

STATE OF SOUTH DAKOTA

(Department of Transportation, Office of Project Development; 700 E Broadway Avenue, Pierre, SD)

(South Dakota Statewide Rural Wildlife Crossing Study)
PROPOSALS ARE DUE NO LATER THAN January 10th, 2025

RFP #: 24RFP11667

State POC: Katrina Burckhard

EMAIL: katrina.burckhard@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Transportation (**SDDOT**) in conjunction with the South Dakota Department of Game, Fish, and Parks (**SDGFP**), the Department of Public Safety (**SDDPS**), and the Federal Highway Administration (**FHWA**) is soliciting proposals for the work to complete the Statewide Wildlife Crossings Study. This planning study aims to identify locations of high Wildlife-Vehicle Collisions (**WVC**), and then develop the appropriate WVC mitigation measures for those locations. The stated goals of this study according to the grant are as follows:

1. Analyze SDDPS collision data, and SDGFP wildlife movement data to identify and prioritize critical wildlife-vehicle collisions and crossings. . .
2. Identify habitats and landscapes important to connectivity and key wildlife movement corridors intersecting with highways. . .
3. Develop methods to identify, evaluate, and rank WVC mitigation strategies. . .
4. Develop approaches to applying the preferred WVC mitigation strategies and conduct preliminary engineering or other solutions for the 100 most significant collision locations on the state highway system. . .
5. Create final products for the SDDOT that will guide the implementation of the recommended mitigation strategies. . .

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Office of Project Development is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota Department of Transportation. The transaction's reference number is RFP #24RFP11667. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	November 22, 2024
Offeror Questions Due	December 12, 2024, 5 p.m. CST
Responses to Offeror Questions	As needed, at most weekly
Proposal Submission	January 10, 2025, 12 p.m. CST
Anticipated Award Decision/Contract Negotiation	January 30, 2025

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the Department of Transportation by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Proposals will be accepted via email for this study. Proposals are to be submitted to the state POC, Katrina Burckhard, at their email: katrina.burckhard@state.sd.us by the deadline listed in the schedule of activities, with the subject line "24RFP11667 Submission, [PROPOSING ENTITY]".

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope should be marked with the appropriate RFP Number and Title.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm, or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response 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. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State 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 contracting executive branch agency if during the term of the contract it no

longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement under this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.9 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response 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, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. . . It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State 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 contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror before the established due date and time.

No oral, telephonic, telegraphic, or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.11 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Katrina Burckhard at katrina.burckhard@state.sd.us with the subject line "24RFP #11667".

The State will respond to the offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may *not* rely on any other statements, either of a written or oral nature, that alter any specification or other term or

condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.12 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain a specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.13 LENGTH OF CONTRACT

12 to 14 Months depending upon the date of the Notice to Proceed being issuance.

1.14 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.15 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on **February 3rd, 2025** and end on **March 30, 2026**, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed **\$ 500,000**. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.6** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a

new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.
- Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed following the laws of the State of South Dakota. Any lawsuit about or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13** The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services under this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances,

guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

- 2.15** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s), and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s), and other material that are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.16** The Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** If any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.19** All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement concerning the subject matter hereof.

3.0 SCOPE OF WORK

3.1 Phase 1: Establish Existing Conditions & Identify Significant Wildlife-Vehicle Collision Locations

Phase 1 of the study will achieve goals 1 and 2 set forth by the grant agreement which is funding this study. The tasks below detail how this is to be done:

3.1.1 Support the Study Advisory Team

The SAT is expected to meet a minimum of five (5) times plus the kickoff meeting (including teleconferences and/or videoconferences) during the project period regular progress reports and to solicit feedback from members regarding study progress and execution. Meetings will be held as deemed necessary. The SAT may also meet at additional times without the consultant's involvement during the study period. It is assumed that five (5) meetings will be held throughout the project (including the Kickoff Meeting), with up to two (2) of the five (5) meetings held in person to aid in cooperation between the consultant and the SAT.

3.1.1.1 Kickoff Meeting

Meet with the SAT to confirm expectations and to finalize the work plan before beginning any work beyond basic data collection.

