

PUBLISH: March 20 and March 27<sup>th</sup> 2026

BID REQUEST NO. 26-0053

## REQUEST FOR PROPOSALS

The City of Sioux Falls, SD, requests competitive sealed proposals to provide Services to Support Sustainability Grants. The City seeks to award up to four contracts in the subcategories of (1) Single-Stream Recycling; (2) Waste Reduction; (3) Clean Water; and (4) Sustainable Living. Proposers may apply for one or more as desired.

To participate, proposers must be registered as a vendor in the City's e-procurement system. Register at [siouxfalls.bonfirehub.com](http://siouxfalls.bonfirehub.com) by selecting "Register" next to the login tab. After you have registered, navigate to the Open Public Opportunities tab to view the solicitation. Proposals will be electronically submitted through the City's e-procurement system and will be received **not later than 2 p.m., Central time**, April 16, 2026. Proposals will be publicly opened but not read at 3 p.m., Central time, City Hall, 224 W. 9th St., Sioux Falls, SD 57104. You may watch the bid opening virtually via Webex by utilizing information and links located at [www.siouxfalls.gov/purchasing](http://www.siouxfalls.gov/purchasing).

A nonmandatory preproposal meeting will be held at 9a.m. on Wednesday, April 8, 2026, Environmental Center, 1017 E Chambers St, Sioux Falls, SD 57104, for all interested proposers.

It is the vendor's responsibility to check the City's e-procurement system for any changes or updates to the Competitive Sealed Proposal, which will be in the form of an addendum posted to the solicitation in the e-procurement system.

Telegraphic, fax, email, and hand-delivered responses will not be accepted unless specifically authorized in the terms and conditions of the solicitation.

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

Published twice at the approximate cost of \$\_\_\_\_\_.

***Request for Proposals***  
***for***  
***Services to Support Sustainability Grants***  
***City of Sioux Falls, South Dakota***  
***Proposal Request No. 26-0053***  
***March 2026***



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**Request for Proposal  
for Services to Support Sustainable Community Grants**

**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 qualified firms to receive Services to Support Sustainable Community Grants as detailed in Section 2.

The City seeks to award one contract in each of the four sub-categories in Section 2. Offerors may submit proposals in all sub-categories.

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

Cherri Hanson, Purchasing Specialist, Finance Department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees, elected officials, or members of the evaluation team may result in the Offeror being disqualified.

Cherri Hanson, Purchasing Specialist, Finance Department

Phone: 605-367-8868

Email: Cherri.Hanson@siouxfalls.gov

**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: Friday, March 20, 2026
- Pre-Proposal Meeting: Wednesday, April 8, 2026
- Proposals Due: Thursday, April 16, 2026
- Review of Proposals and Shortlist: May 2026
- Interviews (If Necessary): May 2026
- Contract Intent to Award: May 2026
- Execute Contract: June 2026

**1.04 Proposal Submittal**

Offerors shall upload one PDF of their application (see Appendix A) to the City’s e-procurement system for each initiative set forth in Section 2. Hard copies will not be accepted.

Proposals must be received in the City's e-procurement system no later than **2 p.m., Central standard time, on Thursday, April 16, 2026**. Proposals will not be publicly read at the opening.

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

### **1.05 Questions and Addenda**

Questions regarding this RFP shall be submitted in writing to Cherri Hanson, Purchasing Specialist, at [Cherri.Hanson@siouxfalls.gov](mailto:Cherri.Hanson@siouxfalls.gov). Answers to questions will be posted in the City's e-procurement system. The deadline for questions is 1 p.m. Central Standard Time, **Friday**, April 10, 2026.

Additionally, a non-mandatory preproposal meeting will be held at 9 a.m. on Wednesday, April 8, 2026, at the Environmental Center, 1017 E. Chambers St., Sioux Falls, SD 57104, for all interested proposers. Offerors interested in attending this meeting virtually should send an email to Cherri Hanson at [Cherri.Hanson@SiouxFalls.Gov](mailto:Cherri.Hanson@SiouxFalls.Gov) a minimum of 24 hours in advance of the meeting. The email subject should say 26-0053, Services to Support Sustainability Grants Preproposal Meeting Request.

