

***Request for Proposals
for
Construction Manager at Risk for the City of Sioux Falls
Light, Power, and Traffic Operations Facility
October 20, 2023***

City of Sioux Falls, South Dakota

Proposal Request No. 23-0111

SECTION 1 GENERAL 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 solicit proposals for a Construction Manager at Risk (CMAR) for the City of Sioux Falls Light, Power, and Traffic Operations Facility along with a potential fueling site, maintenance building, and vehicle wash.

1.02 Contact Person, Telephone and Email

David Dekker, 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 vendor being disqualified.

- David Dekker, Business Analyst, Finance Department
- Phone: 605-367-8833
- Email: ddekker@siouxfalls.org

1.03 RFP Schedule of Events

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

The approximate RFP schedule is as follows:

RFP issued: October 20, 2023

Deadline for Questions: November 10, 2023, at 2 p.m.

Responses to Questions Posted: November 15, 2023, at 5 p.m.

Proposals Due: November 22, 2023, at 2 p.m.

Review of Proposals: December 2023

Presentations (if necessary): December 2023

Intent to Award: January 2024

Execute Contract: January/February 2024

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 with the proposal saved as one PDF file on the drive. The proposal shall be 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 City Hall
Customer Service Counter, Ground Floor
Attention: David Dekker
RFP No. 23-0111
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the City at the location specified no later than **2 p.m., Central standard time, on Wednesday, November 22, 2023**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

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

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to David Dekker at ddekker@siouxfalls.org. The deadline for questions is 2 p.m., Central standard time, on **Friday, November 10, 2023**. Answers to questions will be posted to the City's website by **Wednesday, November 15, 2023**, at 5 p.m. Central standard time.

If deemed necessary, an addenda to the RFP will be issued and posted on the City's website. No addenda will be issued after **2 p.m. on Wednesday, November 15, 2023**.

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 point of contact for this RFP. Other means of communication or contact may disqualify the submitting Firms.

Section 2 Introduction

The City is seeking a CMAR to provide preconstruction and construction services for the construction of a City Light, Power, and Traffic Operations Facility. These services will be coordinated with the selected architectural and engineering (A/E) Firm, The Stone Group.

Section 3 Project Overview

The new City Light, Power, and Traffic Operations Facility will be split into four main programming areas. These areas include office, workshop, garage, and storage.

The intent is to include the following components:

1. An open, flexible, and functional environment.
2. Incorporation of design standards that promote collaboration, employee well-being, ergonomics, and allow for future expansion.
3. Furniture, fixtures, and equipment as approved by the City.
4. Incorporation of City of Sioux Falls High Performance Building Standards, as agreed upon by the project team.

The City's architect, Stone Group, has completed 15 percent schematic drawings that are attached to this RFP.

Current programming and budget only support a City Light, Power, and Traffic Operations Facility. There is potential a fueling point (shown on the site plan of the 15 percent schematics, not included with the current project), separate maintenance building (not shown on the site plan), and a separate vehicle wash (not shown on the site plan) may be added with the project. Responding CMAR's shall only assume construction of the City Light, Power, and Traffic Operations Facility for the preparation of their proposal. If the other elements are added later to the project the City and CMAR may mutually agree to amend the terms of the contract to add these elements.

Section 4 Project Delivery System

The City intends to enter into an open book Cost of the Work plus a Fee with Guaranteed Maximum Price (GMP) contractual arrangement with the selected CMAR for the construction work required but will retain the option to select a different CMAR after the completion of the preconstruction services or utilize a different selection and/or bidding process if deemed to be in the City's best interest.

Section 5 Project Budget

Delivering the completed project within the project budget is a high priority. It is imperative the City, the A/E firm, and the CMAR team (collectively the "Project Team") work cooperatively and successfully to keep the final cost of the construction within the budget. Project budget is \$15,050,000, this budget amount includes A/E work, furniture, fixtures, equipment (FFE) and other soft costs.

Section 6 Construction Manager at Risk Scope of Work

The following summary is intended to provide a general understanding of the City's expectations and is not all inclusive.

