**Bid Request No. XX-XXXX**

**in the**

**City of Sioux Falls, South Dakota**

**Bid Request No.**

**Prepared by:**

PUBLISH:

BID REQUEST NO. XX-XXXX

NOTICE TO BIDDERS

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

To participate, you must be registered as a vendor in Bonfire. Register at siouxfalls.bonfirehub.com by selecting “New Vendor Registration” under the login tab. After you have registered, navigate to the Open Public Opportunities tab to view this invitation for bid. Bids will be electronically submitted through Bonfire and will be received by Bonfire **not later than** **2 p.m., xxx** Bids will be publicly opened and 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/business-permits/bids-procurement/purchasing-bid-opening.](http://www.siouxfalls.gov/business-permits/bids-procurement/purchasing-bid-opening.)

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

It is the bidder’s responsibility to check the Bonfire website for any changes or updates to the Invitation to Bid, which will be in the form of an addendum posted to the Bonfire website.

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

Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal laws, regulations, executive orders, Federal policies, procedures, and directives including, but not limited to 2 CFR §§200.318-200.327.

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

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

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

Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The requirements for bidders and contractors under this regulation which concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women’s Business Enterprises (WBE) are explained in the specifications. The DBE/MBE and WBE goals for participation in this contract in terms of percentage of contract value are as follows: MBE **1.0** percent; WBE **4.0** percent.

Only firms certified at the time of the letting and included on the DBE Directory at dot.sd.gov, will count toward DBE participation.

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

All bidders must be registered in the System for Award Management (SAM.gov), provide their Unique Entity Id (UEI), and have an active status.

Bidders must also certify that they are in compliance with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which the Bidder understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) Bidders must also comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress.

Please be advised that waivers or exemptions from the Build America, Buy America Act provision that cite International Trade Agreements **DO NOT** comply with the Build America, Buy America Act as it applies to the SRF programs. Claims from suppliers that the Build America, Buy America Act provision do not apply to certain products based on the International Trade Agreement exemptions of the Build America, Buy America Act (Public Law No. 117-58) will not be accepted.

The low responsive bidder must assure compliance with the requirements of Public Law 115-232, Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) **WILL NOT** be supplied for the project.

Your special attention is invited to the attached **Bidders Activity Report (BAR), Forms A and B, and Debar-2 form. The BAR form must be completed and submitted with your bid proposal, along with either Form A or Form B, and Debar-2 form. Failure to submit the Form BAR, appropriate form A or B, and Debar-2 form will cause the bid to be rejected.** Completion of the Bidders Activity Report is necessary in order to fulfill the requirements of obtaining a complete list of contractors contacted with regard to this project, in accordance with 49 CFR 26.11c. Statistical information used from the Bidders Activity Report will be used in the calculation of the next year’s DBE goals. By completing Form A, you are advising the City how the contract goal will be met. In the event you believe you will be unable to meet the goals, the attached Form B must be completed and submitted with the Bid Proposal. Please be advised that good-faith efforts will be subjected to close scrutiny and if the good-faith effort submission is unacceptable, your bid will be rejected.

Information regarding a project sign for Bipartisan Infrastructure Law (BIL) for the State Revolving Fund Programs for BIL funded projects must be included. Information for BIL project sign requirements may be found at <https://danr.sd.gov/Funding/docs/BIL%20Guidelines.pdf>.

A Prebid Conference will be held on XX at XX.

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

**Bid Request No.** XX-XXXX

Construction Instructions to Bidders

1. **Use of Standard Specifications:** The City of Sioux Falls current editions of the *General Conditions for Public Improvements* and the *Supplemental Standard Specifications* are hereby made a part of this contract in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at https://[www.siouxfalls.gov/business-permits/development-projects/construction](http://www.siouxfalls.gov/business-permits/development-projects/construction)­ management-and-design/specs-policies-manuals.

Division II-Construction Details and Division III-Materials Details of the current edition of the South Dakota Department of Transportation *Standard Specifications for Roads and Bridges* and the current version of the South Dakota Department of Transportation *Supplemental Specifications* and Errata related to Division II and Division Ill are hereby made a part of this contract in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at https://dot.sd.gov/.

