

***Request for Proposals
for
Transit Automatic Passenger Counters
April 8, 2022***

City of Sioux Falls, South Dakota

Proposal Request No. 20-0070

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REQUEST NO. 22-0070

REQUEST FOR PROPOSALS

The City of Sioux Falls, SD, Requests Proposals for Transit Automatic Passenger Counters.

Competitive Sealed Proposals shall be received at the Customer Service Counter, Ground Floor City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., April 28, 2022. The request for proposals will be opened but not read at 3 p.m.

The Request for Proposal is available from Purchasing at the above address or online at www.siuoxfalls.org/business. Cite Request for Proposal No. 22-0070.

The City of Sioux Falls reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the City of Sioux Falls, SD.

Published twice at the approximate cost of \$_____.

Request for Proposals For Transit Automatic Passenger Counters

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 to provide Transit Automatic Passenger Counters.

1.02 Contact Person, Telephone, Fax Number, and Email

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

Scott Rust, Purchasing Manager, Finance Department

Phone: 605-367-8836

Email: srust@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: April 8, 2022.
- Deadline for Questions: April 21, 2022.
- Proposals Due: April 28, 2022.
- Review of Proposals: May 2–6, 2022.
- Proposer Q&A: May 16–20, 2022.
- Contract Award: Approximately June 24, 2022.
- Execute Contract: July 2022.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

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

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: Scott Rust
Transit Automatic Passenger Counters
RFP No. 22-0070
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, April 28, 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.

Proposer's 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 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.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Scott Rust, Purchasing Manager, at srust@siouxfalls.org. Answers to questions will be posted to the City's website. The deadline for questions is 2 p.m. Central Standard Time, Thursday, **April 21, 2022**.

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, **April 25, 2022**.

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

Section 2 System Requirements

2.01 Introduction

The City is procuring a stand-alone Automatic Passenger Counters (APC) system to deliver the most reliable and verifiable data, which is critical to the success of Sioux Area Metro transit fixed-route ridership data as well as federal reporting requirements.

2.02 Background

The selected Proposer will provide APCs to the City, Sioux Area Metro. The Proposer must have a minimum of five (5) years recent experience providing APCs to the transit industry.

2.03 Project Description

Sioux Area Metro (SAM) provides transit services for the City. A total of (twelve) 12 distinct routes servicing much of the City. SAM routes transfer at a Downtown Depot where most routes pulse into the Depot in close coordination to provide effective transit service coverage.

SAM operates these (twelve) 12 routes with (twenty six) 26, 2009–2018 Gillig 30- and 35-foot buses. The Proposer's proposal shall include the following cost and service options for the following two scenarios:

1. APC units and services as explained below for all (twenty six) 26 Gillig buses.
2. Eight (8) APC units and services as explained below that would be installed on a mix of the 30- and 35-foot buses. The proposal shall then discuss sampling and route rotating procedures that would ensure that APC data is available for all routes and time points on a weekly basis.

2.04 System Requirements

- A. Only proposals for a stand-alone APC system are sought.
- B. The APC system will accurately count passengers as they board and alight recording the data as a function of individual stops, routes, and runs.
- C. Overall system performance will enable the exact determination of alighting and boarding passengers at each stop with a high-demonstrated accuracy.
- D. The APC system will be designed and tested to produce highly accurate passenger counts, to demonstrate an ability to discriminate valid passengers from nonpassenger objects, and to detect double-backs and recrossings.
- E. The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission, or other electronic equipment.
- F. The APC system will be installed according to industry standards and recommended practices.
- G. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy-duty and specifically designed for their purposes.
- H. The selected wire sizes and insulation will be based on current carrying capability, voltage drop, and flexibility requirements.
- I. All installation will be done with tamperproof fasteners whenever possible.

- J. A protective filtering device will be installed to protect the APC system, its memory, and raw data from electrical fluctuation typically found in a transit bus, including but not limited to—over voltage, under voltage, transient power surge/dip during engine, or other transit bus equipment startup, alternator noises, etc.
- K. The APC system equipment provided shall be transferable to other transit buses as the need arises.

2.05 Passenger Count Sensors

The passenger counting sensor features shall include but not be limited to the following:

- A. Acquisition of passenger counts by means of infrared sensing devices at all vehicle doors with recording of route and geolocation information, including real time clock/clock synchronization features for accurate time/date stamp mark of data.
- B. Detection zones will be fully adjustable for the requirements of different bus designs.
- C. Counting accuracy will not be affected by normal variables including, but not limited to:
 - The reasonable speed at which a person passes under the sensor.
 - By a passenger remaining immobile at the sensor location.
 - By any other obstruction of the sensor.
 - By variations in light and temperature within the operational specifications of the APC system.
 - Obstruction of the counter (passengers remaining immobile in the counter sensor field) that could affect the count accuracy will be noted in the data.
- D. Counting accuracy will also include features to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, stroller, boxes, or briefcases onto the vehicle.
- E. The sensors will differentiate between boarding and alighting passengers from either door of the vehicle.
- F. Bicycle rack and wheelchair lift deployment data for each unique use are to be accurately recorded by the APC system.