If deemed necessary, addenda to the RFP will be issued and will be posted in the City's e-procurement system. No addenda will be issued after 6 p.m., **Thursday**, April 9, 2026.

Responding firms are prohibited from communicating in any other manner about this project with any other City employee, elected official, evaluation team members, or contracted third-party facility manager from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Division. Other means of communication or contact may disqualify the submitting firm.

## **Section 2—Proposals**

### **2.01 Objective**

The City is requesting proposals/applications from qualified offerors.

### **2.02 Background**

The City of Sioux Falls supports sustainable economic and community growth. Funded projects must demonstrate measurable outcomes to support the City's economic goals and will prioritize initiatives that:

- Attract, retain, and grow industries that employ highly skilled labor, diversify the City's economic base, and provide a high rate of return on our investment.
- Partner with the City to provide support to initiatives that complement the City's stated economic goals.
- Invest in the vibrancy and safety of key economic districts like downtown that provide the highest rate of economic and quality of life return for the City.

## 2.03 Scope of Work or Services

Grants funded through this initiative offer local nonprofit organizations the opportunity to engage in sustainability projects that support the City's Sustainability Program in achieving its mission of "Working together, we will promote a vibrant community through the innovative and wise use of our resources." Organizations committed to advancing community-wide sustainability initiatives may be eligible to apply for the City's Sustainable Community Grant.

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### Services to Support Sustainable Community Grants—Initiative 1

#### Scope of Work: Single-Stream Recycling

##### A. Purpose

The City of Sioux Falls seeks to invest in initiatives that directly contribute to support and strengthen single-stream recycling efforts through education, infrastructure, or innovation.

##### B. Goals and Objectives

**Single-Stream Recycling:** Support and strengthen single-stream recycling efforts through education, infrastructure, or innovation.

##### ELIGIBLE APPLICANTS

You must be a Sioux Falls-based 501(c)(3) organization.

Serve as the City's **primary** single-stream recycling development partner in helping to coordinate and advance support and strengthen single-stream recycling efforts through education, infrastructure, or innovation.

##### C. Reporting Requirements, Performance Metrics, and Deliverables

The selected respondent will be required to track, evaluate, and report on measurable outcomes that align with the City of Sioux Falls' economic development goals, as outlined in the Scope of Work. The following section outlines the minimum expectations for performance metrics, reporting requirements, and deliverables. Respondents are encouraged to propose additional or alternative metrics for the City's consideration.

##### D. Performance Metrics

Respondents must demonstrate the ability to collect and report data aligned with the City's strategic economic priorities. Performance metrics must reflect measurable progress attributable to the grantee toward at least two of the following metrics for Single-Stream Recycling:

- Participation rate (% of households/businesses that set out recycling at least once during a given period).
- Capture rate (% of recyclable materials generated that are actually captured in recycling instead of trash).
- Tons collected per household.

- Contamination rate (% of non-recyclable materials in the recycling stream).
- Diversion rate (% of total waste diverted from landfilling).
- Cost per ton.
- Net program cost.
- Commodity recovery rate (% of collected material that is successfully processed and sold).
- Public awareness level of recycling practices (e.g., survey data).
- Workshop/event attendance.
- Distribution of program tools (recycle bins or bags).

## **E. Reporting Requirements**

The selected respondent will be required to submit the following reports in a timely manner:

### **1. Annual Summary Report**

- Due within 60 days following the end of each program year.
- Must summarize annual impact, trends, and outcomes aligned with program goals.
- Must include narrative progress, quantitative performance metrics, and budget-to-actual expenditures.
- Must include an evaluation of outcomes, suggestions for improvement, and long-term sustainability strategies.
- Supporting documentation is encouraged.

#### **All reports must include:**

- Narrative description of activities and results.
- Data tables reflecting required metrics.
- Budget performance update and denote any variance of expenditures of funds in relation to the original proposal.
- Supporting documentation such as MOUs, media coverage, photographs, curriculum materials, etc.

## **F. Deliverables**

The selected respondent will be responsible for the following deliverables, to be submitted per the timelines established in the contract:

### **1. Initial Work Plan**

- Detailing key activities, performance targets, responsible personnel, and milestone timelines.

### **2. Annual Reports**

- Annual reports as defined above.

