

***Request for Proposals for
Professional Design Services
for
Aquatic and Recreation Facilities***

April 7, 2023

***City of Sioux Falls, South Dakota
Proposal Request No. 23-0014***

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Request for Proposals of *Professional Design Services*

Section 1—Introduction and Instructions

1.01 Purpose of the RFP

Notice is hereby given that the City of Sioux Falls (City), is seeking a request for proposals (hereafter collectively referred to as “proposals” or “responses”) from Proposers qualified to provide master plan development (Phase 1) services and potentially final design (Phase 2) services, in anticipation of construction of an Aquatics Center and/or Indoor Recreation Center and associated park improvements at Frank Olson Park, Kuehn Park, South Side Aquatic Center, and a wading pool/refrigerated ice rink at McKennan Park.

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified Proposer with experience in engineering site development and architectural designs for master plan design development (Phase 1) services and potentially final design (Phase 2) services. The selected Proposer will be required to evaluate the existing and future facility needs of the Sioux Falls Parks and Recreation Department and may be requested to develop construction documents for the proposed improvements.

Upon completion of Phase 1, the City will evaluate and determine the best delivery method for each location. After a delivery method is chosen, the city may, at its discretion, and further subject to available funding, request additional professional services from the selected Proposer to complete final design for the project. The scope of the project will be determined based on multiple factors including budget and priority needs as identified in the master plan development process, and the City’s desire to continue with the selected Proposer. The selection under this procurement action will be based on the scope of services outlined below, notwithstanding potential Phase 2 services.

Phase 2 services may be amended to the initial contract based on the results of the design work, and/or a separate agreement may also be completed for the construction administration services portion of the project.

1.02 Contact Person and Email

All questions regarding this RFP are required to be submitted in writing to Matthew Newman, Business Analyst, Finance Office, at mnewman@siouxfalls.org. Answers to questions will be posted to the City’s website at www.siouxfalls.org. The deadline for questions is **2 p.m., Central time, Thursday, April 27, 2023.**

The Proposer, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Business Analyst. Other means of communications or contact may disqualify the Proposer.

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:

- Release RFP No. 23-0014 Friday, April 7, 2023
- Preproposal Meeting Thursday, April 20, 2023
- Question Submittal Deadline Thursday, April 27, 2023, at 5 p.m.
- RFP Addenda Deadline Wednesday, May 3, 2023, at 6 p.m.
- Proposal Deadline Thursday, May 11, 2023, at 2 p.m.
- Shortlist for Interviews, if needed May 23–26, 2023
- Webex interviews if necessary May 31–June 1, 2023
- Proposer Selection June 2023

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Proposers must submit seven (7) original hard copies (marked "Original") and an appropriately marked portable USB drive containing an electronic copy of the submitted proposal as a single PDF file in a sealed envelope or package. Submit pricing information in a separate envelope.

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, Ground Floor
Attention: Matthew Newman
Professional Design Services for Aquatic and Recreation Facilities
RFP No. 23-0014
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central standard time, on Thursday, May 11, 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.

Proposers assume the risk of the method of dispatch chosen. The City of Sioux Falls ("City") assumes no responsibility for delays caused by any delivery service.

Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Preproposal Meeting, Questions, and Addenda

A preproposal meeting will be held via Webex on Thursday, April 20, 2023, at 2 p.m. Contact the Business Analyst by email at mnewman@siouxfalls.org a minimum of 24 hours in advance to receive a Webex meeting invitation.

Representatives of the City will be present to discuss the project. Oral statements may not be relied upon and will not be binding or legally effective.

1.06 Submittal of Questions

Prospective Proposers are requested to submit any questions no later than **2 p.m. Central time on Thursday, April 27, 2023,** to Matthew Newman, at mnewman@siouxfalls.org. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written addendums, as it deems necessary.

