**In The**

**City of Sioux Falls, South Dakota**

**Bid Request No.**

**Prepared By:**

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| **Publish:** | **Bid Request No.** |

**Notice to Bidders**

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

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**,      . 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 <https://www.siouxfalls.gov/business-permits/bids-procurement/purchasing-bid-opening.>

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.

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

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.

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

**Bid Request No.**

**Construction Instructions to Bidders**

**For AIA Document A201-2017**

**Bidding Requirements and Conditions**

**Contents of Bid Proposal Form:** The Bid Proposal Form will state the location and description of the contemplated construction, show the type of work to be performed or Materials to be furnished, may have alternates to bid, and may have a schedule of items for which unit bid prices are invited. The Bid Proposal Form will state the time in which the Work must be completed, the amount of the Bid Security (i.e. bond or other security) for the Bid Proposal, and the date, time, and place of the opening of the Bid Proposals. The Bid Proposal Form will also include any special conditions, special provisions or other Project specific information as applicable.

Plans, specifications, and other documents designated in the Bid Proposal Form will be considered a part of the Bid Proposal Form whether attached or not.

**Completing the Bid Proposal Form:** The Bidder shall submit the proposal using the forms on the City’s eProcurement site (<https://siouxfalls.bonfirehub.com>).

When an item on the Bid Proposal Form contains a choice to be made by the Bidder, the Bidder shall indicate the choice in accordance with the specifications for that particular item, and no further choice will be permitted.

The proposal form must be downloaded from the City’s eProcurement site, signed with ink by the individual, by one or more partners of a partnership, by one or more managers, members, or officers of a limited liability company, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or an agent of the Bidder, legally qualified to do so, and successfully uploaded to the City’s eProcurement site. If the proposal is made by an individual, the individual’s name and post office address must be shown; by a partnership, the name of the partnership and post office address of the partnership and title of the partners with authority to bind legally the partnership; each partnership member must be shown; by a limited liability company, the name and post office address of the limited liability company, and the title of each manager, officer, and member with authority to bind legally the limited liability company; as a joint venture, the name and post office address of the joint venture and the title of each member or officer of the firms represented by the joint venture who have authority to legally bind the joint venture must be shown; by a corporation, the name of the corporation and the post office and business address of the corporation and the titles of the corporate officers who have authority to bind legally the corporation officials must be shown.

**Use of Standard Specifications:** AIA Document A201-2017 of the American Institute of Architects (“*AIA-A201*”) is hereby made a part of these specifications in its entirety unless otherwise revised, deleted, or supplemented herein.

The City’s current edition of the Supplemental Standard Specifications are hereby made a part of these specifications 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-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 III are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at [www.sddot.com](http://www.sddot.com/).

**Examination of Contract Documents, Drawings, and Site of Work:** The Bidder shall examine the Project site, and Contract Documents for the Work contemplated. The submission of a Bid Proposal will be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality, and quantities of work to be performed, and Materials to be furnished according to all Contract Documents. Failure to visit the site shall in no way relieve the successful Bidder from the necessity of providing any Materials or performing any work that may be required to complete work in accordance with the Contract Documents without additional cost to the Owner.

The City will not be bound by any statement or representation concerning conditions made by any of its employees or agents prior to the execution of the contract, unless included in the Contract Documents.

Boring logs and other records of subsurface investigations, if performed, are available for inspection by the Bidders. Notwithstanding AIA-A201 § 2.3.4, it is understood that boring logs, surveys, utility locations, and any other subsurface descriptions or measurements were obtained and are intended for design and estimating purposes. Its accuracy is not guaranteed. It is made available to Bidders so they may have access to identical subsurface information available to the City. It is not intended as a substitute for personal investigation, interpretations, or judgment of the Bidders.

**Clarification of Bid Documents:**  Any explanation desired by a Bidder regarding the meaning or interpretation of the bidding documents must be requested in adequate time to allow a reply to reach all Bidders before submission of their Bid Proposals. Any interpretation made will be in the form of an Addendum to the Bid Proposal Form and will be furnished to all prospective Bidders by the City’s eProcurement site at <https://siouxfalls.bonfirehub.com> before the time set for opening Bid Proposals. Oral explanations or instructions given before the Award of the contract will not be binding.