### **3. Public Acknowledgement**

- Co-branded press releases, signage, and materials acknowledging City of Sioux Falls investment.

### **4. Evaluation Plan**

- A clear strategy and methodology for measuring progress against program goals, including baseline data and target outcomes.

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## **Services to Support Sustainable Community Grants —Initiative 2**

### **Scope of Work: Waste Reduction**

#### **A. Purpose**

1. The City of Sioux Falls seeks to invest in initiatives that directly contribute to waste reduction.

#### **ELIGIBLE APPLICANTS**

You must be a Sioux Falls-based 501(c)(3) organization.

#### **B. Goals and Objectives**

**Waste Reduction:** Promote waste reduction efforts through education, infrastructure, or innovation in the areas of reuse, repair, composting, or food waste reduction.

#### **C. Reporting Requirements, Performance Metrics, and Deliverables**

The selected respondent will be required to track, evaluate, and report on measurable contributions and outcomes to support downtown Sioux Falls' economic vitality and public safety through strategic project implementation. The following outlines requirements, reporting expectations, and deliverables associated with this funding opportunity. Respondents are encouraged to propose additional or alternative metrics for the City's consideration.

#### **D. Performance Metrics**

Respondents must demonstrate the ability to collect and report data aligned with the City's strategic economic priorities. Performance metrics must reflect measurable progress attributable to the grantee toward at least two of the following metrics for Waste Reduction:

- Waste generation per household (decrease pounds per person per day, week, or month).
- Total tons or pounds of waste reduced (compared to baseline).
- Waste avoided by material type (e.g., food, packaging, paper, plastic).

- Participation rate (% of households/businesses that set out recycling at least once during a given period).
- Frequency of participation (e.g., refill use, composting events, reuse programs).
- Reduction in single-use items (e.g., % of households using reusable shopping bags regularly).
- Cost per ton of waste reduced.
- Greenhouse gas emissions avoided (using the EPA's WARM model).
- Diversion rate (% of total waste diverted from landfilling).
- Behavior adoption rate of waste reduction practices (e.g., survey data).
- Workshop/event attendance.
- Distribution of program tools (compost bins, refill containers, etc.)

## **E. Reporting Requirements**

The selected respondent will be required to provide regular and transparent reporting of all funded activities:

### **1. Annual Impact Report**

- Due within 60 days of the end of the program year.
- Must summarize annual impact, trends, and outcomes aligned with program goals.
- Must include narrative progress, quantitative performance metrics, and budget-to-actual expenditures.
- Must include an evaluation of outcomes, suggestions for improvement, and long-term sustainability strategies.
- Supporting documentation is encouraged.

#### **Reports must include:**

- Narrative summary of activities and outcomes related to each initiative goal.
- Quantitative data for performance metrics listed above.
- Financial documentation (expenditures, matching funds, etc.).
- Supporting materials such as photos, promotional materials, media coverage, or survey results.
- One or more impact stories or case studies highlighting successes.

## **F. Required Deliverables**

The selected respondent will be responsible for the following deliverables, to be submitted per the timelines established in the contract:

## 1. Initial Work Plan

- Detailing key activities, performance targets, responsible personnel, and milestone timelines.

## 2. Annual Reports

- Annual reports as defined above.

## 3. Public Acknowledgement

- Co-branded press releases, signage, and materials acknowledging City of Sioux Falls investment.

## 4. Evaluation Plan

- A clear strategy and methodology for measuring progress against program goals, including baseline data and target outcomes.

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## Services to Support Sustainable Community Grants —Initiative 3

### Scope of Work: Clean Water

#### A. Purpose

1. The City of Sioux Falls seeks to invest in initiatives that directly contribute to clean water.

#### ELIGIBLE APPLICANTS

You must be a Sioux Falls-based 501(c)(3) organization.

#### B. Goals and Objectives

**Clean Water:** Protect and restore water resources by safeguarding, improving water quality, or promoting water conservation practices.

#### C. Reporting Requirements, Performance Metrics, and Deliverables

The selected respondent will be required to track, evaluate, and report on measurable contributions and outcomes to support downtown Sioux Falls' economic vitality and public safety through strategic project implementation. The following outlines require performance metrics, reporting expectations, and deliverables associated with this funding opportunity. Respondents are encouraged to propose additional or alternative metrics for the City's consideration.