1.07 Addendum

To ensure fair consideration for all Proposers, any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed Proposer. Such addendums, if issued, will be posted on the City's website at:

<https://www.siouxfalls.org/business/rfq>

Please note, that it is the Proposer's responsibility to check this site frequently for Addendums that may impact pricing, this document's requirements, terms, and/or conditions.

No addenda will be issued after 6 p.m., Wednesday, May 3, 2023.

Section 2—Scope of Work

2.01 Introduction and Background

The Parks and Recreation System Plan 2020–2024 was updated and approved in 2020 and included an update of the Aquatics Master Plan. One of the major recommendations to come out of the update was the need to replace the aging pools at Frank Olson Park, Kuehn Park, and McKennan Park. The City hired PROS Consulting in 2022 to lead a comprehensive community engagement process to gather public input to help shape the future of aquatics in Sioux Falls.

The community engagement process started in September and was completed in December with a summary presentation to the City Council. The process included several meetings with user groups, the neighborhoods adjacent to the pools, the general public, and an on-line engagement platform. The goal was to hear what improvements the public wanted to see at these parks with the replacement of the pools and renovation of the parks surrounding them. The major themes that came out of the public input that will influence the scope of the project include:

- Overcrowding was the main reason for not using current facilities.
- An indoor recreation center with an aquatic facility component was desired over an outdoor aquatic center for replacement of Kuehn and Frank Olson pools.
- The community desires both recreation and fitness water.
- Shade is very important and should be incorporated into the design of future improvements.
- Swimming lessons is the most desired program currently offered.

Preliminary site plans were prepared based on the feedback for each site to help determine what could fit spatially, and to give the public an idea of what the improvements could look like on-site. A summary of the input received during the community engagement process may be found at <https://www.sioxfalls.org/business/rfq>, cite RFP 23-0014.

A description of each site is listed below:

Frank Olson Park

The Frank Olson Pool complex (Exhibit A) consists of an outdoor 10,000 square foot traditional box pool, a separate 1,600 square foot wading pool, a bathhouse, and a mechanical building/warming house. The pool opened in 1972 and is approximately 50 years old. The main body of water is the only outdoor 50-meter pool in the park system. These pools do not meet updated codes or industry standards (pool slopes, water filtration rates, ADA, sanitation standards, etc.), but have been grandfathered in over the years.

Frank Olson Park is a 31-acre park located just west of 18th Street and Sycamore Avenue in eastern Sioux Falls. It sits on two pieces of property bisected by 18th Street. The portion of the park north of 18th Street consists of the pool complex, an outdoor ice rink, playground, picnic shelter, 3-court tennis complex, two softball fields, and a 55-stall parking lot. This side of the park is relatively flat. The parking is utilized primarily by pool and ice rink users. The City has delayed maintenance on the amenities on this side of the park in recent years in anticipation of this project.

The south side of the park has some topography and consists of 9 softball fields, 2 batting cages, restroom, playground, and a picnic shelter. On-street parking is used for this side of the park, and routinely fills up 18th Street, 19th Street, and the surrounding neighborhood. Restroom updates have been delayed in anticipation of this project. A minor improvement project was completed on the fields in past years, but no major investments have been made recently.

A preliminary site plan was completed for this site during the community engagement process. The main feedback we heard for this site that influenced the site plan were:

- Combination of both fitness and recreational water.
- Indoor recreation center with aquatics was preferred over an outdoor pool.
- Add shade and tables.
- Provide swim lessons.
- Ensure new facility includes area for lap swimming.

Kuehn Park

The Kuehn Park Pool complex (Exhibit B) consists of an outdoor 8,000 square foot traditional box pool, a separate 1,600 square foot wading pool, a bathhouse, and mechanical building. The pool opened in 1981 and is approximately 42 years old. These pools do not meet updated codes (pool slopes, water filtration rates, ADA, sanitation standards, etc.), but have been grandfathered in over the years.

