

STATE OF SOUTH DAKOTA
Custer State Park, Department of Game, Fish & Parks
13329 US Hwy 16A
Custer, SD 57730

Pre-Commercial Thinning FY2024
PROPOSALS ARE DUE NO LATER THAN Noon, September 8, 2023

RFP #: 23RFP9084

State POC: Brandon Prehn

EMAIL: Brandon.Prehn@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)

This request for proposal is intended to provide information to interested persons that, as a supplement to the information from the published advertisement and tour of the offered unit(s), will enable them to prepare a proposal. The information contained in this request for proposal is essential to a good understanding for the work to be done.

Approximately 145.8 acres of pre-commercial thinning has been identified as needing completion. The goal of this project is to improve the residual stand for forest health and productivity, increase fire resistance, maintenance of wildland firefighting fuel breaks, and to improve wildlife habitat.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

Custer State Park is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Game, Fish, and Parks.

RFP Reference Number: 23RFP9084

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	August 22, 2023
Site Tour	August 29, 2023 at 9:00am MDT
Proposal Submission	September 8, 2023 by Noon MDT
Anticipated Award Decision/Contract Negotiation	September 13, 2023

1.4 SITE VISITS

A tour of the units will be conducted on **Tuesday, August 29, 2023**. The tour will depart the Custer State Park Office at 9:00am. The purpose of the tour is to show the location of work areas, boundaries, routes of travel that may be used, and to answer any questions that may arise. Participation in the tour is encouraged, but not required. Participants must provide their own transportation.

This Request for Proposal document is a pass that will allow you to enter Custer State Park and visit the thinning unit(s) without having to purchase a park entrance license. The request for proposal must be in your possession or in your vehicle while visiting the thinning unit(s).

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Custer State Park office by the date and time indicated in the Schedule of Activities.

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

An original and 1 identical copies of the proposal shall be submitted.

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. **Proposals should be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #23RFP9084
CSP PCT FY 24
PROPOSAL DUE September 8, 2023
STATE POC Brandon Prehn – Staff Forester
Custer State Park
13329 US Hwy 16A, Custer SD 57730**

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.

1.6 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 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.

1.11 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 Brandon Prehn at Brandon.Prehn@state.sd.us with the subject line CSP PCT.

Custer State Park will respond to 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 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

Anticipated length of this contract will be approximately 6 months from the date of signing. This proposal is for multiple units to be completed between the time period of October 1, 2023 and March 31, 2024. The parties may by mutual written agreement extend or renew this agreement under the same terms and conditions for different contract areas for up to three (3) one year periods.

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 such time as the award is completed.

1.16 PERFORMANCE BOND

As further guarantee of the faithful performance of the provisions of this contract, the Contractor shall deliver herewithin and agrees to maintain a performance bond of 10% of the contract amount before work can begin.

The performance bond can be used by Custer State Park to repair any damages caused by the Contractor that are not repaired in a timely manner.

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 date of signing and end on March 31, 2024, 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 \$_____. 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. 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.

C. 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 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.
- 2.13** 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.
- 2.14** 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 which 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 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.
- 2.17** 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 Brandon Prehn 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** 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.
- 2.19** 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 with respect to the subject matter hereof.

3.0 SCOPE OF WORK

- 3.1 Project Area:** The PCT units are located throughout Custer State Park. Area access maps show a more detailed route to access the cutting units with driving directions from the nearest major intersection. See attachments for location detail. Electronic, georeferenced maps are also available.