#### D. Performance Metrics

Respondents must demonstrate the ability to collect and report data aligned with the City's strategic economic priorities. Performance metrics must reflect measurable progress attributable to the grantee toward at least two of the following metrics for Clean Water:

- Contaminant concentration reduction levels (before vs. after).

- Water samples meeting safety standards.
- Monitoring of typical pollutants (e.g., nutrients, pathogens, heavy metals, chemicals).
- Population with safe water access (% of households with continuous safe water access).
- Treatment system efficiency (% of the contaminant removal).
- Water loss/leakage rate (before vs. after).
- Reduction in nutrient runoff (tons of nitrogen prevented from entering the watershed).
- Cost per volume treated.
- Public health indicators (e.g., % reduction in gastrointestinal illness cases).
- Return on investment (e.g., cost per 1,000 gallons treated).
- Behavior adoption rate of water conservation practices (e.g., survey data).
- Workshop/event attendance.
- Distribution of program tools (e.g., pet waste bags)

## **E. Reporting Requirements**

The selected respondent will be required to provide regular and transparent reporting of all funded activities:

### **1. Annual Impact Report**

- Due within 60 days of the end of the program year.
- Must summarize annual impact, trends, and outcomes aligned with program goals.
- Must include narrative progress, quantitative performance metrics, and budget-to-actual expenditures.
- Must include an evaluation of outcomes, suggestions for improvement, and long-term sustainability strategies.
- Supporting documentation is encouraged.

#### **Reports must include:**

- Narrative summary of activities and outcomes related to each initiative goal.
- Quantitative data for performance metrics listed above.
- Financial documentation (expenditures, matching funds, etc.).
- Supporting materials such as photos, promotional materials, media coverage, or survey results.
- One or more impact stories or case studies highlighting successes.

## **F. Deliverables**

The respondents selected will be responsible for the following deliverables, to be submitted per the timelines established in the contract:

## 1. Initial Work Plan

- Detailing key activities, performance targets, responsible personnel, and milestone timelines.

## 2. Annual Reports

- Annual reports as defined above.

## 3. Public Acknowledgement

- Co-branded press releases, signage, and materials acknowledging City of Sioux Falls investment.

## 4. Evaluation Plan

- A clear strategy and methodology for measuring progress against program goals, including baseline data and target outcomes.

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## Services to Support Sustainable Community Grants —Initiative4

### Scope of Work: Sustainable Living

#### A. Purpose

1. The City of Sioux Falls seeks to invest in initiatives that directly contribute to sustainable living.

#### ELIGIBLE APPLICANTS

You must be a Sioux Falls-based 501(c)(3) organization.

#### B. Goals and Objectives

**Sustainable Living:** Advance sustainable living by supporting circular, economy initiatives, local food systems, community health and resilience, sustainable behaviors, energy conservation, and low-carbon transportation.

#### C. Reporting Requirements, Performance Metrics, and Deliverables

The selected respondent will be required to track, evaluate, and report on measurable contributions and outcomes to support downtown Sioux Falls' economic vitality and public safety through strategic project implementation. The following outlines require performance metrics, reporting expectations, and deliverables associated with this funding opportunity. Respondents are encouraged to propose additional or alternative metrics for the City's consideration.

#### D. Performance Metrics

Respondents must demonstrate the ability to collect and report data aligned with the City's strategic economic priorities. Performance metrics must reflect measurable progress attributable to the grantee toward at least two of the following metrics for Sustainable Living:

- Greenhouse gas emissions reduction per household/business (tons carbon dioxide equivalent avoided).
- Energy use reduction (e.g., kWh per household/business).
- Water use reduction (e.g., gallons per household/business).
- Waste reduction per household (e.g., pounds per household/business).
- Cost per participant or cost per impact unit.
- Participation in program challenges or activities.
- Average household savings from reduced energy/water use.
- Program completion rates (% of participants completing all program modules or challenges).
- Adoption of key sustainable behaviors (e.g., using less energy, composting more food waste, outdoor irrigation water reduction).
- Behavior adoption rate of sustainable practices (e.g., survey data).
- Workshop/event attendance.
- Distribution of program tools (e.g., LED bulbs).