2.06 GPS Onboard Data Logging System

The Global Positioning System (GPS)/onboard data logging system should include features that include, but not limited to:

- A. Accurate location of the bus through GPS data as passengers board and alight, in order to identify the bus stop and the route being traveled.

- B. All gathered information will be stored by, and be accessible from, onboard digital data storage, with data transmittable to a real time cellular modem connection or another means that is comparable.
- C. The Proposer should be able to demonstrate the accuracy of the Average Latitude and Longitude for each bus stop on a given route and the GTFS Latitude and Longitude.
- D. The Proposer should be able to demonstrate the accuracy of a prior bus's APC counts and data compared to the same bus's farebox counts and data.

2.07 Data Acquisition and Logging System

Specific requirements for the data acquisition system should be as follows.

- A. Onboard system will allow data from APC/GPS to be collected and stored with generous capacity—measured in days of operation—for storing registered data, and based on time intervals, numbers of stored records, etc. (subject to factors including the number of routes, etc.).
- B. APC system has provision for a very customer-friendly and accurate method to transfer data from all the APCs on each transit vehicle to the SAM offices.
- D. The receiving equipment will confirm transmission/receipt of the raw data to SAM server.
- E. SAM will have convenient Internet access to APC raw data and reports.
- F. Ability to export APC data in various formats, including for use in Excel, GIS, and Google Earth.
- G. Standard reports will include the ability to track and report all operational data needed for the Federal Transit Administration (FTA) National Transit Data (NTD) reports (most current requirements), including tracking of passenger miles.
- H. Standard reports shall be cleaned and scrubbed of errant and inaccurate data.
- I. The APC system will include an error/failure log feature.
- J. The system shall conform to all applicable Society of Automotive Engineers (SAE) standards.
- K. Advise SAM during acceptance on checking system performance with respect to Passenger Miles Traveled (PMT) measurement as required by NTD.
- L. Advise SAM on methods to remedy measurement weaknesses.
- M. Guide SAM on baseline sampling.
- N. Develop remedies in case the baseline sample fails.
- O. Write up benchmarking plan.
- P. Write up maintenance plan.
- Q. Write and certify a sampling and estimation plan for annual reporting.
- R. Next-day reporting.

- S. Reporting tools must be able to allow for sorting and identification of ridership activity by route, trip, time of day, location, and total system-wide ridership.
- T. Capability to merge data gathered through two different buses operating the same route at different times of day.
- U. Incorporate temporary routing detours, as needed, into reporting.

2.08 Training

The Proposer will provide training for authorized personnel to ensure satisfactory competence in using the APC system, including the software applications, data processing, report generation, and system administration and including the following:

- A. Adequate training will be provided on the use and maintenance of the APC hardware leading to a satisfactory level of competence by the appropriate SAM administrative, operational, maintenance, technical, and transit service operators.
- B. Training will take place at the SAM offices in Sioux Falls, SD. Virtual training can be an option if that can be demonstrated in the proposal to be as effective as on-site.

2.09 Software Updates and Upgrades

The APC system software shall be field upgradeable. The Proposer will provide software updates for a minimum period of five (5) years from the date of SAM's acceptance of the installation of the initial procurement, without additional cost to SAM. Any and all hardware or software licensing or maintenance fees will be noted in Vendor's submission.

2.10 Installation Requirements

The awarded Proposer will be responsible for installation of the APC system described herein on buses located at SAM facilities, Sioux Falls, SD, pursuant to the following:

- A. The awarded Proposer will commence equipment and software installation at its earliest availability following award of contract.
- C. If Proposer has not supplied the WLAN, its functionality is not included in Proposer responsibility.
- D. SAM staff training will take place concurrently or immediately following installation in order to have administrative, operational, technical, and mechanical staff fully trained in advance of the time the APC system is deployed.
- E. The awarded Proposer will provide additional training as necessary during the succeeding twenty four (24) months.

2.11 APC System Warranty

Proposer shall provide a minimum (5-) five-year warranty for the APC system, including in-service hardware, spare hardware, test-bench equipment, and any other hardware acquired as a direct result of this procurement. The warranty shall begin upon acceptance of the system, with the option to purchase up to three (3) years of extended warranty.

Cost Proposal

The Proposer shall complete the price proposal form attached as Attachment A.