Kuehn Park is a 40-acre park located just northeast of the corner of 41st Street and Sertoma Avenue in western Sioux Falls. The southwestern portion of the park is adjacent to Roosevelt High School and consists of a playground, picnic shelter, sand volleyball court, skate park, and two baseball fields. The primary vehicular access to the park is Kuehn Park Road, a private park drive, and the parking for these amenities is along the roadway.

The northwest portion of the park is adjacent to the City-owned Kuehn Park Golf Course, a 9-hole executive course. This portion of the park includes the pool complex, an 8-court lighted tennis complex, and a 79-stall parking lot to service these amenities. There is a separate 42-stall parking lot to service the golf course. These lots are accessed off of Kuehn Park Road.

The north/eastern portions of the park are shared with Oscar Howe Elementary and the golf course. It consists of a walking loop, two baseball fields, a shared maintenance building, and a 73-stall parking lot to service the fields and walking loop. The City also partnered with the Sioux Falls School District to build an addition on the school for the Kuehn Community Center. The adjacent 47-stall parking lot is shared by park users and the school.

A preliminary site plan was completed for this site during the community engagement process. The main feedback we heard for this site that influenced the site plan were:

- Combination of both fitness and recreational water.
- Indoor recreation center with aquatics was preferred over an outdoor pool.
- Add shade and tables.
- Provide swim lessons.

McKenna Park

The McKenna Park wading pool (Exhibit C) consists of a 3,000 square foot wading pool and a bathroom/mechanical building/warming house. The pool opened in 1971 and is approximately 50 years old. The pool does not meet updated codes (pool slopes, water filtration rates, ADA, sanitation standards, etc.), but has been grandfathered in over the years.

McKenna Park is a 19-acre park located near the corner of 26th Street and 2nd Avenue in central Sioux Falls. It consists of the wading pool, outdoor ice rink, band shell, horseshoe pits, playground, formal garden, sunken garden, 1/2 basketball court, 8-court tennis complex, restroom, and a 26-stall parking lot.

A concept plan to guide future park improvements was completed in 2018. This plan was utilized during the community engagement process. The main feedback that influenced this site plan were:

- Enhance the wading pool experience with new amenities.
- Keep the wading pool.

- Better changing areas.
- Add shade and tables.
- Preserve the park's history.
- Keep the ice rink.

South Side Outdoor Aquatic Center

The City is exploring opportunities to partner with the Harrisburg School District for the future development of an outdoor aquatic center on the south side of Sioux Falls.

We anticipate development being between five and seven acres and will include an outdoor aquatic center with a combination of recreation and fitness water and associated support facilities.

Potential concept planning considerations:

- Outdoor Aquatic Center with support facilities.
- Complementary park elements; i.e., spray park, playgrounds, athletic fields, etc.
- Pedestrian and bicycle connections.
- Parking facilities.
- Potential colocation with future fire station.
- Other opportunities to maximize usage of the site.
- Phasing options to allow for development to coincide with the growth of adjacent neighborhoods.

Design Services

The City is seeking interdisciplinary team proposals for professional services, including but not limited to master plan development, cost estimating, design, and contract bid document preparation for Frank Olson Park, Kuehn Park, McKennan Park, and a South Side Aquatic Center. Potential services may include but are not limited to the following:

- a) Architectural services.
- b) Structural engineering services.
- c) Civil engineering services.
- d) Mechanical engineering services.
- e) Landscape architectural services.
- f) Electrical engineering services.
- g) Low-voltage systems services (e.g., IT, AV, security, and automation systems).
- h) Interior design (e.g., fixed finishes, furnishings, furniture, and equipment).
- i) Permitting services for site development and/or land use permits.
- j) Architectural cost consultant/estimating services throughout design.
- k) Site survey services.

- l) Building commissioning agent services.
- m) Furnishings procurement and acceptance.
- n) Environmental documentation.
- o) Business planning (programming options and operation of an indoor recreation center).
- p) Other design and engineering services as normally and reasonably required for a project of this size and scope.
- q) Architectural renderings and sponsorship opportunity marketing handout.