Attachment A – Vicinity Map

Attachment B – Area Access Maps

Attachment C – Orthophoto Unit Maps w/ Topographic Contour

- 3.2 Proposal Item(s) being offered:** 4 items are up for bid, totaling 145.8 acres. Bid item #1 consists of 5 separate slash piling units for a total of 31 acres. Bid item #2 includes approximately 58 acres of lop & scatter in two units located off of highway 16A. Bid item #3 is a group of 6 small (3 – 12 acres) lop & scatter units totaling 41 acres accessible from Badger Clark Road east of the Fire Station. Bid item #4 includes 2 lop & scatter units totaling approximately 16 acres off Caulkin's Draw Rd. The maximum cut DBH for bid item # 1.1 – 1.4 is 3 inches. Maximum cut DBH for unit 1.5 is 8 inches. For bid items #2 - #4 the maximum cut DBH is 5 inches. In total, 116.1 acres require slash to be lopped and scattered, and 29.7 acres require slash to be piled. See below for additional information.

Bid Item	Unit	Acres	Treatment	Slash Mgmt	Notes
1	1.1	1.4	Thin from below to 124 trees per acre (TPA); Piling existing down woody material	Piling	Begin cutting on weekday; Pile existing dead & down woody debris
	1.2	16.8			
	1.3	3.6			
	1.4	7.8			
	1.5	1.4	Remove all trees <= 8 inches	Piling/Lop & Scatter	Begin cutting on weekday; pile .17 ac near buildings; 5' pullback from fence
2	2.1	47.9	Thin from below to 538 TPA	Lop & Scatter	
	2.2	10.2	Thin from below to 250 TPA		
3	3.1	12.7	Thin from below to 538 TPA	Lop & Scatter	
	3.2	9.9	Thin from below to 302 TPA		
	3.3	3.9	Thin from below to 302 TPA		
	3.4	6.5	Thin from below to 538 TPA		
	3.5	4.4	Thin from below to 436 TPA		
	3.6	3.7	Thin from below to 302 TPA		
4	4.1	10.1	Thin from below to 436 TPA	Lop & Scatter	
	4.2	5.5			

Bid Item 1: 1.1 can be accessed via the east entry gate on US 16A. 1.2 is accessible from US 16A/Iron Mountain Road. 1.3 is accessible from US 16A near the park shop. 1.4 is accessible from US 16A near the Galena Divide. Unit 1.5 is accessible from a park road turnoff along SD 89, approximately 1.1 miles south of the SD 89 – SD 87 Intersection at Sylvan Lake.

Units 1.1 – 1.4 will be thinned from below to 124 TPA. The objective is to maintain the Fuel break along US 16A; In addition to piling green material, dead and down material will also be piled:

- Hanging deadfall should be severed from the stump and must be limbed so that boles are resting on the ground, all cut material < 4 inches in diameter must be placed on green piles.
- Dead and down material < 4 inches in diameter and at least 3 feet in length, or material < 4 inches in diameter and exceeding 18 inches in height must be limbed and placed on green piles.

Unit 1.5 will be clearcut to 8 inches within 20 feet of the water treatment lagoon fence. Slash along the northwest segment of fence should be piled (approximately .17 acres), and all other slash will be pulled back a minimum of 5 feet from the fence.

Bid Item 2: Unit 2.1 is accessible from a park road located on the south side of US 16A approximately .5 miles west of the east park entrance gate. Unit 2.2 is accessible from US 16A approximately .2 miles east of the park shop.

Bid Item 3: All units in bid item 3 are walk-in accessible from the east end of Badger Clark Rd.

Bid Item 4: Both units in bid item 4 are accessible from Caulkin's Draw Rd via Badger Clark Rd.

3.3 Boundaries: Unit boundaries consist of easily identifiable features (including but no limited to roads, streams, or abrupt changes in forest type). Flagging or paint will be used for areas where identifiable features are absent. The flagging and paint used is blue, excepting unit 1.5 (pink).

3.4 Roads: All paved, gravel & two-track roads shown on the maps should be passable with a two-wheel drive pick-up during moderately dry or frozen conditions. Four-wheel drive may be needed when rain or snow occurs. Minor improvements to roads or trails may be made at the contractor's option and with written approval of Custer State Park. All mapped roads or trails must always be kept free of slash and debris. The contractor will be responsible for repairing any damage to used roadways. This may include using a blade to fix ruts and repair water diversion structures.