## **E. Reporting Requirements**

The selected respondent will be required to provide regular and transparent reporting of all funded activities:

### **1. Annual Impact Report**

- Due within 60 days of the end of the program year.
- Must summarize annual impact, trends, and outcomes aligned with program goals.
- Must include narrative progress, quantitative performance metrics, and budget-to-actual expenditures.
- Must include an evaluation of outcomes, suggestions for improvement, and long-term sustainability strategies.
- Supporting documentation is encouraged.

### **Reports must include:**

- Narrative summary of activities and outcomes related to each initiative goal.
- Quantitative data for performance metrics listed above.
- Financial documentation (expenditures, matching funds, etc.).
- Supporting materials such as photos, promotional materials, media coverage, or survey results.
- One or more impact stories or case studies highlighting successes.

## **F. Deliverables**

The respondents selected will be responsible for the following deliverables, to be submitted per the timelines established in the contract:

### **5. Initial Work Plan**

- Detailing key activities, performance targets, responsible personnel, and milestone timelines.

### **6. Annual Reports**

- Annual reports as defined above.

### **7. Public Acknowledgement**

- Co-branded press releases, signage, and materials acknowledging City of Sioux Falls investment.

### **8. Evaluation Plan**

- A clear strategy and methodology for measuring progress against program goals, including baseline data and target outcomes.
- 

## **2.04 Budget**

The total budget for services within this RFP across these four (4) initiatives is \$20,000. The City expects an award to be no less than \$5,000 per initiative. Final awards will be based on the evaluation criteria set forth in Section 4.01.

## **Section 3—Proposal Format and Content**

### **3.01 Submittal Requirements**

Proposers must fill out the form listed in APPENDIX A for each initiative and submit as directed in 1.04.

## **Section 4—Review of Proposals**

### **4.01 Selection Criteria**

Upon receipt of the proposals, an evaluation team will determine the best proposal based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals, and the ability to perform the work well with other project team members in making the decision to select the most qualified firm to provide engaging and interactive exhibits for the City. Selection criteria will be based on:

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

<b>Category</b>	<b>Evaluation Criteria</b>	<b>Max Points</b>
Alignment with City's Economic Goals	<ul style="list-style-type: none"> <li>• Project demonstrates strong alignment with the City's goals.</li> </ul>	20
Strategy and Implementation Plan	<ul style="list-style-type: none"> <li>• Quality, feasibility, and clarity of the proposed strategy, activities, and timeline to achieve measurable results.</li> </ul>	25
Partnerships and Collaboration	<ul style="list-style-type: none"> <li>• Evidence of strong partnerships with businesses, academic institutions, cultural organizations, community groups, or other stakeholders that enhance the project's reach and impact.</li> </ul>	25
Evaluation and Reporting Plan	<ul style="list-style-type: none"> <li>• Applicant's capacity to meet reporting requirements, track outcomes with reliable data, and implement a plan for evaluation. Includes strategies for long-term sustainability beyond City funding.</li> </ul>	10
Requested Funding and Budget	<ul style="list-style-type: none"> <li>• Requested funds are reasonable, justified, and proportionate to the program scope.</li> <li>• Provided a clear, itemized budget for initiative funding.</li> </ul>	20
<b>TOTAL</b>		<b>100</b>

Upon review of the proposals, the City will score the proposals and may short-list and may 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. 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 reserves the right not to select a firm as part of this process if an agreement cannot be reached or for any other reason.

### **Oral Presentations**

Offerors determined to be reasonably acceptable for award **may** be required to provide an on-site or virtual presentation of their proposal for the evaluation committee. Offerors are encouraged to bring renderings/photos of related examples of work and any other pertinent past project information. The City will schedule a date and time with each offeror if necessary. Offerors will be responsible for all costs associated with providing the presentation.

### **4.02 Contract Award**

It is the City's intent to enter into a contract with an offeror(s) who best demonstrates the ability to provide Services to Support Sustainable Community Grants after review of the proposals. If the City decides not to enter into a contract for any of the initiatives, the City will notify all offerors who submitted an application under the specific initiative.

### **4.03 Special Conditions**

Excluding proprietary information, the successful offeror'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 that submitted a proposal and the name of the company that 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 offeror to the provisions of the RFP must sign all applications/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**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause

speculation as to the objectivity of the offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

#### **5.04 Offeror's Certification**

By signature on the proposal, the offeror 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.