A. Phase 1—Master Plan Development

The Proposer's will build upon the *2022 Future of Aquatics—Community Engagement* process efforts to develop a master plan for each site. The master planning process will be a comprehensive look at the entire park and will include the ultimate build-out of the communities' vision for each site, as well as potential phasing plans based on available budget and potential private investments.

During the community engagement process, the community showed a preference for an indoor recreation center at the Frank Olson Park and Kuehn Park sites. Based on this, Phase 1 for these sites may explore options for replacement of the existing pool(s) with an indoor recreation center that includes aquatics, as well as options for replacement with an outdoor aquatic center. Options that propose an outdoor aquatic center must include opportunities for adding an indoor recreation center in a future phase of development. All options must include evaluation of community engagement feedback, preferred building locations, conceptual design alternatives, soil borings, environmental services, programming analysis, a financial study, and a traffic study. This includes, but is not limited to, evaluations of preferred sites, preparation of project alternatives to be presented for discussion at community engagement meetings, facilitation of the community meetings, development of conceptual design for the preferred alternative(s), site and building renderings, and general planning, engineering and architectural design services related to the project.

The South Side Aquatic Center location will include a master plan for the entire park space, location is yet to be determined. The primary experience for this location is a new outdoor aquatic center and support facilities, but the design team should explore other potential park elements to compliment the user experience. The proposed aquatic center should be designed to be a mix of recreation and fitness water per the community engagement recommendations.

The McKennan Park master planning process will be less comprehensive than the other three locations. Phase 1 for this site will not create a new vision for the entirety of the park but will focus primarily on replacement of the wading pool, outdoor ice skating rink, and associated support facilities. The Proposer is to follow the same planning requirements as stated above but is to only be tasked with master planning the area outlined in the attached map (Exhibit C).

The City envisions the following items to be included as part of Phase 1:

Task 1—Project Kick-off and Site Tours

The Proposer shall facilitate a kick-off meeting and/or site tours with the Project Manager and other City staff.

Task 2—Site Evaluation and Design Alternatives

The Proposer shall perform site evaluation analysis, preliminary design alternatives, and community engagement for each site.

- Site Evaluation Analysis: Perform site analysis and feasibility studies on each site. This effort shall include inventory and mapping of all existing improvements, environmental factors, offsite improvements, traffic impacts, zoning requirements, etc.
- Preliminary Design Alternatives: Proposer shall develop multiple design alternatives for each site integrating the proposed project improvements into the site for community engagement purposes; including the replacement of the existing pool(s) with an indoor recreation center that includes aquatics, as well as options for replacement with an outdoor aquatic center.
- Community Engagement: Proposer shall use the community engagement process results, program assessment, and priority rankings from the Parks and Recreation System Plan 2020–2024, and the programming analysis as a basis for a new community engagement process. Proposer shall engage the surrounding neighborhoods at each site.
- Two “Community Preferred Option” plans shall be identified for each site, before proceeding to Task 3.
 - Frank Olson Park— 2 options
 - Kuehn Park—2 options
 - McKennan Park—2 options with outdoor refrigerated ice
 - South Side Location—2 options with project phasing alternatives

Task 3—Master Plan, Schematic Design, and Financial Analysis

- Site Master Plan: Proposal shall prepare two (2) conceptual site master plans per site showing the proposed improvements integrated into the site. This shall include plans, elevations, sections, renderings, and other forms of graphic communication to fully convey the design intent and incorporating amenities as recommended by the community and staff. This effort shall highlight indoor and outdoor spaces, as well as include the building footprint, amenity space(s), parking layout, and utility and roadway improvements.
- Environmental Services: Proposer to review potential environmental impacts for the site and make recommendations for any services needed during future phases of design.

