

***Request for Proposals  
for  
Ticketing System Software for the  
Washington Pavilion of Arts and Science***

***January 29, 2021***

***City of Sioux Falls, South Dakota***

***Proposal Request No. 21-0015***

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# **Request for Proposals for Ticketing System Software for the Washington Pavilion of Arts and Science**

## **Section 1 Introduction and Instructions**

### **1.01 Purpose of the RFP**

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the "City"). The purpose of this RFP is to establish a contract with a qualified firm to provide Ticketing System Software for the Washington Pavilion of Arts and Science.

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

Scott Rust, Purchasing Manager, Finance Department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees or Washington Pavilion Inc. (WPML) Employees may result in the Firm being disqualified.

Scott Rust, Purchasing Manager, Finance Department

Phone: 605-367-8836

Fax: 605-367-8016

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

Letters of Intent shall be emailed by February 5<sup>th</sup>, 2021 to [srust@siouxfalls.org](mailto:srust@siouxfalls.org). The letter of Intent is not mandatory and will not disqualify Firms if not submitted.

### **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: January 29, 2021.
- Letter of Intent: February 5, 2021
- Deadline for questions: February 25, 2021.
- Proposals due: March 4, 2021.
- Review of Proposals: March 8 -12, 2021.
- Presentations: March 22 - 26, 2021.
- Contract Award: March 2021.

- Execute Contract: April–May 2021.
- Implementation Complete: September 31, 2021.

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

Firms must submit one (1) original electronic copy on a USB drive and six (6) hard copies of the proposal in a sealed envelope or package.

**One Cost Proposal is to be submitted in a separate sealed envelope or package, clearly labeled “Cost Proposal.” Do not submit more than one cost proposal!**

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: Scott Rust  
Ticket System Software  
RFP No. 21-0015  
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, March 4, 2021**. Proposals will not be publicly read at the opening.

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

Firms 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 Firm’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 Scott Rust, Purchasing Manager, at [srust@siouxfalls.org](mailto:srust@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, **February 25, 2021**.

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, **March 1, 2021**.

Responding Firms are prohibited from communicating in any other manner about this project with any other City employee or employee of WPML 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 Firm.

## **Section 2 Overview**

### **2.01 Introduction**

The Washington Pavilion of Arts and Science is owned by the City and managed by Washington Pavilion Management Inc. hereinafter referred to as WPMI. WPMI is a nonprofit organization that desires to partner with a ticketing system platform that recognizes and shares its values regarding its mission to bring world-class entertainment, educational programs, and various live entertainment in a festive setting to Sioux Falls and the national community at large.

The WPMI's objective is to maximize ticket sales, contributions, customer satisfaction, and related revenue via a robust, fully integrated ticketing technology solution that meets the following requirements:

The City is seeking a state-of-the-art white-label vendor-hosted ticketing system complete with a fully integrated robust CRM, effective scanning and access control system, comprehensive event management controls, multichannel distribution capabilities, and a full suite of customizable reporting abilities. The system must provide a user-friendly customer-facing web portal, inventory control, invoicing, and financial accountability.

### **2.02 Background**

WPMI, is a 501(c)3 organization that was established to manage and program the Washington Pavilion of Arts and Science, a facility owned by the City of Sioux Falls, SD. The Pavilion opened its doors in June of 1999 in the renovated, historic building that served as Washington High School from 1908–1992. This historic transformation was accomplished through the support of public and private funding. The City owns the building and provides annual support for operational costs and major repairs and capital improvements.

The Washington Pavilion is the region's home for the arts, entertainment, and science. Located in a beautifully renovated historic building in downtown Sioux Falls, it is one of only a few facilities in the world to bring together under one roof the performing arts, visual arts, interactive science, and educational opportunities.

The Washington Pavilion makes art and science part of the daily lives of thousands of people with programming from Broadway tours to intimate chamber recitals in two state-of-the-art theaters in the [\*\*Husby Performing Arts Center\*\*](#); more than 100 hands-on interactive science exhibits in the [\*\*Kirby Science Discovery Center\*\*](#); rotating educational and mission films in the unique [\*\*Wells Fargo CineDome\*\*](#); and regional and national exhibits ranging from South Dakota artists to notable national and international artists in the [\*\*Visual Arts Center\*\*](#). Additionally, the Washington Pavilion offers quality educational events and programs through the [\*\*Community Learning Center\*\*](#) and [\*\*Graham Academy Preschool\*\*](#) and delectable delights at [\*\*Leonardo's Café\*\*](#).