Please note walk-ins and abandoned roads as identified on Unit Maps. Abandoned roads are based on the best available information, but potential contractors should verify access before bidding.

All gates associated with this contract will use locks that require a combination. This is available from the CSP office.

3.5 Operations: Unit information can be found in Table 1.

3.5.1 Cut Trees: Any Ponderosa Pine greater than 18 inches in height and up to the maximum cut DBH (see table 1).

Pine trees bent or broken as a result of snow load shall be cut. Also, trees that are not straight enough to produce at least one 10.5-foot log in the future shall be cut. The contractor will not be liable for understocked areas that occur due to cutting snow damaged trees.

Clearing around hardwoods is required in all units except unit 1.5. Pine trees up to the maximum cut DBH will be cut in a 30-foot radius from any aspen, oak or birch tree 10 feet in height or more.

3.5.2 No Cut Trees: Except unit 1.5, no hardwoods or spruce are to be cut. No pine greater than the maximum cut DBH (table 1) shall be cut. No trees marked with a Blue Diamond trail placard are to be cut.

3.5.3 Spacing: Assigned spacing (table 1) is to be used as a guideline only. Contractors will be expected to utilize the best trees available and achieve the correct number of trees per acre, regardless of tree spacing. However, in no case shall any pine tree under the maximum cut DBH be left closer than four (4) feet to any other tree greater than 18 inches in height that has been retained as a leave tree.

The effect of this treatment will be that in areas presently overstocked with trees greater than the maximum cut DBH, the contractor will have to cut all pine trees less than the maximum cut DBH and in doing so, come as close as possible to leaving the desired number of trees per acre without cutting any pine trees over the maximum DBH.

Spacing check plots with too many trees will not be considered overstocked if all pine trees less than the maximum cut DBH have been cut.

3.5.4 Cutting: The maximum angle allowed when cutting a tree is not to exceed 30%.

The Contractor may cut and yard material if they desire but it is not required.

Pushing trees over with machinery and then cutting them off will not be permitted. Trees may be cut with chainsaws, feller shears or saw heads, brush saws, or other mechanized equipment so long as excessive damage to the residual stand or soils does not result. The use of equipment other than chainsaws or brush saws to fell trees must be approved in writing by Custer State Park.

Once a cut has been made; the tree must be felled. No trees can be left standing with partial cuts.

3.6 Request for Commencement: A request for commencement must be submitted and approved in writing before operations can begin.

3.7 Slash Disposal: The term "slash" means all debris resulting from tree felling. Slash includes damaged trees that are not designated for removal in this project. A damaged tree is one that is larger than 1 inch in DBH and

- Has the top knocked out, or
- Leans more than 10 degrees, or
- Has less than one-half of its original limbs, or
- One with approximately 50% of the bark removed from the circumference of the bole.

3.7.1 Lop and Scatter: Lop and scatter units require all limbs be severed from the bole of the tree and the bole must not be suspended above the ground. The bole of the tree must be bucked into lengths not to exceed 6 feet. Slash depth cannot exceed 18 inches.

Any machine treatment of slash must be followed up (if necessary) with saw brushing to achieve the stated slash depth. The use of heavy equipment may be limited if excessive damage to the residual stand or soil results.

No slash is allowed to lie under powerlines, or in powerline rights-of-way (10 feet on either side of line). Any slash that falls under a powerline or ROW must be pulled outside and spread out. No slash can be within 5 feet of a marked trail. See 3.11 Powerline & Hiking Trail Protections.

3.7.2 Slash Piling: Slash piling units require that all thinning slash be piled for burning by Custer State Park. Slash piles must be a minimum of 6 feet in diameter, and at least 4 feet in height. Not to exceed 5 feet in height. The maximum length for any piece is 6 feet. Limbs must be cut from boles before piling. Piles must be constructed in a stable manner, parallel to the slope direction.