#### **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 Other Conditions**

This 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.

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.

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.

## **Section 6—Standard Contract Terms**

Any agreement resulting from this RFP will include the following standard terms and conditions as listed below along with any additional terms negotiated by the parties.

### **6.01 Non-Discrimination**

The Contractor shall not, in the performance of the contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.

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 Contractor, because of race, color, sex, creed, religio, 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 found 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 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.

## 6.02 Insurance

Contractor shall secure the insurance specified below. All insurance secured by the Contractor under the provisions of this section shall be issued by insurance companies acceptable to 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 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 an 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 representatives 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, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard, comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
4. Professional liability insurance providing an occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by the Contractor in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the Contractor and assumes no responsibility therefor.
5. 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 Contractor'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, Contractor 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.

All insurance provided by Contractor shall name City and its duly authorized representatives as an additional insured. Contractor will deliver to City, at least 15 days prior to expiration of each policy, satisfactory evidence of renewal to the extent any policy expires and requires renewal during the term of this Agreement. Evidence of renewal may be provided less than 15 days prior to the expiration of each policy with prior written consent by City but shall never be later than one business day prior to the expiration of the policy. Upon request, Contractor will provide to City a complete copy of all insurance policies required under the Agreement. This section shall survive the termination of this Agreement.

Contractor will provide City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. Contractor agrees to hold the City harmless from any liability, including additional premium due, because of Contractor's failure to maintain the coverage limits required.

Contractor's approval or acceptance of certificates of insurance does not constitute City's assumption of responsibility for the validity of any insurance policies, nor does City represent that the above coverages are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefor.

### **6.03 Funding Out**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this Agreement, this Agreement shall impose no obligation on the City for payment. This Agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Contractor, its successors or assignees, for any further payments.

### **6.04 Independent Business**

The parties agree that the Contractor operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Contractor is inclusive of any use, excise, income, or any other tax arising out of this Agreement.

### **6.05 Appropriated Funds**

The funding being provided pursuant to this Agreement is an authorized budget item of the City of Sioux Falls for calendar year in which payment is made. If the financial condition of the City should change during the term of this Agreement to the extent that the City would or might have insufficient yearly revenue to meet all of its budgeted

expenditures, this Agreement may be modified by the City such that the funds provided for herein may be reduced in the event the Mayor implements spending restraints. Any reduction in funding will be in proportion to budget reductions. However, the City may implement minor spending restraints and may reduce compensation provided herein by up to five percent without regard to proportionality of overall spending restraints at its discretion. The City will use its best effort to notify of any adjustment to compensation invoked under this section. Should any such reduction in funding occur, the parties shall negotiate a commensurate reduction in services to be provided under the Agreement.

#### **6.06 Indemnity**

The Contractor agrees to defend, indemnify, and hold harmless the City from all claims or liabilities including, but not limited to, attorneys' fees arising out of the services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liabilities are the result of an act, error, or omission of the Contractor and/or its employees/agents arising out of the services described in the Agreement.

#### **6.07 Termination**

The City may, by ninety (90) days written notice to the Contractor, terminate this Agreement in whole or in part at any time, either for the City's convenience or upon thirty (30) days written notice because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of notice, the Contractor shall immediately begin to discontinue all services affected, unless the notice directs otherwise.

If the termination is for the convenience of the City, the Contractor will be paid for eligible services rendered and reasonable expenses incurred up to the date of termination, but no amount shall be allowed for anticipated profit or unperformed service.

If the termination is due to the failure of the Contractor to fulfill the contract obligations, the City may take over the work and complete it by contract or otherwise. In such case, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

The rights and remedies of the City provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

#### **6.08 Voluntary**

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

#### **6.09 Governing Law and Venue**

The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Jurisdiction and venue of any legal proceeding involving the

parties in connection with this Agreement will lie exclusively with the state and federal courts located in Sioux Falls, South Dakota.

#### **6.10 Severability**

Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.