2.12 Contract Award

It is the City's intent to enter into a contract with a Proposer who best demonstrates the ability to meet the requirements listed above and able to provide Automatic Passenger Counters. 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

Proposals shall include, at a minimum, the following information presented in a clear and concise format in order to demonstrate the Proposer's competency and professional qualifications for the satisfactory performant of the services:

1. Include a cover letter with a summary of the proposal and a contact name and information for the proposal. The cover letter must be signed by the Chief Executive Officer, Owner, or person qualified to legally bind the company.
2. Provide a company profile including the Proposer's name, business address, and telephone number, as well as a brief description of the Proposer's size (nationally and locally), date of establishment, number of employees and their position within the company, and years of experience in APC market, available capacity to handle this contract, type of organization, and organizational structure.
3. Provide a fully completed bid sheet in the form attached as Attachment A.
4. Specifically indicate any requirements in this RFP that are not acceptable or cannot be performed and the pros and cons of (eight) 8 units vs. (twenty six) 26 APCs.
5. Provide five (5) references for APCs that your firm has installed and are currently in service from the last two (2) years.
6. Provide a statement that discloses any past ongoing or potential conflicts of interest that the firm may have as a result of performing the work/services. This statement shall state whether the Proposer has any professional, business, or familial interest with any elected or appointed official of the City. The City reserves the right to accept or reject and or all proposals.

Section 4 Review of Proposals and Selection Criteria and Award

4.01 Selection Criteria

Upon receipt of the proposals, the City shall review and evaluate the proposals for responsiveness to the RFP in order to determine whether the Proposers possess the qualifications necessary to provide the goods and services. The City may request clarifications of proposals directly from the

Proposers. The City reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The City may interview qualified Proposers and conduct a walk-through of Proposer's body shop and other facilities. The City may negotiate directly with qualified Proposers and may request a best and final offer from one or more Proposers. In reviewing the proposals, and negotiating with qualified Proposers, the City will consider using the following evaluation criteria to score all proposals:

Evaluation Criteria (100 Point Potential Score)

- Responsiveness to the RFP—**10 points**
- Experience and demonstrated ability to perform the work—**25 points**
- Ability to meet the requirements of the RFP—**25 points**
- References—**10 points**
- Pricing—**30 points**

The contract will be awarded to the firm or Proposer submitting the best responsible proposal complying with the RFP if the proposal is reasonable and in the best interest of the City. The selected Proposer will be notified at the earliest practical date. The decision regarding acceptability of any Proposer's qualifications/proposal shall remain entirely with the City at the City's sole discretion. The City reserves its right to award the contract to a proposer other than the low bidder. The City reserves the right to reject all proposals and to waive any irregularity, as well as to award all, or any portion of this RFP. If the City decides to award a contract will be presented to the highest ranked Proposer for signature and upon approval of the City Council and signature from the Mayor, the contract will become binding.

All proposals must be firm for ninety (90) days.

Required Insurance

The Proposer shall secure the insurance specified below. All insurance secured by the Proposer 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 by separate endorsement name the City and its representative as additional insureds. 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. Loss or breach of data liability coverage/cyber liability insurance covering third-party (including City employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third-party corporate and/or personally identifiable information in its care, custody, or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a Proposer's employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality or credit injury to any City customer or vendor arising out of these Internet activities). The aggregate limit shall be \$1,000,000. If coverage is written on a claims-made basis, Proposer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be purchased for a period of one (1) year beginning when the services under the contract are completed. The City shall be named as an additional insured.

The Proposer will provide the City with at least (thirty) 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Proposer agrees to hold the City harmless from any liability, including additional premium due, because of the Proposer'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 are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefor.

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

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

5.07 Special Conditions

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

The City reserves the right to:

- a) Amend, modify, or withdraw this RFP.
- b) Revise any requirements under this RFP.
- c) Require supplemental statements of information from any responding party.
- d) Extend the deadline for submission of responses hereto.
- e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f) Waive any nonconformity with this RFP.
- g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Firm.
- j) Not award a contract as a part of, or result of, this RFP process.
- k) Make RFP as part of contract.

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.

Discrimination

The Contractor 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 Contractor, 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 Contractor is guilty of discrimination, this Agreement may be terminated in whole or in part by the City and the Contractor 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 Agreement 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 Contractor has engaged in discrimination in connection with this Agreement 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 Contractor has been adjudicated not guilty of such discrimination.

The 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 Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Attachment A—Cost Proposal

Cost for 26 APC Units and Services \$ _____

Cost for 8 APC Units and Services \$ _____

Installation for 26 APC Units \$ _____

Installation for 8 APC Units \$ _____

Five-year warranty for 26 APC Units \$ _____

Five-year warranty for 8 APC Units \$ _____

Any other costs not listed shall be included.