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***Request for Proposals***  
***for***  
***Public Art Conservation & Maintenance Services***

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***May 20, 2022***

***City of Sioux Falls, South Dakota***  
***Proposal Request No. 22-0072***

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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 request proposals from qualified individuals, teams, or firms to coordinate and provide routine artwork maintenance and conservation services for City-owned urban artworks. The scope of work will include coordinating with City staff, creating an artwork maintenance schedule, noting artwork conditions throughout the year, and performing all routine annual maintenance for City-owned urban artworks.

The contractor must follow AIC (American Institute for Conservation) and professional standards for art conservation and maintenance as well as all federal, state, and local health and safety guidelines for this maintenance work. Prior experience working and coordinating with a municipality or public agency is required.

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

Matthew Newman, Business Analyst, Finance department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the firm being disqualified.

Matthew Newman, Business Analyst, Finance department  
Phone: 605-978-6881  
Email: [mnewman@siouxfalls.org](mailto:mnewman@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: May 20, 2022
- Preproposal conference: June 8, 2022
- Deadline for questions: July 15, 2022
- Proposals due: August 11, 2022
- Review of proposals: August 12–19, 2022
- Interviews—if needed: August 24, 2022

- Notice of Intent to award: September 2022
- Contract negotiations: September 2022
- Execute contract: October 2022, effective 2023

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

*Proposals should be submitted no later than 2 p.m. on Thursday, August 11, 2022. Incomplete and/or late proposals will not be considered. Please read all of the information listed carefully.*

Proposers are requested to submit one (1) electronic copy of the proposal in PDF format, one (1) original hard copy of the proposal (marked "Original"), and four (4) hard copies of the proposal in a sealed envelope or package to Matthew Newman, Business Analyst, on the Ground Floor of City Hall at 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, by 2 p.m., Central time, on Thursday, August 11, 2022. Responses received after the stated time will be returned unopened and will not be considered.

Envelopes or packages containing proposals must be clearly addressed to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Clearly reference "RFP 22-0072, Public Art Conservation & Maintenance Services" on the envelope or package.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means except as set forth above.

The submittal must be in 8 1/2-inch by 11-inch format or 11-inch x 17-inch size sheets; folded into 8 1/2-inch by 11-inch format is permissible. The proposal must be limited to 20 pages (excluding appendices). Double-sided pages are encouraged but will count as two pages.

Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

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

Questions regarding this RFP shall be submitted in writing to Matthew Newman at [mnewman@siouxfalls.org](mailto:mnewman@siouxfalls.org). Answers to questions will be posted on [siouxfalls.org](http://siouxfalls.org). The deadline for questions is 5 p.m., Central standard time, July 15, 2022.

If deemed necessary, addenda to the RFP will be issued and will be posted to [siouxfalls.org](http://siouxfalls.org). No addenda will be issued after 5 p.m., July 22, 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 Business Analyst. Other means of communications or contact may disqualify the submitting Firm.

### **1.06 Preproposal Conference**

A preproposal conference will be held at 1 p.m. on June 8, 2022, at City Center 308, 231 North Dakota Avenue, Sioux Falls, SD 57117-7402. If needed, call-in and virtual options are available for proposers. Contact the Purchasing Analyst by email a minimum of 24 hours in advance to receive instructions. Representatives of the City will be present to discuss the project. The City will transmit to all prospective proposers of record such addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **Section 2 Scope of Work**

### **2.01 Introduction**

The City of Sioux Falls and the Visual Arts Commission support and encourage development of visual art for community buildings and spaces through its role as an advisory body to the Mayor, City Council, and other City government officials.

The City's public art collection consists of sixty-seven (67) pieces of art in the permanent collection. This number will grow over time as additional pieces are acquired.

The City of Sioux Falls has acquired a collection of sculptures and other works of art over the last several decades. The artwork resides in publicly accessible sites such as parks, civic buildings, and traffic medians. Their materials include bronze, steel, mosaic tile, porcelain, travertine, and fiberglass. Most artworks are located in areas of heavy traffic, dust, high winds, sunlight, and are exposed to the varying seasonal conditions of the northern plains.

### **2.02 Project Budget**

The City has an annual budget of \$35,000 for the assessment, reporting, and maintenance program. The City will enter into a three-year contract with a qualified firm, with annual renewal available for up to an additional two years.