- Preliminary Financial Study: Proposer shall provide a preliminary financial study that includes an operational analysis, staffing plan, fee schedule, and cost recovery options based on expected expenses and potential revenues.
- Indoor Recreation Center Programming: The Proposer is to establish a framework of goals and objectives based on City expectations, complete a needs assessment using current demographics service provider gap analysis, and the Sioux Falls' market. Based off the needs assessment, a recommendation of core programming will be provided with key activities and programs for participants, operating structure and guidelines including priorities for use, operating philosophy, and the potential size of the core program and market positioning. The information created from this process shall be used by the architect to inform space allocation within the building and accurately size rooms and common space for successful activation of programs.
- Schematic Design: Civil/site layout, preliminary grading and drainage design, preliminary utilities layout, potential amenities, and environmental assessments. All design shall ensure code compliance, ADA accessibility, and energy efficiency.
- Estimates: Proposer shall prepare an opinion of probable cost for each conceptual site master plan on the selected sites, which includes all project costs, including design and soft costs, FFE, building, park improvements, utility infrastructure, construction administration, contingencies, and any other major costs identified by the Proposer. Estimates must provide an itemized cost for each aquatic facility and the associated park improvements and a phasing plan based on budget.
- Conceptual Design Options: Proposer along with City staff shall present the selected master plan(s) to the Parks and Recreation Board for approval. Proposer will also present the proposed master plan(s) to the City Council.
- Graphics Package: Proposer shall prepare a graphics package to be utilized in fundraising efforts for both philanthropic donors and corporate sponsors. Potential deliverables for the graphics package may include:
 - Graphic master plan (plan views) of the entire park.
 - Graphic illustrations and perspective renderings that illustrate the scope of improvements and highlight potential donor/naming opportunities.
 - Eye level views
 - Elevation views
 - Birds eye illustrations
 - Digital models and/or fly through animations.
 - Virtual reality viewing or other interactive visualization tools.

Task 4—Traffic Study

The Proposer shall evaluate the impact of the proposed improvements on local traffic patterns. The study should include pedestrian and bike access to the facilities and include necessary improvements to ensure adequate traffic flow.

B. Phase 2—Final Design

After the adoption of the Master Plan for the Project, the City will determine the best method for the delivery of the project. The Proposer may be requested to proceed to Phase 2 via an amendment to the contract or the execution of a new design contract. Phase 2 may encompass design development, construction documents, business and operational plans, and bidding services.

The City may also consider a CMAR delivery method. If this method is chosen, the Proposer may be requested to perform Phase 2 design services in partnership with a construction manager selected by the City.

Task 1—Design Development (DD)

- Participate in the project kickoff meeting with the City Project Manager and the City staff project team to review and discuss project background, reference materials, pre-design investigations, conceptual design materials delivered to date, project goals and assumptions, and budget.
- Conduct and support any additional pre-design investigations needed, including the documentation of existing conditions, for example record drawings for adjacent building(s), utility investigations, or analysis of additional geotechnical site investigation data package.
- Prepare Basis of Design Document. Basis of Design Document to include building and/or other systems descriptions and code analysis.
- Develop design level drawings and outline specifications based on the approved master plan design, budget, City standards and regulatory requirements, and policy directives listed above.
- Make recommendations to City staff and operations for selection and approval of equipment and relevant systems.
- Prepare design update presentation materials and participate in meetings with and present design to key stakeholders: City staff project team, core community stakeholders, and representatives from agencies involved.
- If it is decided to move forward with development of an indoor recreation center or outdoor pool facility, the Proposer will:
 - Establish operational standards and costs for the facility based on full operations. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements and customer service requirements based on established, and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the facility. This task will require a workshop with key management and staff.

- Investigate existing partnerships and potential new contributing partnerships for the facility to gain an understanding of the impact of program specific partnering; ultimately determining if the shared risk associated with partnering eases the fiscal burden of service delivery while continuing to provide a benefit to the Sioux Falls community. This will include identification of potential partners by specific activity, funding parameters, and agreement guidelines to support formal agreements.
- Create a detailed Financial Plan/Pro-Forma, based on the program, operations, and conceptual plan for the facility. The Proposer will develop a detailed financial plan illustrating pricing strategy for each of the programs and services. The detailed financial plan must include a space utilization summary based on detailed line-item projections and detailed participation by program area.
- Provide detailed cost estimate at design development submittal.