1. **Bidding Requirements and Conditions:** Bids shall be prepared and submitted in accordance with Section 2 of the current version of the City of Sioux Falls General Conditions for Public Improvements and in accordance with the provisions listed in these Instructions to Bidders.
2. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
3. **Bid Security:** Each bid of $100,000 or greater must be accompanied by a bid bond in the amount of 10 percent of the amount of the bid, or in lieu thereof a certified check, cashier's check, or bank draft in the amount of 5 percent of the amount of the bid. An image of the certified check, cashier's check, or bank draft must be uploaded to Bonfire and physically delivered to Customer Service Counter, Ground Floor, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402 prior to the time of bid submission deadline. Bid bonds must be uploaded to Bonfire electronically. All bid guaranties shall be made payable to the City of Sioux Falls. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a state or national bank. **Bid guaranties other than those mentioned will not be accepted by the City of Sioux Falls.** Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid security of the successful bidder shall be retained until the contract is executed and a performance security (if applicable) has been submitted.
4. **Addenda:** Bonfire will notify bidders when an addendum is issued. It is the bidder's responsibility to check the Bonfire website for any changes or updates to the Invitation to Bid, which will be in the form of an addendum posted to the Bonfire website siouxfalls.bonfirehub.com. When an addendum is issued after a bid was submitted, the bidder must withdraw their submission, acknowledge the addendum(s), and resubmit their bid. All addendum(s) must be acknowledged for a bid to be considered valid.
5. **Delivery of Proposals:** To participate, you must be registered as a vendor in Bonfire. Register at siouxfalls.bonfirehub.com by selecting "New Vendor Registration" under the login tab. After you have registered, navigate to the Open Public Opportunities tab to view this invitation for bid. Bids will be electronically submitted through Bonfire and will be received by Bonfire **not later than 2 p.m., Central time,** on the date set in the published Notice to Bidders. Proposal forms must be signed by bidder and uploaded to Bonfire to be considered. Bids will be publicly opened and 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/business](http://www.siouxfalls.gov/business)­ permits/bids-procurement/purchasing-bid-opening.
6. **Award and Execution of Contract:** Bids shall be evaluated and awarded in accordance with Section 3 of the current version of the City of Sioux Falls General Conditions for Public Improvements and in accordance with the provisions listed in these Instructions to Bidders.
7. **Local Preference:** By virtue of statutory authority, preference will be given materials, products, and supplies found or produced within the state of South Dakota. Bidders resident in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference, except that bid awards where federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.
8. **Performance and Payment Bond:** Performance and payment bonds are required for all construction contracts totaling $50,000 or more.
9. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the City Engineer to discuss the basis for a bid award. Venue and jurisdiction for any appeals 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.
10. **Questions:** Questions pertaining to this bid request shall be directed to:

XXXXXX

XXXXXX

XXXXXX

If the City deems it of general interest, the answer shall be issued in an addendum posted to the Bonfire website siouxfalls.bonfirehub.com.

1. **Insurance:** The Contractor entering into any contract for services shall secure the insurance specified below and shall cause all its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the City. The insurance specified in this policy directive may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of any agreement. Exceptions to this policy must be approved by the City Attorney's Office and Risk Management.
   1. Workers' compensation. The policy shall provide the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability coverage of not less than $1,000,000 each accident, $1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
   2. Commercial general liability. The policy shall provide occurrence form contractual, personal injury, bodily injury, and property damage liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy by endorsement shall name the City and its representatives (elected and appointed officials, agents, officers, City Council members, and employees) as additional insured. Blanket endorsements are acceptable if they define, list, or name "additional insureds" as including any person or organization for whom the Bidder is performing operations under a written contract. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this contract.
   3. Automobile. The policy shall cover all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile 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. The Contractor's insurance companies must agree to provide by endorsement the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverages. The Contractor agrees to hold the City harmless from any liability, including additional premiums due because of the Contractor's failure to maintain the coverage limits required.
   5. The City's acceptance of a certificate of insurance does not mean that the City assumes responsibility for its validity. Nor does it mean that the City represents that the coverage and limits required are adequate to protect the Contractor.
   6. The commercial general liability, automobile liability, umbrella, employer's liability and workers compensation policies must be endorsed to provide a waiver of subrogation endorsement in favor of the City and its elected and appointed officials, agents, officers, City Council members, employees and consultants.
2. **Brand Name or Equal:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

Requests for review of "or equal" articles or materials should be submitted to the City in writing a minimum of seven calendar days prior to the bid opening for evaluation. The evaluation of bids and determination as to equality of the products shall be the responsibility of the City and will be based on information furnished by the bidder or identified in their bid, as well as other information reasonably available to the City.