## 2.03 Scope of Work—General Specifications

### 1. Coordinate with City Staff

Coordinate all work with City staff to address routine maintenance needs for the City-owned artworks. Prioritize needs for maintenance and address any critical maintenance or vandalism issues that arise. Meet and communicate regularly with staff to notify of any scheduling or maintenance treatment changes. Photograph any serious artwork damage, degradation, or safety issues.

### 2. Create Annual Maintenance Plan

Create a schedule and plan that states the treatment which will be provided for each work. The Firm should provide recommendations as to the frequency and type of cleaning for each piece of art. Cleaning will include dusting, waxing, and washing.

### 3. Art Collection—Maintenance on City-owned Artworks

Provide routine artwork maintenance and conservation treatments for City-owned artworks. Routine artwork maintenance includes these tasks:

- Cleaning, removing corrosion, flaking of paint, water deposits, waxing, graffiti removal (if graffiti can be removed with standard cleaning procedures), and removing/reapplying protective surface coatings.
- Provide AIC and professional standard maintenance treatment for each work.
- Maintain public artworks to a high standard of cleanliness and appearance.
- Notify City staff of graffiti, vandalism, or disrepair.
- Condition assessment of each piece of art shall be completed before any repairs outside of routine maintenance are recommended.

The Firm shall propose a work plan and schedule for ongoing conservation, repair, or restoration, including a detailed description of the methods and materials, time frame, safety precautions, and available services. When a repair is needed, the Firm shall recommend a minimum of two qualified art vendors who would be qualified to do the repair—include name/organization and contact person together with title, telephone number, email, and estimated cost of the repair.

### 4. Perform Artwork Condition Reports

Conduct an inspection of City artworks and provide an artwork condition report with digital photographs of the artwork's current status, per the direction of City staff, on an as-needed basis, to ensure proper maintenance of the artwork.

An annual report will be prepared and should encompass each piece of art that was examined and cleaned. Color photographs of artworks before and after treatment

must be taken by the Contractor and attached to the report. The report must be informative and thoroughly explain the work that was completed and the materials that were used.

The report should include an assessment of the structural integrity of the sculpture and the surface conditions.

## 5. In-person Meetings

As part of its annual scope of services, the selected Firm will be expected to attend up to three meetings with City staff and/or the City's Visual Arts Commission while on site during the assessment and prepare for and attend, if needed, one meeting with Visual Arts Commission. The meeting with the Visual Arts Commission may be held virtually.

Firms can view the City's art collection at:

<https://storymaps.arcgis.com/stories/3d782788afd546938c82d2b68eb925c6>

The proposal shall include evidence that interested individuals or firms have examined and are familiar with Sioux Falls, the visual artworks, site placement conditions, and any details, including phasing, of a maintenance program and restoration practices to be utilized.

### **2.04 Firm's Qualifications**

Qualified individuals, teams, or firms must have at least five (5) years of professional experience in art conservation and cleaning works of art. The Contractor must have experience with following AIC (American Institute for Conservation) and professional standards for art conservation and maintenance as well as all federal, state, and local health and safety guidelines. Prior experience working and coordinating with a municipality or public agency is required.

The City expects that the Firm or individual will have the expertise and knowledge to conduct a thorough assessment and perform the subsequent maintenance to preserve each piece of art.

The City recognizes that improper cleaning can result in irreversible damage, and each Firm will be evaluated based on prior work and education in the field of art conservation.

Contractor must have experience and knowledge of cleaning large scale, outdoor artwork in the public realm consisting of metals, glass, mosaics, various patinas, painting methods, and applications.

References will be required as well as a list of similar projects completed.

## 2.05 Subcontracting

All subcontractors shall be approved in writing by the City.

## 2.06 Contract Award

It is the City's intent to enter into a contract with a Firm who best demonstrates the ability to provide a comprehensive maintenance program for the City. After review of the proposals, if the City decides to not enter into contract, the City will notify all firms.

# Section 3 Proposal Format and Content

## 3.01 Submittal Requirements

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

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

The cover letter **must be signed** by a duly authorized official of the Firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Firm's offer must be good for 90 days.

## 3.02 Project Team Experience Qualifications

- Prepare an organizational chart showing your Firm's team.
- Provide résumés or a listing of information for each person in your Firm participating in this project (four-page maximum, per principal).
- State the educational background of each individual, years of experience, length of employment with your Firm, and experience providing cleaning and/or restoration of outdoor sculptures and other pieces of art.
  - If it is known that subcontractors will be hired to perform any part of the work for this project, include their names, contact information, and a résumé and/or list of



past projects for each subcontractor listed (four-page maximum, per subcontractor listed).