3.1.2 Methods & Assumptions

Develop a draft Methods & Assumptions (M&A) document outlining the limits to be used as the basis for the study. Facilitate a meeting – which may be held in conjunction with the kickoff meeting – to determine the assumptions to be used and data needed during the study.

Finalize the M&A document following the Methods and Assumptions Template for SDDOT Planning Studies.

Revise the M&A document as necessary during the study's duration.

3.1.3 Obtain Data / Baseline Conditions Analysis

The consultant will need to gather data from corroborating agencies – the SDDOT has previously completed 2 research studies on WVC mitigation strategies (SD2019-02 and SD2014-03), and the SDGFP, SDDPS, and FHWA have similar data to offer.

3.1.3.1 Obtain and review relevant studies that have been previously completed by the corroborating agencies of the SDDOT, SDGFP, SDDPS, and the FHWA.

3.1.3.2 Obtain and review relevant studies, best practices guidelines, and other documentation from other agencies (e.g. other state DOTs, GFPs, etc.).

3.1.3.3 Obtain and review all applicable ordinances and guidelines from corroborating agencies.

3.1.3.4 Gather base mapping data.

- 3.1.3.5 Identify locations with an overrepresentation of WVC based on collision history and potential WVC areas based on local knowledge.

Note: The SDDOT will provide all available historic collision data up to the year 2024.

- 3.1.3.6 Obtain and review data on the migratory patterns in groups of species that have been specified by the SAT.

Data available includes GPS movement data on pronghorn, mule and whitetail deer in Harding, Perkins, Corson, and Butte Counties, Pronghorn movements from east of the Missouri River from Campbell to Buffalo, and elk movements within the Black Hills.

- 3.1.3.7 Based on the data provided, identify additional data needs for this study.

3.1.4 Phase 1 Analysis

3.1.4.1 Identify WVC Hotspots

Using WVC and animal movement data, identify WVC hotspots on state highways based on WVC per mile.

3.1.4.2 Identify 'Unintended' Currently Existing Wildlife Crossings

Using animal movement data and the SDDOT's bridge and culvert inventory, identify culverts, underpasses, overpasses, and bridges that are likely to already be in use as wildlife crossings.

3.1.4.3 Identify the Top 100 WVC Locations

Using the data and initial analyses from task 3.1.2, categorize all WVC by type: animal type (elk, bighorn sheep, etc.), collision severity (Property Damage Only (PDO), fatal, incapacitating, non-incapacitating, or minor injury). Based on data from previous SDDOT studies and data provided by cooperating agencies, assign cost values to each characteristic listed above. Sort locations by overall societal cost. Societal cost is to be calculated using the crash severity type and the estimated economic value of wildlife killed in collisions.

At this point, the consultant will meet with the SAT to confirm the top 100 locations to move forward with all analyses that will be completed as part of this study.

3.1.4.4 Future No-Build Operations & Societal Costs

Using the WVC forecasts developed, the consultant team will conduct analyses of the identified 100-highest locations. The goal of this task is to establish the estimated societal cost per year that these 100-highest WVC locations will incur to the people of South Dakota should additional mitigation measures not be constructed.

Additional WVC locations may be added to the study at this stage if there is ample reason and concurrence from the SAT, and available budget to support the analyses of extra locations.

3.1.4.5 **Compile List of WVC Mitigation Strategies**

The consultant is to compile and develop a list of possible general WVC mitigation strategies based on research performed by the SDDOT, SDGFP, and FHWA, as well as strategies currently in use by agencies in other states. The consultant will work with the SDDOT and cooperating agencies to compile this list and associate each mitigation strategy with an expected measure of effectiveness for the mitigation of WVC for each species.

3.1.5 **Public Involvement Efforts (Entire Study)**

3.1.5.1 **Website**

The SDDOT will host a page for study information and comments on its own website. The consultant will provide materials to be provided on the website, including (but not limited to), recorded presentations, handouts, surveys, etc. The website shall remain active for at least six (6) months after completion of all tasks of this RFP to allow public access to the final documents. All public meeting notifications and public comment sheets should list the website address.

3.1.5.2 **Social Media**

The consultant shall coordinate and provide information for the SDDOT, GFP, and DPS's social media contacts to dispense to the public regarding public meeting announcements and the status of the study via each agency's social media accounts.