If deemed equal, written notification and/or an addendum will be issued prior to bid opening and will be public. Any request for review made less than seven calendar days prior to the bid opening may not leave sufficient time for evaluation, and in such case bidders should assume, for purposes of making their bids, that the proposed article or material will not be allowed. In addition, bidders should not assume other articles or materials will be allowed or substituted by change order following the bid award.

1. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offeror who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer, is subject to having their bid or offer disallowed by the City. Any contract entered into in violation of SDCL 5-18A, 5-18B, and 5-18C is null and void.
2. **SRF Requirements:** The City of Sioux Falls has adopted a Disadvantaged Business Enterprise Plan. This Plan expresses the commitment of the City of Sioux Falls that disadvantaged business enterprises have the maximum opportunity to compete for and perform federally assisted contracts and subcontracts.

Bidders on this work will be required to comply with the President's Executive Order

Nos. 11246 as amended, 11518 and 11625 as amended. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138. The requirements for bidders and contractors under this regulation which concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and

Women's Business Enterprises (WBE) are explained in the specifications. The DBE/MBE and WBE goals for participation in this contract in terms of percentage of contract value are as follows: MBE **1.0** percent; WBE **4.0** percent.

Only firms certified at the time of the letting and included on the DBE Directory at dot.sci.gov, will count toward DBE participation.

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

The bidder must certify to compliance with the Build America, Buy America Act (Public Law No. 117-58). This certification form may be found on

page BABAA-27 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.

Please be advised that waivers or exemptions from the Build America, Buy America Act provision that cite International Trade Agreements **DO NOT** comply with the Build America, Buy America Act as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provision do not apply to certain products based on the International Trade Agreement exemptions of the Build America, Buy America Act (Public Law No. 117-58). will not be accepted.

The low responsive bidder must assure compliance with the requirements of Public Law 115-232, Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or

affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) **WILL NOT** be supplied for the project.

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1. **BABAA:** The Contractor acknowledges to and for the benefit of the City of Sioux Falls and the South Dakota Department of Agricultural and Natural Resources (the "State") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the City of Sioux Falls and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.
2. **Payments:** All pay requests for this project will be processed **ONCE** monthly. There will be **NO EXCEPTIONS.** Please refer to the **Pay Request Schedule** for exact processing and payment dates.
3. **Certification Relating to Prohibited Entry:** For contractors, vendors, suppliers, or subcontractors who enter into a contract with the City by submitting a response to this solicitation or agreeing to contract with the City, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its bid or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A-1 (19A). It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the City if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**PROPOSAL FORM**

PROJECT:       BID REQUEST NO.

C.I.P. NO.       DATE:

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

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| **Item No.** | **Item Description** | **Unit** | **Estimated Quantity** |
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**add or delete lines from table as needed**

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

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

The bid includes all local, state, and federal taxes that would affect the amount of the bid. The bidder agrees to only submit unit prices with no more than two decimal places. (i.e. example being $100.21)

The bidder will commence work under this contract and fully complete the project **within** **working days (OR) by** . Bidder further agrees to pay as liquidated damages the amount specified in the City of Sioux Falls’ current edition of the *General Conditions for Public Improvements,* Section 8.10, for each working day thereafter that the work remains uncompleted.

The undersigned acknowledges receipt of all addenda to the plans and/or specifications posted in Bonfire.

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

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

The bidder must sign this proposal form and upload the document to Bonfire to be considered a complete bid proposal.

Respectfully submitted,

By

Federal Tax I.D. No.

(DO NOT OMIT)

Fuel Tax License No.

(Contracts including highway or street work only)

Highway Contractor’s License No.

(Contracts including highway or street work only)

Excise Tax No.

Sales Tax No.

OFFICIAL ADDRESS AND PHONE NUMBER:

Address

City, State, Zip

Phone Number

FAX

Email Contact