



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention — protection — enforcement



WILDLAND FIRE
3305 West South Street
Rapid City, SD 57702
Phone: 605.393.8011
Fax: 605.393.8044
wildlandfire.sd.gov

Windmill Hazardous Fuels Reduction Project

STATE OF SOUTH DAKOTA

Department of Public Safety Wildland Fire
3305 W South Street, Rapid City, SD 57702

Windmill Hazardous Fuels Reduction Project

PROPOSALS ARE DUE NO LATER THAN 5/31/2024 3:30 PM MDT

RFP #: #24RFP10849

State POC: Adam Fritz

EMAIL: adam.fritz@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 purpose of this RFP is to solicit proposals from qualified contractors to perform hazardous fuels reduction treatment on approximately 88.25 acres of property located near Rapid City, SD, Section 1S Township 7E Range 16. SDWF contracts may be entered into with more than one contractor as a result of this RFP.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

SDWF is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is RFP #24RFP10849. 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	4/22/2024
Site Visit	5/2/2024
Site Visit	5/9/2024
Deadline for Submission of Written Inquiries	5/17/2024
Responses to Vendor Questions	5/24/2024
Proposal Submission	5/31/2024 at 3:30 PM MDT
Anticipated Award Decision/Contract Negotiation	6/4/2024

1.4 SITE VISITS

Site visits allow for a more accurate proposal to be submitted. Site visits will be held on the designated dates listed above with the Wildland Urban Interface (WUI) Technician, or designee, and contractor. All requests for site visits must be directed to the WUI Technician at 605.394.5203 or adam.fritz@state.sd.us and must be received a minimum two days prior to the proposed meeting date.

1.5 SUBMITTING YOUR PROPOSAL

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

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

An original and 3 identical copies of the proposal shall be submitted. **Proposals must be received by the WUI Technician no later than 3:30 PM MDT on 5/31/2024.**

All proposals must be signed, in ink or a certified digital signature, 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. Proposals may be sent via email to SD_WFFuels@stateofsouthdakota.onmicrosoft.com. **Emailed proposals must have the following subject line: Sealed Proposal Enclosed RFP#24RFP10849. Emailed proposals must be in PDF format.** If submitting the proposal via mail, the sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #24RFP10849
OPENING DATE 5/31/2024
Adam Fritz
South Dakota Department of Public Safety
Wildland Fire
3305 W South Street
Rapid City, SD 57702**

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 Secretary of Public Safety.

1.6 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 to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 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.

1.8 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.

1.9 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 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 pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.11 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to 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.

1.12 OFFEROR INQUIRIES

Contractors may make written inquiries by email concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Adam Fritz at adam.fritz@state.sd.us with the subject line "RFP #24RFP10849".

SDWF will respond to vendor inquiries via e-mail. All contractors will be informed of any inquiries and SDWF's response. Contractors 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. Contractors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.13 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 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.

1.14 LENGTH OF CONTRACT

The length of the contract will be for two years.

1.15 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.

1.16 DISCUSSIONS WITH CONTRACTORS (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 such time as 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 Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2** The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.3** The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.4** The State will make payment upon satisfactory completion of services. State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a state voucher. Progress completion invoices may be submitted, upon approval by State, at intervals of 10 acres. Projects that involve pile burning may be paid at 75% of the per acre cost and the remaining 25% upon completion of burn. Invoices must be submitted with GPS track(s). Payment will be made pursuant to the Prompt Payment Act (SDCL 5-26).
- 2.5** The State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the termination provision of the Agreement.
- 2.6** 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 and employees.
- 2.7** 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:

When applicable, 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.

- 2.8** The Contractor shall acknowledge and agree 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 State by Contractor in connection with its performance of services under this Agreement shall belong to and is the property of State and will not be used in any way by Contractor without the written consent of State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of State.
- 2.9** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.10** 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.

- 2.11** 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.

- 2.12** 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.
- 2.13** 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.
- 2.14** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.15** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.16** If the contracting party is not a natural person, evidence of authority granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity must be attached hereto as a condition precedent to any obligation by the State of South Dakota under the agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement shall be adequate proof of authority.
- 2.17** 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.
- 2.18** The Contractor certifies that neither 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. 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.
- 2.19** 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.
- 2.20** In the event that 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.

- 2.21 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 with respect to the subject matter hereof.