The Bidder shall immediately notify the City of any apparent error, omission, or ambiguity in any part of the Bid Proposal package. The City will determine if there is an error, omission, or ambiguity and will issue an Addendum to all prospective Bidders, as appropriate.

**Approval Request for Substitute Materials:** The Contractor shall use the Materials or products specified unless changed or approved by an Addenda to these Instructions to Bidders, or changed or approved after execution of the construction contract as provided in AIA-A201. Where two or more Materials or products are named, the choice of these shall be optional with the Contractor.

**Brand Name:** Whenever a Material, product, or piece of Equipment is identified on the Bid Proposal Form, drawings or in the Contract Documents 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, Material, or Equipment 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 Material should be submitted to the City in writing a minimum of seven (7) Calendar Days prior to the bid opening for evaluation. The evaluation of Bid Proposals 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 Proposal, as well as other information reasonably available to the City.

If deemed equal, written notification and/or an Addendum will be issued prior to the Bid Proposal opening and will be public. Any request for review made less than seven (7) 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 Bid Proposals, that the proposed articles or Material will NOT be allowed or substituted following the bid Award.

**Irregular Bid Proposals:** Bid Proposals will be considered irregular and may be rejected for the following reasons:

1. The Bid Proposal is on a form other than that furnished by the City on the eProcurement site or if the table or forms are altered or a part thereof is detached or incomplete.
2. There are unauthorized additions, conditional or alternate bids, or irregularities, which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning.
3. The Bidder adds conditions reserving the right to accept or reject an Award, or to enter into a contract pursuant to an Award. This does not exclude a Bid Proposal limiting the maximum gross amount of Awards acceptable to a Bidder at one bid letting. Selection of Awards will be made by the City.
4. In situations where unit prices are used, the Bid Proposal does not contain a price for each unit price listed except in the case of authorized alternate pay items.
5. If the intended bid price cannot be determined.
6. In situations where unit prices are used, such unit prices are significantly unbalanced to the detriment of the City.

**Combination Proposals:** If the City elects, may be issued for Projects in combination and/or separately so that Bid Proposals may be submitted either on the combination or on separate units of the combination. The City reserves the right to make Awards on combination Bid Proposals or separate Bid Proposals to the best advantage of the City. Combination Bid Proposals, other than those specifically authorized by the City set up in the Bid Proposal Form by the City, will not be considered. Separate contracts will be written for each Project included in the combination.

**Price Discrepancies:** In situations where unit prices are used, any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price. Incorrect extensions or totals will be corrected, and the corrected figures will be used in determining the low Bidder.

**Firm Prices:** Prices awarded shall remain firm for the entire contract period except as allowed under AIA-A201 § 7.3.3 & 7.3.4.

**Quantities:** The quantity indicated for each item in the specifications is estimated only, and the City reserves the right to order less or more as dictated by actual needs.The quantities appearing in the Bid Proposal are estimates and are prepared for the comparison of bids. Payment to the Contractor will be made for the actual quantities of work performed or Materials furnished in accordance with the contract. The estimated quantities of work to be done and Materials to be furnished may each be increased, decreased, or deleted as provided in the contract.

**Sales/Use and Excise Taxes**: Use taxes on Materials furnished by the City become the liability of the Contractor and are based on the price the City paid for them. Excise tax is applicable as defined under SDCL 10-46A. Contractors and Subcontractors should include the applicable tax in their bid price. Tax questions should be directed to the South Dakota Department of Revenue. Contact information for the South Dakota Department of Revenue is listed below:

South Dakota Department of Revenue ***or*** South Dakota Department of Revenue

Attn: Business Tax 300 South Sycamore Avenue, Suite 102

445 East Capitol Avenue Sioux Falls, SD 57110

Pierre, SD 57501-3185 Phone: 605-367-5800

Phone: 1-800-829-9188

Email: [bustax@state.sd.us](mailto:bustax@state.sd.us)

**Federal Tax ID Number:** Each Bidder shall state its Federal Tax Identification Number on the line provided on the Bid Proposal Form.

