bin sort/patron induction	1
5-bin sort/staff and patron induction	2
11-bin sort/staff and patron induction	1

## **SECTION THREE SCOPE OF WORK**

### **3.01 Introduction**

This procurement is for an integrated RFID self-check and Automated Materials Handling (AMH) solution to replace exiting RFID self-check and AMH systems.

### **3.02 Scope of Work**

Proposals are sought for hardware, software, shipping, removal of existing equipment, installation of new equipment, training, project management, and ongoing maintenance. The proposal is to be for a "turnkey system." While proposals are sought for all components, this RFP differentiates between those components to be included as a base solution and components to be offered as options. Siouxland Libraries currently uses Polaris from Innovative.

### **3.03 General System Requirements**

The vendor of the proposed system should provide a proposal that affirms their ability to meet the following critical requirements:

1. The proposed system and all of its components must be entirely compatible with, and in no manner interfere with, the Integrated Library System, its computer clients, or other components.
2. The proposed system must provide application-specific software to incorporate all hardware (staff station readers, cataloging stations, patron self-check stations, portable handheld reader, and item return system), the circulation RFID tags, and any other RFID-related hardware into the system.

3. The proposed system must interface with the Library's existing automated library system using the SIP, SIP2, or NCIP protocol and interface in real-time for checkout and check-in. The interface must not use a proprietary ILS connection.
4. The proposed system must not interfere with other equipment, automated library system clients, or PCs that may be nearby.
5. The proposed system must be able to connect through the Library's Ethernet network via an RJ-45 connector and/or secured wireless network.
6. All system components must be UL and FCC Part 15-Certified: SIP2, RS-232, TCP/IP Ethernet 10/100, 802.11n (wireless) compliant. The proposed system must provide UL listing number and FCC certification numbers for complete system; UL mark shall be displayed on the serial plate of the equipment. Include a copy of the UL certificate as an attachment.
7. The RFID system must be ISO 15693 18000-3 Mode 1 compliant and must use Reader Talks First (RTF) Architecture.
8. Vendor must be willing to work with the Integrated Library System vendor to resolve any RFID-ILS functionality issues.
9. The vendor must offer a 12-month 100 percent money-back performance guarantee on all equipment purchased if the equipment does not operate as advertised and covered by 12-month parts and labor warranty.

Vendors shall have available for review an operational site or sites to showcase the functionality listed above.

### **3.04 Self-Checkout Unit Requirements**

1. Siouxland Libraries is looking for self-check options that will fit with a variety of sizes of libraries and space constraints. Please explain what options you can provide.
2. Explain the process customers can use when interacting with the self-check unit. Share information about visual and audible feedback as well.
3. Share how the self-check will function for books as well as nonprint materials.
4. Explain what options there are for customizing self-check screens.
5. Explain what types of printed and electronic receipts are available for the customer. What options are included on the receipts? What options does the Library have for customization?
6. Explain how the self-check displays ILS system information relating to the patron or item status such as number of items checked out, number of items on hold, and outstanding fine information.

7. Explain the process for renewing items on the self-check.
8. Share what language options are available and how those are offered to the customer to choose from.
9. Explain how offline transactions are performed. Include information on validation during offline. Share the process for uploading transactions to the ILS.
10. Share the process for deactivating RFID tags during online and offline circulation.
11. Share options provided for staff to monitor performance and diagnostics for each device.
12. Share the types of reports available and information about customized reports from a self-check.
13. Centralized Management Software System.
  - a. Provide information on your centralized management software system including, but not limited to, how to access, the type of functionality provided, and how permissions and security are handled when accessing the software.
14. Reporting Features.
  - a. Provide information on the reporting capabilities of your system including the canned reports offered both in individual locations and across the system and custom reports.
  - b. Explain any real-time monitoring/reporting for the following components: SIP connection, printer, barcode scanner, touch screen monitor, and RFID components.
15. Fines and Fees.
  - a. Explain how the fines and fees system is integrated into your proposed self-checkout system.
  - b. Explain what settings allow for staff control for fee thresholds and messaging to patrons.
  - c. Explain how your system handles payments including minimum payment amounts, partial payment, or full payment of fines or fees.
  - d. Provide information on what types of payment options are available through your self-check system and how receipts are handled with the various options.
16. Circulation Staff Workstations.
  - a. Share what types of staff reader pads are available and provide pictures.
  - b. Explain the compatibility of staff readers with standard circulation desk computers, barcode scanners, and receipt printers.



- c. Does your proposed system allow mounting in, on, or under the circulation work surface (solid surface, laminate, stone, etc.)?
- d. What is the proposed system's RFID read range in inches? Is the read range configurable by the user?
- e. Explain the functions of the reader.
- f. Explain any validation options to prevent programming of partially scanned or incorrectly scanned barcodes.
- g. Explain how the proposed system integrates with the Integrated Library System (ILS).
- h. Explain the steps required to enable or deactivate security.
- i. Explain how the proposed system processes sets and provides a notification if a missing part is detected.