Task 2— Construction Documents (30 percent, 60 percent, 90 percent, and 100 percent construction documents)

- Incorporate comments received on the design development phase from City staff and other key stakeholders.
- Develop 30 percent, 60 percent, 90 percent, and 100 percent CD drawings and specifications based on the approved design, budget, City Standard Plans, applicable master plans, and regulatory requirements.
- Present design and participate in 30 percent and 60 percent reviews with City staff Project Team.
- City plans to submit for applicable permits at the 90 percent and 100 percent construction document stage.

Task 3—Bidding Services

Answer questions, review substitution requests, review any pre-bid approvals needed and clarification of construction documents during advertising including preparation of any addenda.

2.02 Budget

Total project cost shall be determined upon the completion of design development. The City anticipates selling bonds to fund construction of projects after the design development phase is complete.

2.03 Team Composition and Joint Ventures

Proposers should have a strong understanding of the unique characteristics of Sioux Falls and expertise with national and regional design trends involving parks, pools, and recreational facilities. Proposers shall embody a high-quality and creative design philosophy, an interdisciplinary approach, and the pragmatism necessary for implementation.

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

2.04 License for Architectural Works

The original architectural works created pursuant to this agreement may include architectural plans, technical drawings, studies, models, and documents containing overall form, design, design elements, arrangement and composition of spaces, and models, and other documents prepared or assembled by contractor ("Works"). Contractor hereby grants the City a license to use, reproduce, or create derivative works based on the Works; and the right to sublicense to contractors and other architects under contract with the City the Works. Contractor waives all causes of action either in law or in equity for past, present, or future infringement based on the use of the Works for City purposes.

2.05 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

For purposes of this section, "Instruments of Service" are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Proposer and the Proposer's consultants. Instruments of Service may include, without limitation, plans, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

All Instruments of Service prepared by the awarded Proposer and the Proposer's consultants in connection with the Project constitute documents prepared for hire and will become the property of the City without further consideration, including the transfer of all rights, title, copyrights, trademarks, licenses, intellectual property rights, and all other tangible and intangible property interests. In the event such design documents, or any portion thereof, is not deemed to be made on a "work for hire" basis, the awarded Proposer irrevocably agrees to transfer and assign and hereby transfers and assigns all right, title, and interest, including copyright and intellectual property rights, in said design documents to the City. The awarded Proposer agrees to execute such additional documents as may hereafter be reasonably requested by City to further evidence such ownership by and/or assignment to the City and agrees to include provisions in all its contracts with Consultants that are consistent with and implement the requirements of this section. As a clarification to the ownership and assignment rights set forth above, the City acknowledges that the plans, specifications, and other design documents prepared by the awarded Proposer will contain innumerable design details and typical specifications which, collectively, form part of the design for the Project but which, separately, are not Project specific, are primarily related to function as compared to design form, are repetitive in nature, and/or were not specifically developed for or identifiable with the Project ("Standard Details/Specifications"). The City acknowledges and agrees that the Standard Details/Specifications shall remain the Property of the awarded Proposer and

may be used by the awardee Proposer on other projects in other contexts or for other clients, so long as they are not collectively used in a manner that replicates the overall design concepts of the Project.

2.06 Contract Award

It is the City's intent to enter into a contract with the Proposer(s) who best demonstrates the ability to create the vision established during the "Future of Aquatics" community engagement process. This is including Phase 1 and potentially Phase II as outlined above. After review of the proposals, if the City decides to not enter into contract, the City will notify all Proposers.

2.07 Evaluation and Award

Proposals will be evaluated by a panel of committee members representing the City and community leaders. It is the intent of the City to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, design services, and price based solely on the evaluation factors set forth in this RFP. The award (s) will be limited to the number of Proposers that is necessary to meet the needs of the City. Factors to be considered in determining the number of contracts to be awarded may include the following:

- Total evaluation scores.
- The attributes and capabilities of the Proposer and their services. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume the City's knowledge about a specific vendor or service.