**Bid Security:** Each Bid Proposal of $100,000 or greater must be accompanied by a Bid Bond in the amount of ten (10) percent of the amount of the Bid Proposal, or in lieu thereof a certified check, cashier’s check, or bank draft in the amount of five (5) percent of the amount of the Bid Proposal. All Bid Securities shall be made payable to the City of Sioux Falls. Bid Bonds shall be issued by a Surety authorized to do business in South Dakota. Checks shall be certified or issued by a state or national bank. Bid Securities other than those mentioned will not be accepted by the City.

**No Bid Security Required on Small Contracts:** No Bid Security is required if the total Bid Proposal amount, including any alternates, is less than $100,000.

**Addenda:** The Bidder shall acknowledge receipt of any Addendum in the space provided on the eProcurement site.

**Delivery of Bid Proposals:** Each Bid Proposal shall be submitted electronically through the eProcurement portal <https://siouxfalls.bonfirehub.com>. No paper bids will be accepted.

Bid Proposals shall be filed prior to the time and at the place specified by the Notice to Bidders. Bid Proposals received after the time for opening of bids will be returned to the Bidder unopened.

All Sealed Bid Proposals Must be Received No Later than 2 p.m. on the Date of Opening. Bid Proposals received after 2 p.m. or at a location other than listed above, will not be accepted. **Bids shall be publicly opened and read via Webex at 3:00 p.m. You may join the bid opening virtually by utilizing information and links at https://www.siouxfalls.gov/business-permits/bids-procurement/purchasing-bid-opening**.

**Withdrawal or Revision of Bid Proposals:** A Bid Proposal may be withdrawn by the Bidder by letter, email, telegram, facsimile, or in person and confirmed by email or facsimile, before the time specified in the Advertisement therefore. Bid Proposals may be modified via a notice in writing by personal delivery, mail, email, or facsimile and received at the place designated in the invitation to bid not later than the time set for the opening of Bid Proposals. No email or facsimile modification notice may reveal the bid price, but shall provide the addition, subtraction, or modification of the Bid Proposal, so that the final prices or terms will not be known to the City until the sealed bid is opened. Modifications may not be withdrawn after the time set for the opening of bids. No Bid Proposal shall be changed or altered by telephone. No Bid Proposal shall be withdrawn for a period of thirty (30) days after the bid opening.

**Local Preference:** By virtue of statutory authority, preference will be given to Materials, products, and supplies found or produced within the state of South Dakota. Bidders residing in South Dakota shall be allowed a preference over the Bid Proposal of any Bidder from any other state enforcing or having a preference for resident Bidders, equal to such preference, except when federal funds are involved.

**Conflicting Federal Rules Govern on Subsidized Projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge or governing use and payment of such federal funds. Bid Awards involving federal funds must be made to the lowest responsive and responsible Bidder without regard to state preferential bid provisions.

**Bid Proposal Results:** Tabulations of Bid Proposals received are available to the public and may be viewed in the City of Sioux Falls’ Finance office and on the City’s eProcurement site https://siouxfalls.bonfirehub.com. Results of a particular Bid Proposal will be available on the day following the bid opening and acceptance of such bid. After an Award has been made and signed by the Mayor, all Bid Proposals and related information will be on file in the Finance office for public review. Finance will do all formal and informal notifications of bid Awards.

**Disallowance of Noncomplying Bid Proposal 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 Proposal or offer, is subject to having their Bid Proposal 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.

**Method of Award:** Bid Proposals will be evaluated and any Award will be made to the lowest Bid Proposal, 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 the Project budget.

**Material Guaranty:** The successful Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of Materials to be used in the construction of the work, together with samples. Samples may be subjected to the tests provided for in the specifications to determine their quality and fitness for the work.