The Washington Pavilion serves the community through several other important initiatives:

- On **Free First Friday**, the first Friday of every month, the Washington Pavilion opens its doors free-of-charge, welcoming more than 8,000 guests throughout the year.
- The **Community Learning Center** provides educational opportunities for all ages with a broad range of engaging arts and science classes, workshops and internships and no-cost art experiences for at-risk youth and underserved populations weekly during the school year at multiple venues.
- The **Graham Academy Preschool** offers a unique educational setting for ages 3–5 with need-based scholarships available.
- The **Dakota Academy of Performing Arts** prepares adolescents and young adults students for professional-level music and theater performances.
- The **Events Department** provides individuals, groups, and businesses with affordable, one-of-a-kind space and services for weddings, conferences, meetings, and social gatherings.
- The Washington Pavilion is also home to several cultural partners, including the **South Dakota Symphony Orchestra**, **SculptureWalk**, South Dakota Rock and Roll Hall of Fame, and the South Dakota African American History Museum.

With the vast array of high-quality programming and educational activities available at the Washington Pavilion, people of all ages and walks of life can rely upon the organization to inspire, educate, entertain and enrich.

WPMI took over management of the **Orpheum Theater Center** on July 1, 2019. See [siouxfallsorpheum.com](http://siouxfallsorpheum.com)

The Orpheum features three distinct spaces:

686-seat Historic **Orpheum Theater** (built in 1913).

- **Anne Zabel Studio Theater** with room for up to 450 people.
- Classroom space that can accommodate 75–100.

The three spaces are all connected by a large lobby and concessions area, and the building also boasts an outdoor patio area.

The center hosts plays, concerts, dance, and other forms of entertainment throughout the year. It is also the perfect venue for weddings, meetings, banquets, conferences, trade shows, and much more. It is the home of the Sioux Empire Community Theatre and Sioux Falls Jazz and Blues organizations. WPMI provides ticketing services for all events at the Orpheum.

## 2.03 Purpose of RFP

The purpose of this RFP is to identify and select a Firm with a proven track record in ticketing software solutions, customer relationship management (CRM), data analytics, dashboard capabilities, and the ability to communicate with patrons effectively while tracking all relevant contacts is of paramount importance in the selection of the software. The City will weigh these abilities most heavily in its selection process. The successful candidate will either have robust inherent CRM capabilities and/or a fully integrated solution with a third-party state-of-the-art provider.

The system must possess state-of-the-art consumer privacy and security with respect to protection of company and customer confidential information that also complies with all government requirements.

The Washington Pavilion is a multivenue multiclient organization which is seeking a ticketing system which can segregate data and access for its various client organizations while still processing sales across all the various venues and events.

The system must be a customizable, flexible, permission-based, and secure platform possessing the wherewithal and scale to conduct high-volume individual ticket sales. It must have the ability to sell group, bundled and packaged tickets across all sales channels (including mobile) with discounting, variable, and dynamic pricing capabilities. Methods of sales may include both kiosks and handheld devices capable of remote ticket sales. System architecture should be designed to facilitate system add-ons and be able to work with third-party Firms via open APIs to promote expansion while providing consumers with state-of-the-art functionality and compatibility to newly developed revenue generating technologies. Reporting should be customizable with the ability to retain ongoing historical customer data.

### Anticipated Annual Sales Data:

- Statistics from January 1, 2019, to December 31, 2019, (more representative than 2020, which was greatly affected by Covid).
- Annual operating budget = \$10 million.
- Annual Attendance = 405,000.

### Contributions:

Individuals: \$356,000

Corporate: \$615,000

Foundation: \$301,000

Memberships: 3864 units, \$290,000

Tickets for shows presented by the Pavilion:

49 performances

56,258 tickets

\$3,352,472

We did not do any of our own programming at the Orpheum Theater in 2019. This is a new venue that we started managing on July 1, 2019. We expect this to grow by a minimum of 7,500 tickets, \$262,500 in 2020.

Tickets for shows presented by partner organizations:

74 performances

35,488 tickets

\$854,330

This includes two productions, 23 performances, and \$156,000 for the Sioux Empire Community Theater. We started ticketing for them in the fall of 2019. WPMI expects this to double in 2020.

Other rentals from regional and local promoters:

60 performances

39,633 tickets

\$1,647,101

Subscribers to our annual Pavilion Performance Series (6 "Broadway" shows)

2,795 2019/2020 subscribers

Valued at \$950,000

Our in-house youth theater program, Dakota Academy of Performing Arts (DAPA), camps, classes, and performances:

48 different events and performances

8,937 tickets/participants

\$121,509

Wells Fargo CineDome (Large format theater). Museum admissions include "free" admission to a "mission" movie in the CineDome. However, school groups are ticketed.

There were 2,056 scheduled showings in AV for movies in the CineDome.

