If revisions are made to this document, please email it as an attachment to the user stating, “If this document is final, please forward it to the Webmaster for posting on siouxfalls.org.”

**in the**

**City of Sioux Falls, South Dakota**

**Bid Request No.**

**CIP No.**

**Prepared by:** **Consultant Name**

**Address**

**City, State ZIP**

**Phone Number**

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PUBLISH:      , 20     , and      , 20

BID REQUEST NO.

# NOTICE TO BIDDERS

The City of Sioux Falls, SD, requests formal bids for      .

Sealed bids shall be received by **Engineering, 2nd Floor**, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., . **Bids shall be publicly opened and read via Webex at 2:15 p.m. You may join the bid opening virtually by utilizing information and links at siouxfalls.org/purchasing.**

Specifications and bid forms that must be used are available online at [eplans.siouxfalls.org](http://eplans.siouxfalls.org). Cite Bid Request No. -.

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

The City of Sioux Falls has adopted a Disadvantaged Business Enterprise Plan. This Plan expresses the commitment of the City of Sioux Falls that disadvantaged business enterprises have the maximum opportunity to compete for and perform federally assisted contracts and subcontracts.

Bidders on this work will be required to comply with the President’s Executive Order Nos. 11246 as amended, 11518 and 11625 as amended. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The requirements for bidders and contractors under this regulation which concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women’s Business Enterprises (WBE) are explained in the specifications. The DBE/MBE and WBE goals for participation in this contract in terms of percentage of contract value are as follows: MBE  percent; WBE percent.

Davis Bacon and Related Acts wages apply to this project. All provisions relative to those acts must be met.

The low responsive bidder will be required to certify to compliance YES

with the Buy American Iron, Steel, and Manufactured Goods provision NO

of the American Recovery and Reinvestment Act of 2009.

Your special attention is invited to the attached **Bidders Activity Report (BAR), and Forms A and B.** **The BAR form must be completed and submitted with your bid proposal,** **along with either Form A or Form B.** **Failure to submit the Form BAR and appropriate form A or B will cause the bid** **to be rejected.** Completion of the Bidders Activity Report is necessary in order to fulfill the requirements of obtaining a complete list of contractors contacted with regard to this project, in accordance with 49 CFR 26.11c. Statistical information used from the Bidders Activity Report will be used in the calculation of the next year’s DBE goals. By completing Form A, you are advising the City how the contract goal will be met. In the event you believe you will be unable to meet the goals, the attached Form B must be completed and submitted with the Bid Proposal. Please be advised that good-faith efforts will be subjected to close scrutiny and if the good-faith effort submission is unacceptable, your bid will be rejected.

The City of Sioux Falls has available the latest Disadvantaged Business Enterprise directory in the Engineering office to facilitate identifying those certified disadvantaged business enterprises within the state of South Dakota.

A Prebid Conference will be held on  at  at the .

**Bid Request No.**

**Construction**

**Instructions to Bidders**

1. **Completing the Bid Form:** All bids must be made on the bid forms provided by the City, except the bidder may attach a substitute computer-printed proposal form as provided in Section 2.4 of the *General Conditions for Public Improvements*. Information shall be typed or printed in ink. The preparer must initial erasures and/or corrections. Each bid must be signed in ink by the bidder or authorized officer.
2. **Use of Standard Specifications:** The City of Sioux Falls current editions of the *General Conditions for Public Improvements* and the *Supplemental Standard Specifications* are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at [siouxfalls.org/engineering-specs](http://siouxfalls.org/engineering-specs).

Division II—Construction Details and Division III—Materials Details of the current edition of the South Dakota Department of Transportation *Standard Specifications for Roads and Bridges* and the current version of the South Dakota Department of Transportation *Supplemental Specifications* and Errata related to Division II and Division III are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at [www.sddot.com](http://www.sddot.com/).

1. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price. Incorrect extensions or totals will be corrected, and the corrected figures will be used in determining the low bidder.
2. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
3. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the City reserves the right to order less or more as dictated by actual needs.
4. **Excise Tax:** Construction services in South Dakota are subject to tax under SDCL 10-46A. Contractors shall include the applicable tax in their bid price for each item of work. Tax questions should be directed to the South Dakota Department of Revenue at 800‑829‑9188.
5. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
6. **Bid Guaranty:** Each bid of $50,000 or greater must be accompanied by a bid bond in the amount of 10 percent of the amount of the bid, or in lieu thereof a certified check, cashier’s check, or bank draft in the amount of 5 percent of the amount of the bid. All bid guaranties shall be made payable to the City of Sioux Falls. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a state or national bank. **Bid guaranties other than those mentioned will not be accepted by the City of Sioux Falls.** Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted. If a successful bidder fails to enter into contract, the bid guaranty shall be forfeited to the City to compensate for administrative expenses of making a reaward or issuing a new request.
7. **No Bid Guaranty Required on Small Contracts:** No bid guaranty is required if the total bid price, including any alternates, is less than $50,000.
8. **Addenda:** The bidder shall acknowledge receipt of all addenda in the space provided in the bid proposal.
9. **Delivery of Proposals:** Each proposal shall be submitted in a sealed envelope with **Bid Proposal** and the Bid Request Number and “Due” date clearly printed on the front. When sent by mail, the sealed proposal shall be addressed as follows:

Bid Request No.  Due:

Engineering Division

Second Floor, City Hall

224 West Ninth Street

Sioux Falls, SD 57117-7402

Bid Documents Enclosed

Proposals shall be filed prior to the time and at the place specified by the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

All sealed bids must be received by Engineering, Second Floor, City Hall, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, no later than 2 p.m. on the date of opening. Bids received after 2 p.m., at a location other than Engineering, will not be accepted. **Bids shall be publicly opened and read via Webex at 2:15 p.m. You may join the bid opening virtually by utilizing information and links at siouxfalls.org/purchasing.** Receipts will be issued for hand-delivered bids. Bids delivered by Federal Express, U.S. Mail, etc., will be receipted as they arrive.

Bidders on this work will be required to comply with the President’s Executive Order Nos. 11246 as amended, 11518 and 11625 as amended. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The requirements for bidders and contractors under this regulation which concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women’s Business Enterprises (WBE) are explained in the specifications. The DBE/MBE and WBE goals for participation in this contract in terms of percentage of contract value are as follows: MBE percent; WBE  percent.

Davis Bacon and Related Acts wages apply to this project. All provisions relative to those acts must be met.

The low responsive bidder will be required to certify to compliance YES

with the Buy American Iron, Steel, and Manufactured Goods provision NO

of the American Recovery and Reinvestment Act of 2009.

1. **Withdrawal of Bids:** A bid may be withdrawn by the bidder by letter, telegram, facsimile, or in person before the time set for the opening of bids. No bid shall be withdrawn for a period of 30 (thirty) days after the bid opening.
2. **Local Preference:** By virtue of statutory authority, preference will be given materials, products, and supplies found or produced within the state of South Dakota. Bidders resident in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.
3. **Bid Results:** Results of bid openings will be available at the Public Works Administration Office and on the City’s website at [siouxfalls.org/ntb](http://siouxfalls.org/ntb) under the “Tabulation” column. After an award has been made and signed by the Mayor, all bid proposals and related information will be on file in the Public Works Administration office for public review. Public Works Administration will do all formal and informal notifications of bid awards.
4. **Method of Award:** This request will be evaluated and a contract award made to the lowest bid, inclusive of selected alternates if applicable, from a responsive and responsible bidder deemed to be in the best interest of the Owner and as allowed by project budget.
5. **Contract:** Within 30 days from the date of award, the successful bidder(s) shall enter into a contract by signature on separate contract documents which will be prepared by the City from information in this bid request and the successful bidder’s response thereto. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price.
6. **Recovery from Defaulting Bidder:** If any successful bidder fails to fulfill the conditions of an awarded contract, the City may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The City shall have all remedies provided in the contract and provided by law.
7. **Performance and Payment Bond:** Performance and payment bonds are required for all construction contracts totaling $25,000 or more.
8. **Right to Protest:** The protest shall be filed with the City of Sioux Falls Purchasing Office, Third Floor, City Hall, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402. The statement shall generally state the reason for the protest and contain any supporting facts and documents. It shall be received by the Purchasing Office no later than seven calendar days following the City’s notice of the bid award. The Purchasing Office shall notify the City Purchasing Manager and City Engineer and shall send the protest and all supporting documents to the Finance Director. The Finance Director (or designee) will make the decision on behalf of the City. Venue and jurisdiction for any appeals from the Finance Director’s 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.
9. **Questions:** Questions pertaining to this bid request shall be directed to:

**Consultant Name**

**Address**

**City, State ZIP**

**Phone Number**

If the City deems it of general interest, the answer shall be issued in written addendum to each vendor that has been sent a bid request.