Section 3—Proposal Format and Content

3.01 Submittal Requirements

The City discourages overly lengthy and costly proposals; however, in order to provide each Proposer with an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of your proposal must contain the following elements organized into separate chapters and sections.

The submittal must contain the following information:

- Cover letter expressing why you would like to participate in the project.
- Candidate description and distinguishing characteristics of the design team.
- Design approach and understanding of the project.
- Experience.

Prepare and submit text, images, graphics, tables, and schedules to demonstrate you are qualified. Materials must fit on no more than 24, 8.5-inch x 11-inch, pages. Alternative submittal formats will be accepted provided they don't exceed the space allocation of 24, 8.5-inch x 11-inch, sheets of paper. The front and back of each page will be considered one page.

Each submittal should indicate the entity responsible for execution on behalf of the proposal.

Proposal Section	Maximum Page Limit
Cover Letter	1
Project Understanding and Approach	As necessary
Team Members	4
Project Qualifications, Experience, and References	As necessary
Scope of Services through Preliminary Design	As necessary
Work Breakdown and Schedule	As necessary

It is strongly encouraged to adhere to brevity and concise articulation with regard to project understanding, qualifications, experience, scope, and schedule portions of the RFP submittal.

3.02 Cover Letter

Provide name and address of the Proposer and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. **Indicate which locations you would like for your proposal to be considered** - Frank Olson Park, Kuehn Park, McKennan Park, and the South Side Aquatic Center.

The cover letter **must be signed** by a duly authorized official of the Proposer. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer offer must be good for 180 days.

3.03 Project Understanding and Approach

- 1) Prepare a document outlining key components for your approach to the project.
- 2) Identify and outline key components to your approach for each unique park location for which you wish to be considered:
 - a. Frank Olson Park.
 - b. Kuehn Park.

- c. McKennan Park.
 - d. South Side Aquatic Center.
- 3) Describe how your team's understanding and experience with these components will be used to complete the initial scope of work and any additional tasks necessary to support the completion of the initial scope of work.
- 4) Explain why your understanding of the project is important to the City throughout the entire project.
 - a. Include an approach for the initial scope of work for each location as well as any supportive tasks and presumptive subsequent tasks.
- 5) Identify scope of service items that if not properly approached will lead to poor results and what the project team will do to mitigate these risks.

3.04 Team Members

Provide a chart outlining key team members and the applicable roles/tasks they will complete. Include staff that will provide the majority of the labor effort. Provide an overview of the key team members' qualifications with their relevant experience.

Address contingency plans should one of the key team members be unavailable during the project. Preference will be given to teams with team members that have been directly involved in recent projects of similar size and nature. Include team members that will be actively involved in design, bidding, and construction administration.

Subconsultants including, but not limited to, geotechnical, subsurface utility explorations, materials testing, and special inspection services that are recommended to complete the initial scope of work as well as any supportive tasks and presumptive subsequent tasks be hired by the Proposer and listed as a part of the project team.

3.05 Project Qualifications, Experience, and References

Proposer is required to have skills and experience in performing or managing the aspects of work described in this Request for Proposals. Provide résumés or a listing of information for each person in your team participating in this project. State the educational background of each individual, years of experience, length of employment with your firm, and applicable experience.

3.06 References

Proposer shall provide a list with contact information of agencies that have requested your services. A minimum of three references shall be provided.

3.07 Experiences

Each Proposer shall supply recent examples of similar projects that the Proposer was involved with.

3.08 Scope of Services Through Design

The following is offered to describe the general extent of services to be provided by the Proposer. This is not all-inclusive and the Proposer shall include in the proposal any tasks and services deemed necessary to satisfactorily complete the scope of work requested.

The City will rely on the Proposer to develop a final scope of services identifying necessary tasks, meetings, and deliverables. Additional detail outlining anticipated effort and deliverables for the associated task is to be provided as necessary.