School group visitors attending = 16,068

Museum and museum event admissions:

387 days/events

116,658 visitors

\$331,187

Members are included in the visitor count, but not the sales.

Education: Camps, classes, and preschool

217 events

2,804 attendance

\$303,788

Other miscellaneous items processed in the current ticketing system:  
53 different pre-show buffets in our café, 3248 diners  
Birthday Parties: 46,274 guests, \$8,957  
Demos/Labs/Docent/Lunch Bunch room reservations, etc. for school groups visiting the museums: 1,024 different events scheduled through AV.  
Tickets to our Arts Night (Gala) = 169  
Vendor reservations for our Sidewalk Arts Festival fundraiser = 543, \$83,915  
Sales of merchandise for Radley Rex items (Radley is our mascot. We sell stuffed animals, T-shirts, and water bottles) \$1,300

## 2.04 Functional and Technical Requirements

**Exhibit A** consists of a list of functional and technical requirements. Firms shall clearly indicate whether the Firm's proposed solution meets, does not meet, and/or would require customization or a third-party solution. Firms are encouraged to provide an adequate description of how the solution meets the requirements to allow the evaluators to fully understand the features, functions, and capabilities. If a Firm's solution does not meet the mandatory requirement it does not mean the proposal will be non-conforming. The City is utilizing the information submitted in Exhibit A to find the best "fit" or solution to meet the needs of the City and WPMI.

## Section 3 Proposal Format and Content

### 3.01 Submittal Requirements

Proposals shall be prepared simply, economically, and provide a straightforward, concise description of the Firm's company, qualifications, proposed solutions and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposals shall be organized consistent with which information is presented in this section of the RFP. Firms shall address all portions of the RFP set forth herein providing all information requested.

- 1. Cover Letter.** Provide name and address of the Firm 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 a ticketing software system and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your Firm's ticketing system software.

The cover letter **must be signed** by a duly authorized official of the Firm. 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 firm offer must be good for 180 days.

**2. Company Information.** The proposal shall include the following company information:

- Provide legal entity name, Federal Employer identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.)
- Identify if the Firm is subsidiary of a larger company. If, so whom?
- Identify the location of the company headquarters and office that will support the implementation.
- Identify the location of ongoing maintenance and support staff and how many are employed on the staff.
- Identify all subcontractors and associated scope of work.
- Identify any pending litigation against the Firm.
- Identify if the Firm has filed any bankruptcy or insolvency processing in the last ten (10) years.
- Identify any mergers, acquisitions, or sale of the Firm's company within the last five (5) years. If so, provide an explanation with relevant details.

Firms shall provide all requested information. Failure to provide a full response may provide a basis of disqualification.

**3. Company Qualifications.** Firm shall identify company and staff qualifications and experience in implementing solutions. More specifically, this section should identify the following:

- Describe your experience with government owned performing performed arts centers with a diverse user base.
- Describe your experience in implementing ticketing solutions for a rental venue that hosts a variety of ticketing needs and diversity in user sophistication.
- Identify your existing client base including the number of clients you provided the services being proposed in this request.

**4. Project Team Experience Qualifications.** The proposal shall provide the following:

- Résumés for each person in your Firm participating in the sale and implementation of the ticketing system software. State their educational background of each individual, years of experience, length of employment with your Firm, and experience providing the project management and implementation services. Also list how many installs they have performed successfully.

**5. Proposed Solution.** The proposal shall identify the proposed solution up to and including the following:

- Provide a comprehensive overview of the solution proposed.

- Provide a written response that addresses each requirement in Exhibit A. Each requirement response shall clearly indicate whether the Firm's proposed solution meets, or does not meet, or would require customization/third-party solution. Firms are encouraged to provide an adequate description of how the solutions meet the requirements to allow the evaluators to fully understand the features, functions, and capabilities.
- Based on the Firm's experience and expertise, identify any additional proposed features, functions, or capabilities that the City should consider to meet the City's needs.

**6. Implementation Approach.** The proposal shall address the following:

- Describe your implementation methodology and approach. This includes the tools and techniques that will be used and methodologies that the Firm will employ.
- Describe the roles and responsibilities of both the City and Firm staff during each emphasis of implementation. In addition, provide an estimated level of effort for the City staff during implementation.
- Provide project schedule that includes all tasks, deliverables, milestones, and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success.
- Describe your user acceptance testing methodology and criteria for success. Also outline the responsibilities of City staff during user acceptance testing.

**7. Ongoing Support.** The proposal shall address the following:

- Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, response time commitments, and escalation procedures.
- Describe proposed service level metrics and or commitments.
- Describe software release/update frequency and procedure to perform updates.
- Describe the associated ongoing level commitments that ensure a high-performing software solution and stable online sales.
- Describe security and backup and disaster recovery process and procedures.
- Discuss the Firm's philosophy and approach for ongoing research and development to advance the proposed solution and ensure it remain current to evolving technologies and standards.