3.1.5.3 **Conduct Public Meetings**

The consultant team shall prepare and facilitate a minimum of two (2) virtual public meetings, using the virtual room developed by the SDDOT for this purpose. The first public meeting will be to gather input, and the second public meeting will be to present findings. Both public meetings will be held virtually. Public meeting dates will need to be determined at least one month before the date of each public meeting. The consultant shall also prepare a comprehensive written review of each meeting. The consultant will organize and provide public notice for review and approval before its publication to ensure the notice meets SDDOT requirements. At a minimum, publication of the notice shall occur twice in the Statewide Display Ad Network. The final proof from the publisher of the meeting notice shall be provided to SDDOT before publication. An Affidavit of Publication from the publisher will be required in the invoice for reimbursement. Packaging of advertising in both the printed newspaper and the newspaper's website should be considered. The SDDOT, GFP, and DPS shall be allowed to issue press releases based on the public notice and advertise the meeting on their websites.

3.1.5.3.1 **Phase 1 Public Meeting**

The public meeting for Phase 1 is expected to take place after *Task 3.1.3.3 Future No-Build Operations and Societal Costs*. The findings of the study up to this point will be presented to the public for consideration, review, and comment.

3.1.5.3.2 Phase 2 Public Meeting

The public meeting for Phase 2 is expected to take place after *Task 3.2.2 Prioritize Projects*. The findings of the study up to this point will be presented to the public for consideration, review, and comment.

3.1.5.4 Stakeholder Meetings

Hold at least one meeting in conjunction with each public meeting for either individuals or groups of stakeholders for those parcels and businesses directly affected by potential access changes caused by any of the options being analyzed.

3.1.5.5 Other

The consultant is encouraged by the study team to suggest other innovative means to involve more of the public, especially users of the corridor who do not have property and/or businesses directly impacted by any of the feasible scenarios.

3.1.6 Phase 1 Report

A report will be written summarizing the work and results of Phase 1. The report will consist of text and graphics assembled to communicate technical findings and identified locations to be analyzed further in Phase 2.

The top 100-highest WVC locations will be listed in this report, ranked by projected no-build future societal costs for easy reference. If additional locations were added, those locations will also be listed here, noting that they were added along with the reasoning as to why.

3.2 Phase 2: Evaluate Identified Locations for Feasible WVC Solutions

Phase 2 will address goals 3, 4, and 5 set forth by the grant agreement which is funding this study. The tasks below detail how this is to be done:

3.2.1 Estimated Measures of Effectiveness for High-Level Improvement Options

3.2.1.1 Expected Species Use

Not all mitigation measures will work for all species. Associate each mitigation measure with species that are expected to use it.

3.2.1.2 Effectiveness Measurements

Each mitigation measure is expected to have a different impact on the number of WVCs that will happen at a location. The consultant will associate each mitigation measure with a general measure of potential effectiveness: high, medium, and low.

3.2.2 Develop WVC Mitigation Strategies for Study Locations

The consultant will develop at least three (3) mitigation strategies – based on the

compiled list of general strategies from *Task 3.1.4.5* **Compile List of WVC Mitigation Strategies** – for each of the identified 100 study locations.

3.2.3 Cost Estimates Associated with High-Level Improvement Options

3.2.3.1 Construction Cost

The consultant will estimate the construction cost for each of the developed mitigation strategies for the current year.

3.2.3.2 Societal Costs

The consultant will estimate the yearly WVC for each of the developed mitigation strategies and the associated societal costs using the method and values developed in *Task 3.1.4.4* **Future No-Build Operations & Societal Costs**.

3.2.3.3 Future (2050) Build Analysis and Societal Costs

Based on the projected future WVC expected at each of the current 100-highest WVC locations, the consultant will rank the developed mitigation strategies at each location by combined construction, maintenance, and societal cost. These costs will be compared against the costs developed in *Task 3.1.4.4*. **Future No-Build Operations & Societal Costs**.

3.2.4 Prioritize Projects

The consultant will rank each of the 100-highest WVC locations along with the top three (3) mitigation strategies at each of the 100 locations based on a Benefit/Cost analysis, which should consider the estimated construction cost, maintenance cost, expected life of the improvement, and expected Societal Cost improvement compared to the no-build analysis and available mitigation strategies. Preliminary layouts for the top one (1) option will be included for each of the 100 locations.