3.09 Design Fee

The Proposer shall provide a design fee for each location. The fee shall include an itemized estimation of hours by discipline and a total, not to exceed, lump sum design fee for Phase 1.

If the project proceeds to Phase II, fees will be negotiated based on the scope identified during Phase I.

Section 4—Review of Proposals and Selection Criteria

4.01 Selection Criteria

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

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified Proposer to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

Proposers will be evaluated and scored for each proposed location—Frank Olson Park, Kuehn Park, McKennan Park, and the South Side Aquatic Center.

Proposal Selection for Each Location	Potential Score
Project Understanding and Approach	30
Project Qualifications, Experience, and References	30
Ability to Complete Scope of Services Through Phase I & II	20
Team Capacity and Project Schedule	10
Phase I Design Fee	10

Upon review of the proposals, the City may score the proposals and may shortlist and interview the highest-ranking Proposers. Upon completion of the interviews, the City will then score or re-score the remaining proposals and the highest-ranking Proposer(s) may be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City may move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer as part of this process if an agreement cannot be reached or for any other reason.

4.02 Special Conditions

Excluding proprietary information, the successful Proposer'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," that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract. The proposals of the submitting Proposers not awarded a contract are nonpublic records and will remain confidential.

Section 5—Standard Proposal Information

5.01 Authorized Signature

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

5.02 City Not Responsible for Preparation Costs

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

5.03 Conflict of Interest

Proposers must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer'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 Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your Proposer from this procurement.

5.06 Indemnification

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

5.07 Insurance Requirements

The Proposer shall secure the insurance specified below. All insurance secured by the Proposer under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall 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 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 occurrence basis coverage for the claims that arise from the errors of the Proposer or its consultants, omissions of Proposer or its consultants, failure to render a service by the Proposer or its consultants, or the negligent rendering of the service by the Proposer or its consultants 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 Proposer or its consultant's interest and assumes no responsibility therefor.

The City of Sioux Falls utilizes myCOI to track and verify Proposer's insurance coverage, if required, so the Proposer does not have to spend time requesting, collecting or delivering a Certificate of Insurance (COI) to the City. Upon the City's receipt of this executed contract and approval as a Contractor, the Proposer will receive an email from registration@myCOLtracking.com. The Proposer must follow the instructions contained in the email and complete the online registration if not previously completed. Upon completion of registration, myCOI will request proof of insurance agent(s). In addition to other terms and conditions contained herein, Proposer shall not commence work and no payments shall be made to Proposer, unless Proposer is registered with myCOI and a compliant COI has been received.

All insurance provided by the Proposer shall name the City and its duly authorized representatives as an additional insured. The Proposer will deliver to the 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 the City but shall never be later than one business day prior to the expiration of the policy. Upon request, the Proposer will provide to the City a complete copy of all insurance policies required under the Agreement. This section shall survive the termination of this Agreement.

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

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

5.08 General Conditions

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

The City reserves the right to:

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

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.

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

Federal Tax ID Number: Each bidder shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.

Right to Protest: Any bidder who is aggrieved in connection with the award of a contract may contact the Purchasing Manager to discuss the basis for an award. Venue and jurisdiction for any appeals from the award decision are in the South Dakota Circuit Court in Minnehaha County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with South Dakota law.

Civil Rights Requirements: The successful bidder shall be subject to the provisions of Chapter 98 of the Code of Ordinances of Sioux Falls, SD. It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

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

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

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

This section shall be binding on all subcontractors or suppliers.

Exhibit A
Frank Olson Park Map



Exhibit B
Kuehn Park Map



Exhibit C
McKenna Park Map



Exhibit D
Estimated Timeline Per Project

Phase	Months
I—Master Plan	5
II—Outdoor Design	9-12
II—Indoor Design	12-15
II—Bidding and Contract window	2-3
II—Indoor Construction	15-18
II—Outdoor Construction	12-15
Total	28–41