3.0 SCOPE OF WORK

The intent of this request is to obtain a contract to perform hazardous fuels reduction work on approximately 88.25 acres located at Section 1S Township 7E Range 16, Pennington County, SD (see attached map). The goal of the completed project is to mitigate the threat of wildfire through thinning. There will be an obligation for the contractor to devote individual attention per landowner, which may consist of determining areas of special concerns (privacy buffers and exclusion areas). During the cutting phase of the project, all current and prior insect infested trees within the area will be removed. Damaged and dead hardwood trees will be treated within the project. Salvage rights will be granted to the contractor to offset project costs. All material to be removed for biomass utilization will be at no cost to the landowner or SDWF. All material to be left on the project site must be justified in the submitted proposal. All slash not removed from the property will be treated by the contractor according to one of the following methods: chipping; mulching; grinding; piling and burning. Vendor must specify thinning slash disposal method in the submitted proposal. It is required that all work adhere to the State of South Dakota's Best Management Practices to minimize environmental impact. Equipment use and access to the project site will be the discretion of SDWF and landowner.

THINNING SPECIFICATIONS

- Dead standing trees (snags) will be removed. One snag per acre may be left for wildlife habitat.
- Hardwood trees will not be cut unless they are a hazard, significantly damaged, or are dead.
- All ponderosa pine 10" diameter at breast height (DBH) and smaller within 25' of a hardwood tree will be removed.
- To achieve the desired spacing and to promote forest health all broken top, split top, and otherwise unhealthy trees will be targeted first. The desired treatment will include the thinning of ponderosa pine, cedar, and juniper 10" DBH and smaller to an average spacing of 25' between trees (trunks).
- In a multi-aged stand, ponderosa pines 4" DBH and smaller will be referred to as replacement trees. Replacement trees will be thinned to achieve a 25' spacing between other replacement trees.
- Treatment of spruce will result in scattered groups of 5 to 15 trees with approximately 25' spacing between groups.
- Stumps will be cut flush to the ground, level with terrain.
- Ponderosa pine, spruce, cedar, and juniper will be limbed up to a minimum of 6 feet above ground level, not to exceed 1/3rd of the total tree height.
- Felled trees and limbs (thinning slash) as well as other previously downed material will be removed, chipped, or piled.
- Existing hand piles must be removed, chipped, or burned.
- Existing machine piles are not included in the scope of work unless authorized by South Dakota Wildland Fire (SDWF).
- Individual tree selection is not permitted.
- Trees within a manicured lawn will not be included in the project.
- Trees near structures, propane tanks, or power lines that require excessive costs, equipment, or time are not included in the project.
- It is recommended to create fresh slash every 4-6 weeks during periods of increased pine engraver beetle activity.

PILING SPECIFICATIONS

- Piles to be burned will be between 6 and 8 feet in diameter, and between 5' and 7' in height.
- Piles will not be constructed under the crown of any tree or on top of stumps.
- Piles will be constructed away from power lines/structures/other infrastructures.
- Burning of piles will be conducted by the contractor as conditions allow and under SDWF burn permit guidelines. See <https://wildlandfire.sd.gov/burnpermits/burnpermits.aspx> for more information.
- It is recommended to avoid creating piles from February 1 through June 30, due to forest health concerns.

CHIPPING/MULCHING/GRINDING

- Chips will be removed from the property or broadcast with a maximum chip depth not to exceed 4 inches.
- It is recommended to avoid chipping, mulching, and masticating operations from March 1st through September 1st, unless materials are hauled off site due to forest health concerns.

*** SDWF RESERVES THE RIGHT TO SUSPEND THINNING, CHIPPING, MULCHING OR MASTICTION ACTIVITIES AT ANY TIME DUE TO INSECT INFESTATION AND DISEASE CONCERNS.**

***PILES CREATED FOR CHIPPING OR REMOVAL WILL BE LOCATED IN AREAS AGREED UPON BY THE LANDOWNER, CONTRACTOR AND STATE.**

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that SDWF is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** Contractors 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 SDWF contact person indicated on the first page of this RFP. Contractors and their agents may not contact any state employee other than the SDWF contact regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Contractors and their agents who have questions regarding this matter should contact the SDWF contact person listed.
- 4.3** Provide the following information related to at least three previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
- 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 three (3) copies shall be submitted.
- 5.1.1** 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. SDWF's Request for Proposal form completed and signed.

5.2.2 Executive Summary. The one or two page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. 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 vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor'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.

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 (Note: scoring percentage indicated to the side of each item):

- a. Cost (per acre) – 25%
- b. Expertise of personnel – 10%
- c. Resources available to perform work – 5%
- d. Experience and proven history – 10%
- e. Availability to project – 5%
- f. Familiarity with project (site visit) – 10%
- g. Proposed method of performance and project management techniques – 20%
- h. Proposed project timeline – 5%
- i. Proposed biomass utilization – 10%

6.2 The factors listed in 6.1 are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any supplemental information which demonstrates how vendor satisfies and/or excels in each area of evaluation, including anecdotes of successful and reliable experience in past performances, detailed information related to the experience and qualifications, including education and training, of proposed personnel, and any unique capabilities and/or technical competence that will enable vendor to meet project requirements.

6.3 SDWF 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.

6.4 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.

- 6.4.1 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.
- 6.4.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.