

***Request for Proposals  
for***

***Digital Signs***

***July 15, 2022***

***City of Sioux Falls, SD***

***Proposal Request No. 22-0131***

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PUBLISH: July 15 and 22, 2022

REQUEST NO. 22-0131

## REQUEST FOR PROPOSALS

The City of Sioux Falls, SD, Requests Proposals for Digital Signs.

Competitive Sealed Proposals shall be received at the Customer Service Counter, Ground Floor City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., August 4, 2022. The request for proposals will be opened but not read at 3 p.m.

The Request for Proposal is available from Purchasing at the above address or online at [www.sioxfalls.org/business](http://www.sioxfalls.org/business). Cite Request for Proposal No. 22-0131.

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

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

# **Request for Proposals Digital Signs for Sioux Falls Fire Rescue**

## **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 for the manufacture and installation of three (3) digital signs to be located to Sioux Falls Fire Rescue (SFFR) locations.

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

Kara Scherbring, Purchasing Analyst, Finance Department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Phone: 605-367-8832

Email: [kscherbring@siouxfalls.org](mailto:kscherbring@siouxfalls.org)

### **1.03 RFP Schedule of Events**

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

The approximate RFP schedule is as follows:

- RFP Issued: July 15, 2022.
- Deadline for Questions: July 28, 2022.
- Proposals due: August 4, 2022.
- Review of Proposals: August 8–11, 2022.
- RFP Award: August 16, 2022.
- Execute Contract/Issue Purchase Order: approximately August 17, 2022.

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

Firms must submit one (1) original hard copy (marked "Original") and one (1) thumb drive of the proposal and cost proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office  
Attention: Kara Scherbring  
Request for Proposals for Digital Signs  
RFP No. 22-0131  
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, August 4, 2022**. 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 Questions and Addenda**

Questions regarding this RFP shall be submitted in writing to Kara Scherbring at [kscherbring@siouxfalls.org](mailto:kscherbring@siouxfalls.org). Answers to questions will be posted to the City's website. The deadline for questions is 2 p.m. Central Standard Time, **Thursday, July 28, 2022**.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., **Monday, August 1, 2022**.

Proposers are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting Proposer.

## **Section 2—Scope of Work**

### **2.01 Introduction**

The City is requesting proposals for digital signs to be located at three (3) SFFR locations:

- Fire Station No. 3, 2820 South Minnesota Avenue—sign to be located in the southeast corner along Minnesota Avenue in the same location as exiting sign.
- Fire Station No. 5, 2010 East Nye Street—sign to be located on the north side of the station along East Tenth Street.
- Fire Station No. 6, 5200 West 41st Street—sign to be located on the corner of the lot for visibility to both 41 Street and Marion Road traffic.

### **2.02 Background**

The selected proposal will fabricate and install double-sided monument signs with Daktronics message centers as specified within this RFP document. Installation will include electrical from the sign to the City provided electrical source. The awarded proposer will be required to obtain all necessary permits required to complete the installation.

The City desires to have the project completed within 120 days of the award date. Proposers shall note their proposed project timeline with their submitted proposal.

### **2.03 Requested Display**

The Proposer shall provide a Daktronics message center with 15.85mm resolution for all locations. The size of the display will vary per location.

- Fire Station No. 3—2 feet 7 inch x 9 feet 5 inch message center, to fit in existing pedestal reusing existing foundation and steel. Proposer should include repainting the pole in their proposal.
- Fire Station No. 5—2 feet 7 inch x 8 feet 1 inch message center in a double--sided monument style base.
- Fire Station No. 6—2 feet 7 inch x 9 feet 5 inch message center in a free-standing sign with new steel and foundation.

### **2.04 Display Design**

The design to be used on the sign will be provided by the City in Exhibit A of this RFP.

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

### **3.01 Submittal Requirements**

Proposals shall include, at a minimum, the following information presented in a clear and concise format in order to demonstrate the Proposer's competency and professional qualifications for the satisfactory performant of the services:

1. A detailed quote providing the price per sign per location.
2. Any applicable excise tax as required by the South Dakota Department of Revenue. Any questions regarding tax should be directed to the South Dakota Department of Revenue.
3. Pricing should be based upon Sourcewell cooperative contract number 050819-DAK. Additional information on the Sourcewell cooperative contract can be found on their website: [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov).
4. Design drawings for each sign.

## **Section 4—Review of Proposals and Selection Criteria and Award**

### **4.01 Selection Criteria**

Upon receipt of the proposals, the City shall review and evaluate the proposals for responsiveness to the RFP in order to determine whether proposers possess the qualifications necessary to provide the goods and services. The City may request clarifications of proposals directly from the proposers. The City reserves the right to waive any minor irregularities, informalities, or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The City may interview qualified proposers and conduct a walk-through of the proposer's body shop and other facilities. The City may negotiate directly with qualified proposers and may request a best and final offer from one or more proposers. In reviewing the proposals, and negotiating with qualified proposers, the City will consider use of the following evaluation criteria to score all proposals:

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

- Responsiveness to the RFP—**10 points**
- Experience and demonstrated ability to perform the work—**25 points**
- Design of overall sign and base—**25 points**
- Proposed Lead Time to complete the project—**10 points**
- Pricing—**30 points**

The contract will be awarded to the Firm or Proposer submitting the best responsible proposal complying with the RFP if the proposal is reasonable and in the best interest of the City. The selected Proposer will be notified at the earliest practical date. The decision regarding acceptability of any Proposer's qualifications/proposal shall remain entirely with the City at the City's sole discretion. The City reserves its right to award the contract to a Proposer other than the low bidder. The City reserves the right to reject all proposals and to waive any irregularity, as well as to award all, or any portion of this RFP. If the City decides to award, a contract will be presented to the highest ranked Proposer for signature and upon approval of the City Council and signature from the Mayor, the contract will become binding.

All proposals must be firm for ninety (90) days.

### **Required Insurance**

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 by separate endorsement name the City and its representative 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, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
4. 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 Proposer'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,

Proposer 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.

The Proposer will provide the City with at least thirty (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 are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefor.

#### **4.02 Special Conditions**

Excluding proprietary information, the successful proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract. However, the proposals of the submitting Firms not awarded the contract are nonpublic records and will remain confidential.

### **Section 5—Standard Proposal Information**

#### **5.01 Authorized Signature**

An individual authorized to bind the Firm to the provisions of the RFP must sign 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**

Firms must disclose any instances where the Firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Firm's proposal. The City's determination regarding any questions of conflict of interest is final.

## **5.04 Proposer's Certification**

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

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any 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 Firm 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 Firm's performance of the Agreement or any other agreements of the Firm, entered into by reason thereof. The Firm 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 Firm, 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 Firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

## **5.07 Special 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.

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.
- k) Make RFP as part of contract.

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.



**SIoux FALLS FIRE RESCUE**

**#WeAreSFFR**

FOR EMERGENCIES DIAL 911



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