Estimated Timeline

Select CMAR	Early 2024
Complete design development	April 2024
Final Construction Documents	September 2024
Early Bidding/procurement*	September 2024
Subcontractor bid packages	November/December 2024
GMP Finalized	January 2025
Groundbreaking/Initiate construction	March 2025
Complete construction	June 2026

*Early bidding and procurement could include site utility and grading work and the procurement of long lead time equipment.

Preconstruction Services and Activities

The Preconstruction Services of the CMAR will begin with preparing a cost estimate of the schematic design already completed by the A/E firm. Pending authorization by the City Council, the project will proceed to design development and the establishment of the GMP. The CMAR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, and periodically provide cost estimation during the design process. The CMAR will develop a GMP after the A/E firm completes construction documents.

More specifically, the CMAR shall provide the following preconstruction services and activities:

Cost Management:

- Assist the City and the A/E firm to keep the project within the budget.

- Provide formal review and comments of the SD documents. Following this review, the CMAR shall prepare a schematic phase cost estimate to confirm the scope and budget for the project. In addition, the CMAR is to provide value analysis/engineering ideas in conjunction with preparation of the SD estimate.
- Provide recommendations to the A/E firm and the City regarding materials, building components, and systems and also evaluate building systems, components, and materials for long-term performance, life-cycle cost analysis, and economy.
- Provide cost control resources for the Project Team during the Design Development (DD), and Construction Document (CD) phases of design, which includes reviewing and monitoring the development and preparation of documents to maintain the project cost within the project budget. CMAR to notify the A/E firm and the City of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work. Work collaboratively with the City and the A/E firm to develop alternatives to keep the project estimates within the fixed budget.
- Provide formal review, value/analysis engineering ideas and comments, and cost estimates of SD documents, DD documents and CD documents.
- Provide a GMP at the conclusion of CD phase. GMP to include pricing of alternates as identified by the owner and A/E. The City may authorize early bid packages and procurement of long lead time items through the use of limited proceeds. A decision has not been made when to execute the GMP. A GMP may be executed prior to any early bid package/procurement activities or it may not be executed until most subcontractor bids or proposals have been obtained for the major bid packages. The City and CMAR will jointly decide on the best timing for the GMP.
- The CMAR shall engage mechanical, electrical, and plumbing (MEP) subcontractors to provide preconstruction support services during the design phases in addition to the CMAR providing such services. If the project does not proceed or the CMAR utilizes another subcontractor, these subcontractors shall not be entitled to any compensation. In addition, the CMAR will be allowed to select key subs, specifically MEP, during the DD phase, using a best value selection process approved by the City.

Construction Planning and Scheduling:

- CMAR to work with the City and the A/E firm to develop a schedule for design activities to facilitate the owner's schedule.
- During the DD and CD phase, the CMAR will further develop the project master schedule including integration of A/E firm's design activities, key City

activities, preconstruction activities, procurement, construction activities, and work performed by other parties.

- Evaluate all systems, components, and materials for constructability, economy, long-term performance for intended use and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.
- CMAR to identify long lead items requiring early bid packages and recommend issue dates to meet required project schedule.

City of Sioux Falls High-Performance Building Standard checklist:

- The City is piloting the City of Sioux Falls High-Performance Building Standard checklist for this project. Coordinate with the architect to incorporate strategies and analyze benefits of these sustainability and performance elements. Provide effective support and participation as required to incorporate these elements to achieve positive economic, social, and environmental outcomes.
- Work cooperatively with the Project Team to develop and implement a plan to lower operating costs, improve the health and well-being of the occupants, and promote sustainability.

Other:

- Assist the City in working with various governing authorities as requested.
- Work with the Project Team to carry out an effective project communication plan.

Construction Phase Services and Activities:

Project Management Team:

- Provide competent, experienced full-time staff, including an experienced construction field superintendent and project management team to coordinate the work, maintain the progress of the subcontractors, coordinate with ongoing activities and operations, and provide overall direction to the project during the construction phase. Establish on-site organization and levels of authority to carry out the overall plans of the construction team.
- Demonstrate high levels of effective and proactive project leadership.
- Work cooperatively and constructively with members of the Project Team to foster positive relationships that support positive outcomes for the team members and the project.