3.2.5 Phase 2 Report

The findings of the study up to this point, including the responses from each public meeting, all developed methods for estimating and ranking WVC mitigation strategies, and recommendations will be written. The report will consist of text and graphics assembled to communicate the technical findings and recommendations.

The SDDOT will be able to publish the results of this study.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included in the proposal. The offeror's failure to submit such information may harm the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** Provide the following information related to at least three previous and current services/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP.
- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and 1 copy shall be submitted.
 - 5.1.1 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.) Offerors *may not* send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page-numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 **RFP Form.** The State's Request for Proposal form (1st page of RFP) completed and signed.
 - 5.2.2 **Executive Summary.** The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
 - 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Availability to the project locale;
 - 6.1.5 Familiarity with the project locale;
 - 6.1.6 Proposed project management techniques; and
 - 6.1.7 Ability and proven history in handling special project constraints.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of the proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest-ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

7.0 COST PROPOSAL

7.1 Cost Limit

The absolute maximum budget .is \$500,000. This limit is firm.

7.2 Prime Consultant Cost

Proposers are reminded that the prime consultant must be responsible for 51% of the work by cost.

7.3 Cost Proposal Format.

Proposers may submit multiple cost proposals if multiple alternatives or optional items are being proposed in the Technical Proposal. All costs related to the provision of the required services must be included in each cost proposal offered. The cost proposal shall show the estimated cost for the entire study by SDDOT fiscal year in a budget table. SDDOT's fiscal years run from July 1 through June 30. A separate budget table is required for activities exclusively related to Task 15, NEPA Activities. A sample budget table is shown below.

Item	FY2024			FY2025			Total
	Rate	Total Estimate Hours	Total Estimate Cost	Rate	Total Estimate Hours	Total Estimate Cost	
Salaries							
Name - Title or ID#	\$20.00	90	\$1,800.00	\$20.60	125	\$2,575.00	
Name - Title or ID#	\$18.00	45	\$810.00	\$18.54	50	\$927.00	
Name - Title or ID#	\$25.00	20	\$500.00	\$25.75	20	\$515.00	
Name - Title or ID#	\$15.00	10	\$150.00	\$15.45	10	\$154.00	
Name - Title or ID#	\$11.50	5	\$57.50	\$11.85	15	\$177.00	
Subtotal:			\$3,317.50			\$4,349.18	\$7,666.68
Fringe Benefits ¹			\$829.00			\$1,087.00	\$1,916.00
Overhead / Indirect Costs			\$2,654.00			\$3,479.00	\$6,133.00
Fixed Fee			\$680.00			\$892.00	\$1,572.00
In-State Travel			\$1,250.00			\$2,500.00	\$3,750.00
Out-of-State Travel			\$0.00			\$0.00	\$0.00
Equipment purchase ²			\$0.00			\$0.00	\$0.00
Expendable Supplies ³			\$350.00			\$710.00	\$1,060.00
Subcontracts			\$0.00			\$0.00	\$0.00
Computer Time ³			\$0.00			\$700.00	\$700.00
Report Publication ³			\$0.00			\$1,200.00	\$1,200.00
TOTAL			\$9,080.50			\$14,917.18	\$23,997.68

Notes:

1. May be included with Overhead / Indirect Costs, Must be in accordance with 48CFR part 31
2. Must be in accordance with 49 CFR Part 1B
3. Only if treated as a direct cost

If the proposal includes effort by subcontractors, a similar budget table shall also be included for each subcontractor in the cost proposal.

Out-of-state travel, which is defined as travel between the consultant's base and destinations other than South Dakota, must be identified separately. All travel between the consultant's home base and South Dakota should be recorded as in-state travel.

Indirect costs listed in the budget must be substantiated if and when the proposal is selected. Prior to the first contract payment, the successful proposer must submit documentation supporting the bases and rates used to calculate indirect costs by the prime contractor and each of the subcontractors. Examples of indirect cost schedule formats can be found in Chapter 9 of the *AASHTO Uniform Audit & Accounting Guide* located at: <http://audit.transportation.org/>.