- Slash piles cannot be placed under the canopy of existing, overstory trees
- Slash piles cannot be placed in stream channels, wetlands, or marshy areas.
- Slash piles should be placed equal distance from green leave trees.
- Slash piles cannot be placed adjacent to a leave tree.
- Slash piles cannot be placed within 15 feet of a paved/gravel roadway
- Slash piles cannot not be placed on stumps or downed woody material.
- Slash piles cannot be within 10 feet of a powerline ROW.

3.8 Operations Plan: An operations plan must be completed and submitted with the proposal. The operations plan should include at least the following items:

- Equipment to be used
- Estimated Production & Start Date
- Estimated time needed to complete the project
- Identify the primary contact for the project

The operations plan should be as thorough as possible. If the offeror is selected to complete the contract, they will be expected to use the equipment and methods described in the operations plan. Custer State Park must approve of the machinery being used and any alterations (i.e. Constructed skid trails, etc.) that may be necessary to facilitate removal.

3.9 Inspection and Payment: Regular inspections (at least once weekly) will be made and will consider such things as:

- Tree removal
- Slash depth & Pile creation
- Clearing around hardwood trees
- Damage to leave trees
- Roads & trails kept free of debris
- Protection of improvements

Progress or partial payments may be obtained upon the completion of work on 20-acre increments, or more. Ten percent of all payments will be held back as security against

unsatisfactory completion of the unit; until work on the entire unit has been completed and inspections show the work has been completed satisfactory.

Payments will not be made for partial completion of work, such as cutting but not brushing.

Custer State Park will make a 1% reduction in contract value for each day by which the contractor exceeds his contract completion date (plus weather extensions), with an automatic termination for breach of contract at 10 days overdue.

Before work is completed the average number of acceptable leave trees per acre shall be within \pm 10% of the stated desired number of leave trees per acre. This will be determined by a series of spacing check plots. No more than 10% of these plots may indicate a tree density in excess of the 10% variance. Overstocked unit will be re-worked to bring the number of leave trees/acre into the specific range.

Every 1% of machinery-damaged trees in excess of 3% of the target leave tree per acre will result in a 1% reduction in contract price.

3.10 Stream Course Protection: Unless otherwise agreed, the following measures shall be observed to protect stream courses. Contractor's operations shall be conducted to prevent debris from entering stream courses. In the event the Contractor causes debris to enter a stream course, in an amount which may adversely affect the natural flow of the stream, water quality or fishery resource, the Contractor shall remove such debris as soon as practicable, but not to exceed 48 hours; and in an agreed upon manner that will cause the least amount of damage to the stream course. The Contractor is not allowed to cross any stream with their equipment unless a suitable crossing is agreed upon by Custer State Park.

3.11 Powerline & Hiking Trail Protection: No slash is allowed to be left within powerline ROW or left under powerlines. Powerlines are denoted on the unit maps to the best of CSP's knowledge.

Hiking trails are denoted on the unit maps and are identified in the field with Blue Diamond placards. No slash is to be left within 5 feet of identified trails. No tree having a Blue Diamond placard is to be cut, removed, or otherwise damaged.

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 with the proposal. The offeror's failure to submit such information may cause an adverse impact on 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** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.

- 4.4** Provide the following information related to at least three previous and current service/contracts, performed by the offeror'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 1 copy shall be submitted.

5.1.1 In addition, the offeror can 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 with labels for the following headings:

5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.

5.2.2 **Executive Summary.** A one or two page executive summary 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 **Operations Plan.** 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 Cost
 - 6.1.2 Operations Plan
 - 6.1.3 Experience and Reliability
 - 6.1.4 Expertise of Personnel
- 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 which 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 from 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 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.
 - 6.5.3 Award will be made on a bid item basis.