- CMAR will be contractually obligated to not reassign key staff members to other projects without the City's prior written consent. The City will have approval rights of any and all new personnel assigned to this project.

Cost Management:

- Provide analysis of contingency and project budget updates at SD and DD documents.
- Implement effective cost management control and potential alternatives to provide the City with the opportunity to make such decisions as required to keep the project cost within the fixed budget.
- Implement and maintain cost control methods with "open book" sharing of cost information.
- CMAR to inform the City of pending cost issues within five (5) business days of identifying potential issues.
- Implement and maintain a current log of pending cost issues impacting the final cost of the project and review no less than biweekly with the City.
- Provide drawdown and cash flow projections for the project during construction and update as necessary.
- CMAR should anticipate multiple bid packages from the A/E firm as scheduled project funding is available from 2024 through 2026. CMAR to develop a strategy for issuing bid packages to facilitate an efficient construction schedule as project funding is available. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents and to minimize construction duration while allowing the bid packages to be completed efficiently.

Procurement:

- CMAR to manage the bidding process, evaluate proposals, and interview subcontractors (along with the A/E firm and the City). Project Team to utilize, by mutual agreement, any of the following methods for awarding contracts to subcontractors for portions of the work: competitive bid, best value, and negotiated terms. For those subcontracts to be awarded on a competitive bid or best-value basis, CMAR is to obtain a minimum of three (3) competitive bids for each subtrade category unless otherwise authorized by the City. The CMAR shall interview at a minimum two (2) bidders per bid package with the Project Team. CMAR to provide a written award recommendation to the City.

If the CMAR plans to self-perform a portion of the work, the CMAR agrees to follow the competitive bid laws and competitive sealed proposals as codified in SDCL Chapters 5-18A, 5-18B, 5-18C and 5-18D on any portion of the work they self-perform.

Coordination Meetings:

- Conduct job-site meetings that include appropriate subcontractors, City representatives, and the A/E firm's representative to review open issues, schedule work, and resolve pending or upcoming issues. CMAR to prepare a written agenda in advance of each meeting. CMAR to maintain a list of action items with identification of responsible party and due dates for each item. CMAR to distribute written meeting minutes and action item lists within 48 hours of each meeting.

Schedule Management:

- CMAR to prepare and manage a logic-based critical path project schedule indicating key milestone events, dates, and responsibilities. Project schedule to include design efforts, preconstruction activities, procurement, and construction activities. CMAR to provide regular monitoring of the actual progress versus the scheduled progress, identify any variances, and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.
- CMAR to determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule and report to the Project Team no less than weekly.
- CMAR to prepare a short-term (three- to four-week look-ahead) schedule on a weekly basis.
- Coordinate City-purchased and/or third-party provided furniture, fixtures, and equipment with construction of the project.

Project Reporting:

- CMAR to prepare a monthly report detailing buyout to schedule, value analysis, contingency status, project schedule, and project progress commentary with applicable job site photos. Provide other formal communications as requested by the City.

Quality Management:

- CMAR to complete a review of each bid package regarding quality, coordination, and constructability prior to issuing bid documents to subcontractors.
- Complete construction of the work in strict accordance with the quality requirements established by the contract documents.

- All testing and independent inspection services required will be secured and paid for by the City. CMAR to cooperate and coordinate with testing and inspection service agencies. CMAR will be responsible for the cost of additional testing due to failed tests.
- CMAR to develop an initial punch list for subcontractors prior to formal punch list issued by the A/E firm. CMAR to ensure completion of initial punch list prior to the A/E firm's punch list walk through.
- Work cooperatively with the Project Team to develop and implement an effective commissioning plan.

Safety:

- Implement a formal project safety plan.

Project Closeout:

- Provide timely submission of operation/maintenance manuals, completed punch lists, coordination of training, submission of as-built field documents, and financial close out of project. CMAR to actively support and participate in commissioning activities.

Section 7 Form of Owner/Construction Manager at Risk Agreements

The City intends to enter into the AIA Document A133-2019, Standard Form of Agreement between Owner and Construction Manager as Constructor, as amended, with the successful firm. AIA Document A201–2017 General Conditions of the Contract for Construction, as amended, with added supplementary conditions will also govern the parties and both documents will form the basis of the Agreement between the Owner and CMAR (hereinafter “Owner/Construction Manager Agreement”).