- Describe the Firm's configuration and change management process. For the purposes of the Firm's response to the RFP, configuration management is the management of every aspect of a configuration from the beginning to end. (i.e. identification, planning, change control management, release management, and maintenance.) Change management refers to the standardized methods and procedures for handling of all changes to production hardware/software to minimize disruption.

**8. References.** The proposal shall include the following:

- Firm shall provide a current list of four (4) references of similar size to the venues at the Washington Pavilion of Arts and Science and Orpheum Theater with current contact information of agencies that have requested that have successfully installed and are using your software.

**9. Cost Proposal.** The City is seeking a clear and comprehensive understanding of all costs associated with ticketing software system.

Firms shall submit a cost proposal with their response to the RFP. Proposals shall be based on a four- (4-) year commitment. Longer-term more favorable arrangements will be considered.

Financial proposals shall include and list all costs for the following:

- Software/licensing including all application software.
- Hardware.
- Hosting.
- Third-party solutions.
- Implementation Services—provide level of effort and hourly rate by implementation phase for installation.
- Training.
- Required report creation assistance.
- Ongoing annual maintenance costs for four (4) years.
- Optional products and service.
- Travel.
- All other costs not mentioned.

Financial proposals shall also include any and all factors that pertain to your proposed financial model, including but not limited to, the following:

- Revenue shares on ticket fees: per ticket, per order, MOD fees (both online and offline).
- Flat annual license fee model options, if applicable.
- Secondary market sales arrangements.
- Sponsorship/marketing contribution(s).
- Ticket/seating purchases by the successful Firm.
- Signing bonus.

Please include a high-level description of software functionality included in your offer, and list what would otherwise normally be provided by a third party or not included in your business model (e.g. stored value, dynamic pricing, 3D venue visualization, CRM, mobile/paperless ticketing, etc.).

Please indicate if WPML will incur any fees for the following: implementation, communication, credit card fees (rate), redundancy, upgrades, additional training, assigned on-site account representative, data feeds to third parties, etc.

## **Section 4**

### **Review of Proposals and Selection of Finalists for Interviews**

#### **4.01 Evaluation Criteria**

Upon receipt of the proposals, an evaluation team will review all proposals to determine which proposers are qualified for consideration and deemed most qualified based on the following criteria listed below.

The City will score the proposals and may short list and interview (in-person or virtual)\* the highest ranking Firms. Upon completion of the interviews, the highest ranking Firm may be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Firm, the City may move to the next highest ranked Firm. The same process will be repeated with the other ranked Firms if no such agreement can be reached. The City reserves the right to not select a Firm as part of this process if an agreement cannot be reached or for any other reason.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarifications with any or all proposers. The purpose of any such discussions shall be to ensure full understanding of the proposals. Discussions shall be limited to specific sections of the proposal identified by the City. If clarifications are made as a result of such discussions, the proposer shall put such clarifications in writing.

**\*No points will be given or taken away if your presentation is in person or presented virtually.**

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

- Ability to provide a ticketing solution that meets the current and future needs of the City (Proposed Solution) **25 points.**
- Proven ability to plan, implement and support the ticketing solution **15 points.**
- Project Team experience and qualifications **10 points.**
- Proposed timeline **10 points.**
- References **10 points.**
- Results from Software demonstration **15 points.**
- Anticipated value and price **15 points.**

#### **4.02 Contract Award**

It is the City's intent to enter into a contract with a Firm who best demonstrates the ability to provide ticketing system software. After review of the proposals, if the City decides to not enter into contract, the City will notify all Firms.

#### **4.03 Special Conditions**

Excluding proprietary information, the successful Firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies 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 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 Firm's proposal. The City's determination regarding any questions of conflict of interest is final.

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

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

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

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

### **5.05 No Contact Policy**

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

### **5.06 Indemnification**

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Sioux Falls, 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 of Sioux Falls, 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 Insurance Requirements**

The Firm shall secure the insurance specified below. All insurance secured by the Firm 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. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of the Firm or its consultants, omissions of Firm or its consultants, failure to render a service by the Firm or its consultants, or the negligent rendering of the service by the Firm 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 Firm or its consultant's interest and assumes no responsibility therefor.

The Firm 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 Firm agrees to hold the City harmless from any liability, including additional premium due because of the Firm'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 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 of Sioux Falls, South Dakota.

The City reserves the right to:

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

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

**Exhibit A**  
**Technical and Functional Requirements.**  
**See attached Excel File.**