**Disqualification of Bidders:** The following reasons will be considered sufficient for disqualifying a Bidder and rejecting the Bid Proposal(s):

1. Submittal of more than one Bid Proposal for the same work from an individual, partnership, limited liability company, firm, corporation, or joint venture by the Bidder or its Affiliates.
2. Evidence of collusion among Bidders. Participants in collusion will not receive recognition as Bidders for future work with the City until they are reinstated as a responsible qualified Bidder.
3. The Bidder has been determined to be a non-responsible Bidder by the City. A Bidder may be determined to be a nonresponsible Bidder for any one or more of the following reasons:
4. The Bidder has inadequate experience, lack of organization resources, or technical resources to complete the Project;
5. The Bidder or its Affiliates have other incomplete projects which the City believes may hinder or prevent prompt completion of the Project;
6. The Bidder or its Affiliates are in default of contracts for previous or other current projects;
7. The Bidder or its Affiliates have not satisfactorily performed, for the City or other Owners, previous projects or other current projects including, but not limited to, the items listed below in this paragraph. Determinations of unsatisfactory performance on work for other Owners will be based on written documentation unless the other Owner is associated with the Project to be awarded.
8. Noncompliance with project requirements or the directives of the Owner or its agents;
9. Repeated or substantial failure to complete projects on time;
10. Substantial corrective work required prior to final acceptance or during the warranty period;
11. Instances of work or Materials that failed to meet the specifications of the contracts but were accepted by the City with a price adjustment;
12. Failure to provide adequate safety measures or appropriate traffic control measures that endangered the safety of the workforce or the public;
13. Submitted false documents or misrepresented the quality or quantity of Materials used or work performed in the bid or on other projects.
14. Subcontractor or supplier claims against the Performance and Payment Bond and/or Project proceeds on Bidder’s or its Affiliates other current or previous projects that may impede the ability of the Bidder to complete the project to be awarded.
15. Any other facts or circumstances showing a reasonable likelihood of the Bidder’s inability to properly complete the project in accordance with the contract requirements.
16. The Bidder, its Affiliates or their respective officers, directors, members, partners, shareholders, or resident general managers in arrears to the City in excess of 90 days, including any situation where the Bidder was a party to a joint venture and the joint venture failed to reimburse the City for monies owed.
17. The Bidder, its Affiliates, or their respective officers, directors, members, partners, shareholders, or resident general managers has violated Environmental Laws of any state or the United States (as defined above in General Conditions) which violation has resulted in a fine of $10,000 or more or has had any permit or contract revoked based on the Environmental Laws of any state or the United States.

**Award of Contract:** The Award of the contract, if Awarded, will be made within thirty (30) Calendar Days after the opening of the Bid Proposals pursuant to SDCL 5-18A-5 to the lowest responsive and responsible Bidder who’s Bid Proposal complies with the requirements of the instructions to Bidders meeting specifications. The successful Bidder will be notifiedin writing that theBid Proposal has been accepted and the contract Awarded. The successful Bidder shall return to the City within ten (10) days an acknowledged copy of the Notice of the Award to the City.

**Contract Signature:** The contract shall be signed by the successful Bidder and returned, together with the Performance and Payment Bond(s) and required insurance certificates, within ten (10) days after the City has sent the contract to the successful Bidder. If the contract is not executed by the City within thirty (30) days following the Award of the contract, the Bidder shall have the right to withdraw the Bid Proposal without penalty until such time as the contract has been signed by an authorized representative of the City. A contract shall not be effective until it has been executed by all parties.

**Right to Protest:** Any Bidder who is aggrieved in connection with the Award may contact the City Engineer to discuss the basis for the Bid Award. To the extent any protests are authorized by South Dakota law, venue and jurisdiction is in the South Dakota Circuit Court in Minnehaha County. Such protests are governed by and must be construed in accordance with South Dakota law.

**Questions:** Questions pertaining to this bid request shall be directed to:

If the City deems it of general interest, the answer shall be issued in written Addendum on the City’s eProcurement site https://siouxfalls.bonfirehub.com.

**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 and endorsements are to be provided within forty-five (45) days thereafter and prior to the initial progress payment. Exceptions to this policy must be approved by the City Attorney’s Office and the City’s Risk Manager.

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 for 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 or as specifically required in the Contract Documents, whichever is greater. 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 Contractor 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 without interruption for three (3) years after completion of the Contract. A certificate of insurance showing continuation of liability coverage, including completed operations coverage, must be submitted with the final pay application and thereafter upon renewal or replacement of such coverage until three years after completion of the contract.