This RFP will be superseded by the Owner/Construction Manager Agreement and its related contract documents.

Section 8 Submittal Requirements

The proposal should be limited to 30 pages (one-sided) including pictures with a font size no smaller than 11-point.

The submittal must contain the following information:

1. **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 including the referenced Owner/Contractor Agreement documents. Provide a one-page summary of the benefits you believe the Owner 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 solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the Project Team.

A point of contact(s) including name, email address and phone number shall be identified for the City to contact as needed throughout the RFP process.

2. Project Team:

- a. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the project. Specifically identify project executive, project manager, and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project, and their history of working together on previous projects. Indicate experience of key team members working together on past similar projects.
- b. Provide résumés or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
- c. List other assignments your project manager will be handling during the period of assignment to the project.
- d. For the project manager, superintendent, and other “key” staff members proposed, provide client references from three of their most recent projects and three architect/engineer references (contact person and telephone number).

3. Project Approach and Management Capabilities:

Provide a description of your project approach and management capabilities as it relates to the following areas:

- a. Commitment to building positive team working relationships.

- b. Preconstruction services. Describe your Firm's approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel prior to the City's acceptance of the GMP.
- c. Cost management. Describe the level of detail included in your cost estimates as various phases of design. Describe three examples that demonstrate your Firm's creativity in value analysis/engineering and constructability reviews.
- d. Building Information Modeling (BIM). Describe the extent your Firm anticipates utilizing BIM.
- e. Describe your change management process and reporting during construction.
- f. Submit a preliminary overall project schedule for the key activities from the date of the notice to proceed through project construction.
- g. Provide examples of your Firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
- h. Safety: Provide your Firm's approach to managing safety on construction projects. Also include an overview of your company's recent safety record and your company's experience modification rate (EMR) for the last three (3) years.
- i. Provide your Firm's approach to quality control.

4. Relevant Project Experience:

Describe three (3), similar projects in size and scope constructed within the past ten (10) years. Provide information on each project to allow the Technical Review Committee to adequately evaluate project performance. Indicate for each project the following minimum information:

- a. Name of project, location, and construction date.
- b. Name of project manager and superintendent responsible for project.
- c. Initial GMP versus final project cost.
- d. Type of service and contractual relationship (general contractor, design build, construction manager at risk, etc.). Identify point in the design and/or construction process a construction contract was executed.
- e. Preconstruction services provided.
- f. Indicate the extent of commissioning, if any.
- g. Client and architect contact information. Include phone number and email address.

- h. List and savings of benefits your Firm brought to each project that benefited the owner.

Proposers may provide preprinted brochures or other literature you feel will be helpful in understanding your firm's unique capabilities and experience. Do not include this material in the body of your proposal. These files should be included in a different file folder when submitting your RFP on the thumb drive. These types of materials will **not** count towards the established page limit.

5. Statement of Financial Strength/Stability and Insurance Coverage:

Provide the following information about your firm:

- a. Name and contact of your Firm's surety and description of bonding capacity available. Additionally, provide a statement from a surety company authorized to do business in South Dakota indicating the Firm(s) ability to obtain a City of Sioux Falls Office Light, Power, and Traffic Operations Facility RFP for Construction performance and payment bond in the amount of not less than 100 percent of the cost of the project. For this RFP, the amount of bonding capacity to be shown as available shall be \$14,000,000.
- b. Name of Firm's insurance carriers and a description of insurance coverage.
- c. Name and contact information for Firm's primary financial institution.

6. Special Resources:

A description of special resources or capabilities your Firm could employ on the project, which would enhance the value your Firm would bring to the project.

Describe what steps your Firm has taken during recent years to be innovative and progressive in the development of your Firm and state how these activities serve your clients.

7. Acknowledgement and Certification Statements:

- a. Certify that your Response to RFP will remain in effect for 60 days.
- b. Certify that all representations stated in the Response to RFP are true and accurate.
- c. Acknowledge that all materials submitted in the Response to RFP will become property of the City.
- d. Acknowledge that all costs associated with preparation of the Response to RFP will be the responsibility of the proposing CMAR.