21. **Insurance:** The Contractor entering into any contract for services shall secure the insurance specified below and shall cause all its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the City. The insurance specified in this policy directive 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 any agreement. Exceptions to this policy must be approved by the City Attorney’s Office and Risk Management.

a. Workers’ compensation. The policy shall provide 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.

b. Commercial general liability. The policy shall provide occurrence form contractual, personal injury, bodily injury, and 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 contract.

1. Automobile liability. The policy shall cover 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.

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

e. The City’s acceptance of a certificate of insurance does not mean that the City assumes responsibility for its validity. Nor does it mean that the City represents that the coverage and limits required are adequate to protect the Contractor.

22. **Conflicting Federal Rules Govern on Subsidized Projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.

23. **Brand Name or Equal:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

Requests for review of “or equal” articles or materials shall be submitted to the City in writing a minimum of seven calendar days prior to the bid opening for evaluation. The evaluation of bids and determination as to equality of the products shall be the responsibility of the City and will be based on information furnished by the bidder or identified in their bid, as well as other information reasonably available to the City. If deemed equal, written notification and/or an addendum will be issued prior to bid opening and will be public. Any request for review made less than seven calendar days prior to the bid opening may not leave sufficient time for evaluation, and in such case bidders should assume the proposed article or material will not be allowed. In addition, bidders should not assume other articles or materials will be allowed or substituted by change order following the bid award.

24**. Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offeror who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5‑18C, and 5-18D, or who provides any false information in the submission of any bid or offer, is subject to having their bid or offer disallowed by the City. Any contract entered into in violation of SDCL 5-18A, 5-18B, and 5-18C is null and void.

25**. Payments:** All pay requests for this project will be processed **ONCE** monthly. There will be **NO EXCEPTIONS**. Please refer to the **Pay Request Schedule** for exact processing and payment dates.

#### PROPOSAL FORM

PROJECT:  BID REQUEST NO.

C.I.P. NO.  DATE:

The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish all labor, tools, materials, and equipment necessary to fully complete the work for the City of Sioux Falls, South Dakota, as advertised in accordance with the specifications therefore furnished by the City for the following price(s):

**add or delete lines from table as needed**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Std. Bid Item** | **Item Description** | **Unit** | **Approx Qty** | **Unit Bid Price** | **Amount Bid** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | | | **Total Gross Base Bid** | | |  |

If there is a discrepancy between unit bid prices and extensions, the unit bid price shall govern. This request will be evaluated and a contract award made to the lowest bid, inclusive of selected alternates if applicable, from a responsive and responsible bidder deemed to be in the best interest of the Owner and as allowed by project budget.

It is understood and agreed that the quantities of material to be furnished and work to be done may be varied on construction as may be deemed advisable by the City of Sioux Falls. It is further understood and agreed that the City of Sioux Falls may, at its option, delete items from the contract.

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The bidder will commence work under this contract and fully complete the project **[select ONE only of following choices] within**       **working days (OR) by**      . Bidder further agrees to pay as liquidated damages the amount specified in the City of Sioux Falls’ current edition of the *General Conditions for Public Improvements,* Section 8.9, for each working day thereafter that the work remains uncompleted.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO.

DATED:

The undersigned submits herewith the bid security required by the Contract Documents.

It is understood that the right is reserved by the City of Sioux Falls to reject any or all bids, and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

**(Note: To spec writer, insert following if needed.)**

A computer-prepared and -printed proposal form

is attached to this proposal form. Yes  No

Completed Bidder’s Activity Report, along with either

Form A or B, are attached to this proposal form. Yes  No

Contractor has reviewed Pay Request Schedule. Yes  No

Contractor attended Prebid Conference. Yes  No

Respectfully submitted,

By

Federal Tax I.D. No.

(DO NOT OMIT)

Fuel Tax License No.

(Contracts including highway or street work only)

Highway Contractor’s License No.

(Contracts including highway or street work only)

Excise Tax No.

Sales Tax No.

OFFICIAL ADDRESS AND PHONE NUMBER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/ZIP

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Phone Number

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FAX

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Email Contact