1. Automobile Liability. The policy shall cover all owned, non-owned, 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.
2. The commercial general liability, automobile liability, umbrella, employer’s liability and workers compensations policies must be endorsed to provide a waiver of subrogation endorsement in favor of the City and its elected and appointed officials, agents, officers, and City Council members, and employees.
3. Property Insurance. The successful bidder must also furnish Property Insurance, including Builder’s All Risk Insurance or an equivalent form, with coverage as provided in AIA-201 § 11.3.1 through § 11.6. In addition, the Property Insurance Policy shall include coverage for windstorm, hail, lightening, and water damage (in addition to flooding). Coverage shall include collapse due to any insured perils listed in the AIA-201 § 11.3.1.1 and this section, as well as weight of snow, ice or sleet, or vehicle collision. The policy shall not exclude flood, earthquake, or any perils listed in AIA-201 § 11.3.1 through § 11.3.2, unless such perils are covered by other policies required for the work. The coverage shall be in place when the successful Bidder enters into a contract with the City and shall be for the total project sum, including the full amount of the bid and the cost of materials to be provided by others and any City furnished materials, if known. Regardless of any language to the contrary in AIA-A201, the successful Bidder shall be responsible for purchasing this property insurance (and not the Owner). This insurance shall cover materials and equipment stored at the construction site or in any other location agreed to in writing by the owner prior to being incorporated into the work (provided such materials have been included in a Pay Application recommended by the Engineer).  The successful Bidder shall also be responsible for purchasing the following additional insurance, if checked below.  If none is specified, the successful Bidder may, at its option, purchase such insurance, but is not required to do so.

* Boiler and Machinery Insurance to insure the following insured property during installation and until final acceptance by the City. This insurance shall include the interests of the Owner, Contractor, subcontractors and sub-subcontractors in the work and the Owner and Contractor shall be named insureds. Insurance shall be in an amount adequate to insure the full value of all HVAC, fire protection sprinklers, security equipment (if any is required for the project), and the following listed mechanicals or electrical apparatus: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. No start up or testing exclusions shall be allowed. To the extent any such risks are covered by Builder’s All Risk (or equivalent) duplication is not required.
* Loss of Use Insurance for the risks described in AIA-A201 § 11.4 in the following amount: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

All insurance under this section must meet the Waivers of Subrogation requirements as provided in AIA-A201 § 11.3.1 through 11.6.

1. 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.
2. The Contractor’s insurance companies must agree to provide by endorsement the City with at least thirty (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 Contractors’ failure to maintain the coverage limits required.

**Cancellation of Award:** The City reserves the right to cancel the Award of a contract before the execution of said contract without liability against the City.

**Return of Bid Security:** Following the bid Award, the Bid Security of the lowest responsive and responsible Bidder will be retained. The remaining Bid Securities in the form of a bank draft (such as cashier check) will be returned after the acceptance of the Bid Proposal of the lowest responsive and responsible Bidder or the rejection of all of the Bid Proposals presented, but no later than thirty (30) days after the bid opening. Bid Securities submitted through the eProcurement portal will be available indefinitely but are considered invalid if not selected as lowest responsive bidder. The Bid Security in the form of a bank draft of the lowest responsive and responsible Bidder will be returned after a Performance and Payment Bond is furnished.

**Requirement of Performance and Payment Bond:** Performance and Payment Bonds are required for all construction contracts totaling $50,000 or more. At the time of the execution of the contract, the successful Bidder shall furnish a labor and material and a Performance Payment Bond in a sum equal to the amount of the contract for the faithful performance of the contract, and to assure the Contractor will promptly pay all persons supplying labor, Materials, Equipment, tools, transportation, and supplies in the prosecution of the work provided for in the contract. The Performance and Payment Bond(s) shall be issued by a Surety authorized to do business in the state of South Dakota and shall be subject to the City’s approval. The Performance and Payment Bond(s) shall remain in effect for the duration of the longest warranty period applicable to the Project under the Contract Documents. If the Performance and Payment Bond(s) is cancelled or the bonding company becomes insolvent or is declared bankrupt, the City will require the Contractor to furnish new Performance and Payment Bonds.