7.0 COST PROPOSAL

The proposal amount that shall be entered on the attached proposal form shall be a **per acre** price for each bid item.

Offerors may qualify their offer to (1) limit the total number of acres or dollars or (2) require a minimum of acres or dollars on which they will be obligated to accept a contract. Offerors desiring to qualify shall do so on the attached proposal form.

Bid item price for each item offered shall be shown on the proposal form. A total shall be entered in the Amount column of the proposal form for each item offered. In case of discrepancy between an item price and extended price, the item price will be presumed to be correct.

PRE-COMMERCIAL THINNING BID FORM

Bid Item #	Schedule of Bid Items	Acres	Acre Price (\$)	Amount Total (\$)
1	Pre-Commercial Thinning Units 1.1 – 1.5	31.0		
2	Pre-Commercial Thinning Units 2.1 & 2.2	58.1		
3	Pre-Commercial Thinning Units 3.1 – 3.6	41.1		
4	Pre-Commercial Thinning Units 4.1 & 4.2	15.6		
Totals		145.8		

Offerors may qualify their offer to (1) limit the total number of acres or dollars or (2) require a minimum of acres or dollars (\$) on which they will be obligated to accept a contract. Offerors desiring to qualify shall complete the following statement:

My offer is qualified to the extent that the total number of acres awarded to me shall not exceed / must be at least (circle one) _____ acres or a dollar amount of \$_____; however this limitation shall be equal to the total number of acres in one or more complete bid items.

By submission of this offer, the offeror certifies that the prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor; and that no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit an offer for that purpose of restricting competition.

Contractor's Name: _____

Signature: _____ Date: _____

PRE-COMMERCIAL THINNING UNIT DETAILS

Table 1:

Bid Item	Unit	Total Acres	Trees per Acre ¹	Average DBH ¹	Average Cut TPA ¹	Average Leave TPA ²	Average Leave Tree Spacing ³	Maximum Cut DBH	Average % Slope	Cut Spruce	Cut Around Hardwoods ⁴	Notes
1	1.1	1.4	3143	7.6	3019	124	19	3	29	No	Yes	Piling
	1.2	16.8	3349	3.2	3225	124	19	3	14	No	Yes	Piling
	1.3	3.6	1552	3.5	1428	124	19	3	17	No	Yes	Piling
	1.4	7.8	537	6.0	413	124	19	3	17	No	Yes	Piling
	1.5	1.4	1409	3.1	1409	0	/	8	16	Yes	No	Pile .17 ac near buildings; 5' pullback from fence
2	2.1	47.9	1369	4.1	831	538	9	5	18	No	Yes	
	2.2	10.2	1552	3.5	1302	250	13	5	34	No	Yes	
3	3.1	12.7	1717	3.4	1179	538	9	5	39	No	Yes	
	3.2	9.9	1717	3.4	1415	302	12	5	31	No	Yes	
	3.3	3.9	1064	4.4	762	302	12	5	36	No	Yes	
	3.4	6.5	1064	4.4	526	538	9	5	21	No	Yes	
	3.5	4.4	1064	4.4	628	436	10	5	28	No	Yes	
	3.6	3.7	1064	4.4	762	302	12	5	24	No	Yes	
4	4.1	10.1	691	4.3	255	436	10	5	31	No	Yes	
	4.2	5.5	691	4.3	255	436	10	5	35	No	Yes	

¹ This is an estimate

² The contractor must come as close to the specified number of leave trees per acre without cutting any pine trees larger than the respective max cut DBH.

³ Average leave tree spacing is a guide only. The correct number of trees must be left regardless of individual tree spacing. However, in no case shall any pine tree less than the maximum cut DBH be left closer than 4 feet to any other pine greater than 18 inches in height that has been retained as a leave tree. **Note:** Large groups of deficient quality trees, for example snow bend or breakage, may require the contractor to cut in excess of the desired leave trees per acre in a given area.