17. Detection System.

All products must be able to work seamlessly with the current detection system in place. Five locations are currently using RFID security gates from Bibliotheca originally supplied by 3M Library Systems.

18. RFID Tags.

All products must be able to work seamlessly with the current RFID Tags. All materials are currently tagged.

19. Portable Handheld Reader Option.

- a. Provide descriptions of any portable handheld reader options you offer with your system.
- b. Describe how your handheld reader is designed to be used.

**3.05 Automated Materials Handling (AMH) Requirements:**

1. Siouxland Libraries is looking for automated handling options that will fit with a variety of sizes of libraries and space constraints. Please explain what options you can provide and how those options can streamline work for Library staff.
2. Explain the processes that customer can use when interacting with the AMH System. Include explanation of any options available for providing animation to illustrate the proper way to insert materials.
3. Discuss how the system responds when the AMH rejects an item for both Library staff and the customer. What options are available for the Library to customize the rejection of items?
4. Discuss how unknown items are sorted.
5. Describe the check process, the timing of the process, and enabling RFID security.

6. Explain options for staff mode vs customer mode and the ability to switch between those two modes.
7. Provide information on what language options are available and how these options are offered to the customer.
8. What system safety measures are available including fire suppression mechanisms? Describe their use/function.
9. Describe all options for sort matrix and the ability to have more than one matrix. Describe the steps to change from one matrix to another.
10. Share how offline transactions are performed, including information on validation during offline time frame. Share the process for uploading transactions to the ILS.
11. Explain how the system handles sets of items with RFID tags.
12. Describe the system's ability to accommodate small and large items. Provide dimensions to demonstrate acceptable sizes.
13. Describe the power needs for the AMH system.
14. The Library is looking for a system that is quiet for both customers and staff. Submit any support documentation including, but not limited to, sound tests to demonstrate.

### **3.06 Installation**

1. The vendor shall be responsible for removing and disposing of existing equipment as a part of the installation process including any and all City-required permits and inspections. Vendors should contact Building Services at 605-367-8670 to verify if any permits or inspections will be required.
2. The proposal system must be installed according to a schedule determined in coordination with Library staff to minimum disruption to library services. Discuss your proposed approach and plan for project implementation, project management and installation.
3. Discuss how the system will be tested upon completion of the installation, including the testing of all interfaces and data exchanges, to ensure the system is operating error free.
4. The vendor must consult Library staff on placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, etc., and to maximize the workflow, staffing, and patron convenience issues.

### **3.07 Training and Service**

1. Discuss the training program you propose for the City with the installation of your system keeping in mind any proposed training should take place at an agreed upon

Siouxland Libraries location. Vendor should provide the number of training days planned/suggested for training in their response.

- a. The Library requires user manuals, plus any other materials, that are typically distributed during training be provided by the vendor. The vendor should also make user manuals available in electronic format with unlimited distribution within the library at no additional cost.
2. Discuss the customer service program proposed for the City including the number of customer service reps available, standard response time, and live support available hours.
3. Discuss how current customer service satisfaction is measured and provide the current customer service satisfaction rating for the proposed systems.
4. How many library customers currently use the proposed self-checkout and AMH systems?
5. How many customers have removed the proposed self-checkout and AMH systems in the last two years?
6. How many installations for the proposed systems do you complete, on average, per year?

### ***3.08 Hardware/Software Technical Support***

The vendor must provide live toll-free telephone assistance on system use and troubleshooting between 8 a.m. to 6 p.m., CST, Monday through Friday.

The Library should be able to request service on a 24-hour basis using a toll-free number in addition to the minimum live assistance time period.

### ***3.09 Warranty and Service Requirements***

1. The vendor must provide an all-inclusive minimum 12-month extended warranty on equipment, software, and components and offer a maintenance/service contract thereafter. All proposed maintenance/service contracts are subject to negotiation by the Library.
2. The vendor must offer a 12-month 100 percent money-back performance guarantee on all equipment purchased and covered by 12-month warranty that includes all parts, labor, shipping, and surcharges.
3. Vendor must provide software patches and service pack releases at no additional charge to the Library.
4. Service technicians must be fully trained, factory authorized, and certified by the manufacturer and able to respond on site within eight hours. Discuss the

availability of components, parts, and supplies, all major elements of the system and the ability to have these items available within 24 hours of request.

5. Service technicians will be equipped with parts normally required to service the equipment and reduce downtime.
6. Discuss what service agreement options, including any remote options available for technical and software support, are available for your proposed system including the length of coverage available and the services covered by the agreement. Include optional pricing for each of your service agreement options in your sealed price proposal.
7. Warranty and service requirements apply to both standard and optional system components.

### **3.10 Cost Proposal**

Include a detailed cost proposal to provide and install fully functional self-checkout and AMH systems able to perform as detailed within this RFP. This cost proposal should include the required 12-month warranty noted in Section 3.09. Also include the cost for extended warranty and service agreements in a minimum of 12, 24 and 48 month increments. Proposals must include in applicable sales and use taxes. Questions regarding applicable sales and use taxes should be directed to the South Dakota Department of Revenue.