**Execution and Approval of Contract:** Failure by the successful Bidder to execute the contract and file acceptable bonds and insurance certificates within ten (10) days after the contract has been sent to the successful Bidder may be just cause for the cancellation of the Award. An Award of the contract may then be made to the next lowest responsive and responsible Bidder or the work may be re-advertised for Bid Proposals. The City may proceed against the Bidder or Surety as authorized by state law, SDCL ch. 5-18A.

**Contractor’s Representations:** The execution of the notice of the Award by the Contractor constitutes representations and warranties to the City as follows:

1. The Contractor is duly formed, validly existing, and in good standing under the laws of the state of its incorporation, is qualified to do business in the state of South Dakota, and is properly licensed by all necessary governmental and quasi-governmental authorities having jurisdiction over the Contractor and the services required under the contract;
2. The Contract Documents are within the Contractor’s corporate powers and the Contract Documents have been duly authorized by all necessary statutory and corporate authority;
3. The Contract Documents are the legal, valid, and binding obligation of the Contractor, enforceable in accordance with their terms;
4. The Contractor’s duly authorized representative has visited the Project site and has familiarized himself with the local conditions under which the services required hereunder are to be performed and has correlated his observations with all of the requirements of the Contract Documents; and
5. The Contractor has no knowledge of, or should have reasonably discovered, any discrepancies, omissions, ambiguities, or conflicts in the Contract Documents, and if the Contractor becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, the Contractor will promptly notify the City of such fact.

**Contract Documents:** Accompanying the Contract Documents are the drawings, which are complementary to the Specifications and intended to coordinate the work of this contract. Any work included in one and not in the other shall be fully executed as though included in both.

**Tobacco Free Requirement:** The use of tobacco products by Contractors, or others doing City business is prohibited in all City-owned and City-shared buildings, facilities, vehicles, parking lots, equipment, worksites, and walkways leading into City facilities. This includes use of any tobacco products whatsoever (including smokeless tobacco) and any electronic smoking devices.

**CERTIFICATION RELATING TO PROHIBITED ENTITY:** 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.

**Bid 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 following price(s):

|  |
| --- |
| **Base Bid Lump Sum Price:** |

|  |  |  |
| --- | --- | --- |
| **ALTERNATES** | | |
| Please indicate ADD as a positive amount (i.e. $1.00) and DEDUCT as a negative amount (i.e. -$1.00) on the bid table. | | |
| **ALTERNATE NO.** | **ITEM DESCRIPTION** | **UNIT** |
|  |  |  |

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| **UNIT PRICES** | | |
| Unit Prices are for changing quantities of work items from those indicated by the contract drawings upon written instructions from the Architect and City of Sioux Falls only. The following unit prices shall prevail if changes to the work are requested. | | |
| **Item No** | **Item Description** | **Unit** |
|  |  |  |

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 the 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. It is further understood and agreed that the City may, at its option, delete items from the contract.

The Bid Proposal includes all local, state, and federal taxes that would affect the amount of the Bid Proposal.

The Bidder will commence work under this contract and fully complete the Project within       Calendar Days (OR) by     . The Bidder further agrees to pay as liquidated damages the amount specified in the AIA-A201 Schedule of Liquidated Damages in § 8.4.4 for each Calendar 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 to reject any or all Bid Proposals and it is agreed that this Bid Proposal 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 the eProcurement portal 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

**Glossary**

In addition to terms otherwise defined in these Instructions to Bidders, other Contract Documents, or the AIA General Conditions of the Contract for Construction, AIA Document A201-2017 Edition, the following definitions apply:

**Addendum:** Changes to these Instructions to Bidders, Plans, or required work, Materials or supplies made by the City after the Notice to Bidders or Advertisement has been made, but prior to the time of opening of Bid Proposals.

**Advertisement:** A public announcement inviting bids for work to be performed or Materials to be furnished.

**Affiliate:** An entity in control of, controlled by, or under common control with another person or entity. Control means ownership of, or the right to vote, a majority of the voting interests of an entity.

**Award:** The acceptance by the City of a Bid Proposal.

**Bid Bond or Bid Security:** The security furnished with a bid to guarantee that the Bidder will enter into the contract if the offer is accepted.

**Bidder:** An individual, partnership, limited liability company, firm, corporation, or an acceptable combination thereof as a joint venture, submitting a Bid Proposal.