- List the name, location, and scope of the Firm's practice. Detail the extent and length of experience in maintaining and cleaning artworks.
- List memberships in professional organizations such as the American Institute for Conservation and adherence to the AIC Code of Ethics and Guidelines for Practice.

### **3.03 Experience and References**

Each Firm shall supply recent examples of similar projects. List all recent projects including key contacts, approximate budgets, and other pertinent information.

- List at least three (3) comparable projects completed for municipalities or other public agencies within the past five years and that best represent your experience listed under the scope of services.
- Include specific project name and location, client name/organization and contact person together with title, telephone number, and email.
- If applying as newly formed team, provide three (3) comparable projects completed for municipalities or other public agencies within the past five years for each member of the team. Include specific project name and location, client name/organization and contact person together with title, telephone number, and email.

### **3.04 Understanding of Project**

Briefly state your understanding of what the project entails, and respond how the individual or Firm will address the above Scope of Work (one-page maximum).

### **3.05 Statement of Work and Project Approach**

Discuss how your organization accomplishes the scope of work. Include details of how and when you will interact with staff throughout the process from planning to implementation and training. Each Firm will supply a work plan schedule and scope of services to include a statement about overall approach to the project, treatment goals, methods and materials, treatment rationale, sequence of work, and safety precautions.

### **3.06 Project Schedule**

Provide your schedule for performing the work, including major milestones and deliverables. Note that a preliminary listing of all artwork needing repairs shall be provided to the City by August 31.

### 3.07 Cost/Fee Proposal

Proposer shall submit a complete itemized cost proposal including all options to complete the work listed in Section 2.03 Scope of Work.

Based on the available budget, the City reserves the right to ask for revised pricing from the awarded Contractor to accommodate the needs of the City.

## 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. The evaluation team will score the RFP submittals, determine the highest qualified applicants, and conduct interviews if necessary to select the most qualified Firm to provide services for the City.

Selection criteria will be based on:

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

- |  |                  |
|--|------------------|
| <ul style="list-style-type: none"><li>• <b>Experience.</b></li></ul> <p>Project team experience in maintenance and restoration of artwork, especially outdoor sculptures.</p>  | <b>30 points</b> |
| <ul style="list-style-type: none"><li>• <b>Understanding of Project and Project Approach.</b></li></ul> <p>Degree that Firm demonstrates an understanding of the project objectives and proposes a solution to accomplish those objectives and is able to meet these objectives and project timetable.</p> | <b>30 points</b> |
| <ul style="list-style-type: none"><li>• <b>Qualifications.</b></li></ul> <p>Examples of and references to similar projects. Certifications and memberships.</p>  | <b>20 points</b> |
| <ul style="list-style-type: none"><li>• <b>Fee Proposal.</b></li></ul>   | <b>20 points</b> |

Upon review of the proposals, the City will score the proposals and may short-list and interview the highest ranking Firms. Upon completion of the interviews, the highest ranking Firm may be asked to enter into contract negotiations with the City 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 the 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 Firm's Certification**

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

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation 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 the Firm from this procurement.

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

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

#### **5.07 Special Conditions**

The City of Sioux Falls reserves the right to reject any and all proposals, to waive formalities, and to select the proposal that in the City's sole discretion is 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 offeror, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

## 5.08 General Conditions

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

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

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

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

This section shall be binding on all subcontractors or suppliers.

4. **Insurance:** The Consultant shall secure the insurance specified below. All insurance secured by the Consultant 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 within 15 days of the execution of an agreement.
  - a. Workers' Compensation insurance with statutory limits of the workers' compensation laws of the State of South Dakota and Coverage 8-Employer's Liability-covering operations of the Consultant. This shall include "other states insurance" so as to include all states not named on the "declarations" page of the insurance policy, but excepting monopolistic state fund states. The available limits for Coverage B-Employer's Liability-shall be not less than \$1,000,000 disease-policy limits, and \$1,000,000 disease, each employee.
  - b. Liability insurance providing coverage not less than that of the standard commercial general liability insurance policy ("occurrence form") for operations of the Consultant. The policy shall include contractual, personal injury, bodily injury and property damage liability coverages with total available limits not less than \$1,000,000 general aggregate and \$1,000,000 aggregate products and completed operations, and this commercial general liability insurance policy shall name the City and its duly authorized representatives as an additional insured.

The Consultant 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 coverages. The Consultant agrees to hold the City harmless from any liability, including additional premium due because of Consultant's failure to maintain the coverage limits required.