#### **6.11 Entire Agreement**

This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

#### **6.12 Ownership**

The reports, schedules, models, budgets, and other documents prepared or assembled by the Contractor, and all information contained therein, will be deemed by the parties to be done as works made for hire. The Contractor hereby assigns to the City all rights, titles, and interests in and to all reports, schedules, models, budgets, and other documents, and all information contained therein, prepared and assembled by the Contractor in connection with this Agreement.

#### **6.13 Compliance with Law**

Contractor agrees to comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services or products provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. This may include, but not limited to obtaining necessary releases of information from individuals served.

#### **6.14 Successors**

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

#### **6.15 Originals**

The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement bearing such parties' signature shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

**Appendix A**  
**City of Sioux Falls—Services to Support Sustainable Community Grants**  
**Funding Application**

Please complete all sections of this application. Answer each question clearly and concisely. Attach all required documents before submitting.

**Section 1—Applicant Information**

**GRANT APPLICATION**

**Part I: Applicant Information**

- Project Name:
- Amount of Funding Request (up to \$5,000):
- Organization Submitting Proposal:
- Address:
- Phone:
- Federal ID #:
- Contact Person for this Application:
- Job Title:
- Phone:
- Email:

**Part II: Project Description**

Answer each of the following questions. Feel free to write your responses in a separate document if you need additional space.

1. Project Category (select only one).
  - Single-Stream Recycling
  - Waste Reduction
  - Clean Water
  - Sustainable Living
  
2. Describe your organization, including its goals and mission statement (limit to 100 words).
  
3. Describe your grant project, including needs, overall goals, activities, and budget (limit 200 words).

Expected Budget

Item	Estimated Cost
Total	

4. Describe the outcomes (i.e., expected results) of this project (limit 100 words).
5. Describe how your project addresses at least one focus area within the three categories listed under “General Requirements” on page 2 (limit 100 words).
6. Describe how this project will positively impact the Sioux Falls community (limit 100 words).
7. Describe how you will determine if your project is successful (limit 100 words).
8. How do you plan to sustain this project after the funding ends (limit 100 words)?
9. The total dollar amount for this program is \$5,000. Would your organization be willing to accept less than the amount you’re requesting to secure funding from this grant?
  - Yes
  - No

### **Part III: Required Attachments**

- Please provide the following required attachments:
  - Application
  - IRS Letter of Tax-Exempt Status
  - Detailed Project Budget
  - Information about other funding sources for this project
  - List of board members and affiliations
  - Previous year’s financial statements

### **Section 2—Program Selection**

Please indicate which initiative your organization is applying for funding under (check one):

- Initiative 1—Single-Stream Recycling
- Initiative 2—Waste Reduction
- Initiative 3—Clean Water
- Initiative 4— Sustainable Living

If you apply for multiple initiatives, submit a separate application for each.

### **Section 3—Organizational Capacity**

1. Briefly describe your organization, mission, and history.
2. Identify which City initiative (Initiative 1, Initiative 2, Initiative 3 or Initiative 4) your proposal addresses and explain why your organization is well-positioned to lead this work. Provide examples of past experience managing similar programs or community projects.
3. Describe the staff and key personnel who will lead this initiative (include qualifications).

### **Section 4—Project Description and Alignment with City Goals**

1. Provide a clear description and summary of the project you are proposing. How does it address the specific scope of the initiative you selected?

### **Section 5—Strategy and Implementation Plan**

1. Provide a detailed description of your project strategy, key activities, and implementation plan.
2. Identify the timeline, milestones, and responsible personnel.

### **Section 6—Partnerships and Collaboration**

1. Explain how collaboration with businesses, academic institutions, cultural groups, or community organizations will strengthen your project.

### **Section 7—Reporting, Evaluation, and Sustainability**

1. Describe how you will meet the City's reporting requirements (annual reports).
2. Explain how you will track and evaluate progress, including data collection methods.

3. Provide a plan for long-term sustainability beyond the funding period.

**Section 9—Economic and Community Impact**

1. Define the measurable outcomes of your project. Include projected numbers.

**Section 10—Budget and Funding Request**

1. How much funding are you requesting from the City?

2. Explain how City funding will be used and why it is critical to project success.

**Section 11—Authorization**

I certify that the information provided in this application is accurate to the best of my knowledge and that the organization is committed to delivering the proposed program in alignment with City of Sioux Falls goals.

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_