## **SECTION FOUR GENERAL CONTRACT INFORMATION**

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

The City intends to enter into contract with an initial term of three years, with options for up to two 1-year contract renewals or extensions.

### **4.02 Contract Type**

This contract is a Fixed Price contract. The initial contract price will be based upon prices submitted by the Offeror, subject to contract negotiations with the City and shall be firm for the initial term of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through an adjustment clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.06 Contract Approval**

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

#### **4.07 Taxes and Taxpayer Tax Identification**

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

The City is not responsible for and will not pay local, state, or federal taxes. The City sales tax exemption number is 1018-1374-ST, and certificates will be furnished upon request by the purchasing agency.

### **SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

#### **5.01 Evaluation Criteria and Contractor Selection**

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 Vendor to provide services for the City. Selection criteria will be based on:

- Ability to provide and install a system the best meets the City's needs **30 points**
- Product Support and Customer Service **30 points**
- Experience and Qualifications **25 points**
- Reasonableness of the Cost Proposal **15 points**

Upon review of the proposals, the City will score the proposals and may short list and **may** request a presentation from the highest ranking Vendors. Upon completion of the interviews (if necessary), the highest ranking Vendor may be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Vendor, the City may move to the next highest ranked Vendor. The same process will be repeated with the other ranked Vendors if no such agreement can be

reached. The City of Sioux Falls reserves the right to not select a Vendor as part of this process if an agreement cannot be reached or for any other reason.

If presentations are needed, they will be held virtually. The City will schedule a date and time with each of the Offerors if necessary. Offerors will be responsible for all costs associated with providing the demonstration.

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

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

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

### ***6.02 Introduction***

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

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

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

### ***6.03 RFID and AMH System.***

Offerors must provide a comprehensive response to Section 3. Responses must be in the same sequence as they appear in Section 3. If necessary, an Offeror must provide supporting narrative and documentation when required in response to the requirements of this section.

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

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3. Responses must be in the same sequence as they appear in Section 3. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

### **6.05 Experience and Qualifications**

Offerors must describe the experience of their firm in delivery of a RFID and AMH System. Additionally, Offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and personnel. Provide the following information about each person listed:

1. Title.
2. Résumé.
3. Description of the type of work the individual will perform including number of estimated hours for each individual named above.

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

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

### **6.06 Financial Requirements (upon Request only)**

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



## **6.07 Cost Proposal**

All costs as stated in Section 3.10 associated with the contract must be stated in U.S. Currency. Cost Proposals should be submitted under sealed envelope in the Original copy of your proposal.

## **SECTION SEVEN STANDARD PROPOSAL INFORMATION**

### **7.01 Authorized Signature**

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

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

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

### **7.03 Conflict of Interest**

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

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

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

1. The laws of the state of South Dakota.
2. All applicable local, state, and federal laws, codes, and regulations.
3. All terms, conditions, and requirements set forth in this RFP.
4. A condition that the proposal submitted was independently arrived at without collusion.
5. A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

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

### **7.05 Offer Held Firm**

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

### **7.06 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.

### **7.07 Insurance Requirements**

The Vendor shall secure the insurance specified below. All insurance secured by the Vendor 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 Vendor 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 Vendor agrees to hold the City harmless from any liability, including additional premium due because of the Vendors 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.

### **7.08 Subcontractors**

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

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

1. Complete name of the subcontractor.
2. Complete address of the subcontractor.
3. Type of work the subcontractor will be performing.
4. Percentage of work the subcontractor will be providing.
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid South Dakota business license.
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

7. A copy of the Offeror/subcontractor contract verifying the Offeror as the sole responsibility for any and all services under this RFP and financially liable, without exception, to the City for all services contracted by the Offeror under this RFP.

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

### **7.09 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. Offerors may not submit alternate proposals for evaluation.

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 Offeror 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 Offeror 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:** With respect to any and all business conducted or acts performed pursuant to this contract, Contractor shall be deemed an employer within the meaning of Chapter 98 of the Code of Ordinances of Sioux Falls, SD, entitled "Human Relations" and shall be subject to the provisions of such chapter.

In the event Contractor fails to perform the aforesaid contractual provisions, this contract may forthwith be terminated and canceled in whole or in part by the City; and said Contractor shall be liable for any costs or expense incurred by 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 this contract if terminated or canceled.

Should the Human Relations Commission, in a proceeding brought forth as provided in Chapter 98 of the Code of Ordinances, find that the said Contractor has engaged in discrimination in connection with this contract and issue a cease and desist order with respect thereto, the City shall withhold up to fifteen percent (15%) of the contract price until such time as the Commission's order has been complied with or the Contractor has been adjudicated not guilty of such discrimination.

Contractor 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 Human Relations Commission, its agencies, or representatives to ascertain compliance with the provisions of Chapter 98 of the Sioux Falls Code of Ordinances applicable to said Contractor.

This section shall be binding on all of the subcontractors and/or suppliers of Contractor.