**Calendar Day:** A day shown on the calendar, beginning and ending at midnight.

**City:** The City of Sioux Falls, South Dakota.

**City Council:** Duly elected governing body of the City of Sioux Falls, South Dakota.

**City Engineer:** The official of the City holding the position of City Engineer.

**Contract Documents:** Defined in AIA Document A201-2017, § 1.1.1, as revised to include these Instructions to Bidders, Glossary, and Supplementary Conditions.

**Contract Time:** The number of Calendar Days allowed for completion of the contract or the date work, or some portion thereof, is to be completed.

**Contractor:** The individual, partnership, limited liability company, firm, corporation, or joint venture contracting with the City for performance of prescribed work.

**Engineer:** The City Engineer, acting directly or through an assistant or other representative duly authorized by the City Engineer, with the assistant or representative acting within the scope of the particular assigned duties or of the authority given.

**Environmental Law:** Any federal or state law relating in any way to natural resources, plant or animal life or the environment, including the federal Clean Water Act, the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Response, Compensation and Liability Act, the federal Toxic Substances Control Act, the Endangered Species Act, and any similar or comparable state or local law.

**Equipment:** Machinery, tools, implements, or apparatus’, together with supplies for maintenance and upkeep, necessary for the construction and completion of the work.

**Materials:** Substances specified for use in the construction of the Project and its appurtenances.

**Notice to Bidders:** The Advertisement for Bid Proposals for work or Materials on which bids are required. Such Advertisement will indicate, with reasonable accuracy, the quantity and location of the work to be done, or the character and approximate quantity of the material to be furnished, and the time and place of the opening of Bid Proposals.

**Operator:** Unless the context clearly provides otherwise within the contract documents, an operator is any person who operates an underground facility as provided in SDCL ch. 49-7A.

**Performance and Payment Bond:** The security executed by the Contractor and furnished to the City to guarantee performance of the work, and to guarantee the Contractor will promptly pay all persons who supply labor, Material, and Equipment in accordance with the contract and SDCL Ch. 5-26.

**Plans:** The contract drawings along with corresponding plan notes that show the location, character, and dimensions of the prescribed work, including but not limited to layouts, profiles, and cross sections.

**Proposal:** The offer of a Bidder, or Bid Proposal, on the prescribed form, to perform the work at the prices quoted.

**Proposal Form:** The prescribed form on which the offer of a Bidder is to be submitted. A Bid Proposal Form.

**Subcontractor:** An individual, partnership, limited liability company, firm, corporation, or an acceptable combination thereof as a joint venture, to which the Contractor sublets part of the contract.

**Superintendent:** The Contractor’s authorized representative in responsible charge of the work.

**Supplemental Standard Specifications:** Supplemental Standard Specifications published by the Sioux Falls City Engineer as part of its General Conditions, Specifications, and Policies applying to public improvement projects, including but not limited to warranties. <https://www.siouxfalls.gov/business-permits/development-projects/construction-management-and-design/specs-policies-manuals>

**Surety:** The corporation, partnership, limited liability company, or firm, other than the Contractor, executing a bond furnished by the Contractor.

**Underground Facility:** Any item of personal property buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephonic or telegraphic communications, fiber optics, cablevision, electric energy, oil, gas, hazardous liquids, or other substances including pipes, sewers, conduits, cables, valves, lines, wires, manholes, and attachments. See also, SDCL ch. 49-7A (Notification System for Excavation Activities)

Working Day: Each calendar day (exclusive of Saturday, Sunday, or a recognized legal holiday) beginning on the date designated in the notice to proceed or on the specified starting date for the work to be performed. If a mandatory six-day work week is specified, the days for work to be performed will be Monday through Saturday unless stipulated otherwise in the contract documents. Recognized legal holidays are New Year's Day (the first day of January), Martin Luther King, Jr. Day (the third Monday in January), Presidents' Day (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (the Fourth of July), Labor Day (the first Monday in September), Native American Day (the second Monday of October), Veterans' Day (the 11th day of November), Thanksgiving Day (the 4th Thursday of November), and Christmas Day (the 25th day of December).

Written Order: An order, issued in writing by the Architect, of a contractual status requiring performance by the Contractor without negotiation of any sort.