Note: The proposal shall not contain your fee proposal. Please refer to Section 9 and 10—Review of Proposals and Selection Process and Interviews.

Section 9 Review of Proposals and Selection Process

Upon receipt of the proposals, the Selection Committee will determine the best proposal(s) deemed most qualified based on the following criteria:

The Selection Committee 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 City's Selection Committee will take the following criteria into account when evaluating proposals.

1. Financial and bonding capacity, As a threshold, the Firm must demonstrate the ability to provide a performance and payment bond in the amount of the GMP as described in Section 8.5. If the Firm does not demonstrate such ability, they will not move onto the criteria listed below.
2. Firm background and applicable experience (30 percent).
3. Project approach and management capabilities (70 percent).

The Selection Committee shall invite at least two, but no more than four CMAR Firms deemed most qualified for interviews. Firms chosen for the interview will be required to complete the Fee proposal and Questionnaire Worksheet that will be provided to the qualifying Firms. The worksheet must be submitted via email or sealed envelope at least two days before the interviews with your Firm's name.

Section 10 Interviews

The order of interviews will be determined by the Selection Committee. The interview will consist of up to a 50-minute presentation by the CMAR, a question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the project should participate in the interview.

Interviewed Firms may be requested to provide detailed information and provide clarifications on their submitted Fee proposal and Questionnaire worksheet.

Section 11 Selection Criteria

The Selection Committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to

select the most qualified Firm to provide services for this project. Selection criteria will be based on:

1. Experience, qualifications, and availability of proposed team leaders (45 percent).
2. Broader team structure (5 percent).
3. History of project team working together on similar projects (5 percent).
4. Technical work process (10 percent).
5. Proposal, interview, and response (10 percent).
6. General Conditions and fee (25 percent).

Upon completion of the interviews, the Firms will be ranked. Unless all proposals are rejected, the City will commence negotiations of a fee for services with the highest ranking Firm. If an agreement for services cannot be reached with the highest ranked Firm, the City will move to the second ranked Firm. The same process will be repeated with the other ranked Firms if no such agreement can be reached. Upon successful negotiations with a Firm, the City may enter into a contract with the selected Firm. The City reserves the right to not select a Firm as part of this process if an agreement cannot be reached with the interviewed Firms.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

Section 12 Registry of Proposals

Excluding proprietary information, the proposal and the professional service contract of the CMAR awarded the 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 a CMAR Contract," which shall contain the names of firms who submitted a proposal and the name of the firm who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

Section 13 Standard Proposal Information

The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and the Firm that, in the City's sole discretion, is in the best interests of the City.

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 management company.

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. Responses hereto will be prepared at the sole cost and expense of the bidder.

- Nothing stated at any time, by any representative of the City, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing by the City.
- Respondents hereto must agree to keep confidential their response and any information received from the City.
- All information submitted in response to the RFP shall become the property of the City, and as such, may be subject to public review as public records.
- Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred by the respondent or any member thereof as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City's acceptance or nonacceptance of the proposal.
- The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those

desiring to release information to the public must receive prior written approval from an authorized representative of the City.

- Neither the City nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent.
- The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
- All responses submitted must be the original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause the City to reject the response.
- The successful respondent will be required to enter into contract by signature on separate contract documents, which will be prepared by the City from information in the RFP and the successful respondent's proposal.

Contract Award

It is the City's intent to enter into a contract with a Firm or Firms who best demonstrate the ability to provide all or some of the services that best fit the need of the City. After review of the proposals, if the City decides to not enter into a contract, the City will notify all Firms.

Authorized Signature

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

City Not Responsible for Preparation Costs

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

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.

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).

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.

No Contact Policy

Any contact with any City representatives or elected officials (other than already contracted business), related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your Firm from this procurement.

General

The Firm selected shall comply with all federal, state and local ordinances, statutes, rules, and regulations which may apply to the CMAR contract, including but not limited to American with Disabilities (ADA) requirements, Civil Rights, non-appropriation of funds, insurance and indemnification requirements