

**STATE OF SOUTH DAKOTA
BUREAU OF INFORMATION AND TELECOMMUNICATIONS
1302 E HIGHWAY 14, PIERRE, SD 57501**

**TOWER INSPECTION AND CATHODIC PROTECTION INSTALLATION SERVICES
PROPOSALS ARE DUE NO LATER THAN NOVEMBER 29, 2023**

RFP #: #23RFP9293

State POC: Todd Dravland

EMAIL: todd.dravland@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 State of South Dakota, Bureau of Information and Telecommunications (BIT) is seeking a qualified contractor to perform inspections on guyed, self-support, and/or monopole towers across South Dakota. Select towers will require the excavation, inspection, and re-burial of anchor points. Select towers will require the installation of Anchor Guard cathodic protection systems. BIT is seeking written reports and photographs of performed inspections with recommended courses of action to resolve discovered issues.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

BIT is the issuing office for this document and all subsequent addenda relating to it on behalf of the State of South Dakota. The reference number for the transaction is RFP #23RFP9293. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

All interested Contractors are requested, but not required, to submit a **Letter of Intent** to respond to this RFP.

The letter of intent should be received by no later than November 16, 2023, 5 PM CT. If submitted by mail, the envelope should be addressed to:

Tower Inspection and Cathodic Protection RFP#23RFP9293
Bureau of Information and Telecommunications
1302 E Highway 34
Pierre, SD 57501

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted via email at todd.dravland@state.sd.us. Please place the following in the subject line of your email: **"Letter of Intent for RFP #23RFP9293."**

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	November 9, 2023
Letter of Intent and Contractor Questions Due	November 16, 2023, 5 PM CT
Responses to Contractor Questions	November 21, 2023
Proposal Submission	November 29, 2023, 5 PM CT
Anticipated Award Decision/Contract Negotiation	December 5, 2023

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received 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 two identical copies of the proposal must 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 #23RFP9293
PROPOSAL TITLE – TOWER INSPECTION AND CATHODIC PROTECTION
DUE NOVEMBER 29, 2023, 5 P.M. CT
BUYER: BUREAU OF INFORMATION AND TELECOMMUNICATIONS
ATTENTION: STATE RADIO COMMUNICATIONS
ADDRESS: 1302 E HIGHWAY 14 PIERRE, SD 57501

No proposal will be accepted from, or no contract or purchase order will 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 Contractor 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 Contractor is unable to certify to any of the statements in this certification, the bidder must 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 Contractor 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 Contractor 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

The Contractor (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, the Contractor 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 Contractor 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 CONTRACTOR INQUIRIES

The Contractor 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 Todd Dravland at Todd.Dravland@state.sd.us with the subject line "RFP # #23RFP9293".

The State will respond to Contractor'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. 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 Contractor(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. Contractors 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 this contract will not exceed one year from the date of last signature.

1.15 GOVERNING LAW

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

1.16 DISCUSSIONS WITH CONTRACTORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a Contractor 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 Contractors. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Contractor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal will be evaluated, and each respondent will 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 Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated in this Agreement.
- 2.2** The Contractor's services under this Agreement will commence on _____ and end on _____, unless sooner terminated pursuant to the terms of this Agreement.
- 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, will obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

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

D. Workers' Compensation Insurance:

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

Before beginning work under this Agreement, The Contractor will furnish the State with properly executed Certificates of Insurance which will 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 will provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. The Contractor will furnish copies of insurance policies if requested by the State.

- 2.7** While performing services under this Agreement, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** The Contractor will 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 the Contractor or the State to liability. The Contractor will report any such event to the State immediately upon discovery.

The Contractor's obligation under this section will 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. The Contractor's obligation to report will 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 will not excuse or satisfy any obligation of the 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 upon thirty (30) days' written notice. In the event the Contractor breaches any of the terms or conditions of this Agreement, 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 the Contractor at the time of termination may be adjusted to cover any additional costs to the State because of the 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 the Contractor it is determined that the Contractor was not at fault, then the Contractor will 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 will be expressly identified as a part this Agreement, and be signed by an authorized representative of each of the parties.
- 2.12** This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will 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 in this Agreement 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** The Contractor 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 will 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 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 the 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** By signing this Agreement, the Contractor certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, 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 terminate this Agreement. During the term of this Agreement, if the Contractor no longer complies with this certification, the Contractor agrees to provide immediate written notice to the State and agrees such noncompliance may be grounds for termination of this Agreement.
- 2.18** Any notice or other communication required under this Agreement will be in writing and sent to the address set forth above. Notices will be given by and to BIT Commissioner on behalf of the State, and by Project Manager/Owner 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 will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.19** In the event that any court of competent jurisdiction will hold any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- 2.20** 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 in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

3.0 SCOPE OF WORK

BIT seeks a qualified, licensed contractor to inspect twenty-six (26) guyed, self-supported, and monopole towers across South Dakota. Select towers will require the excavation, inspection, and re-burial of anchor points. Select towers will require the installation of Anchor Guard cathodic protection systems.

All work must be completed by licensed, certified tower climbers and inspectors. All tower certifications must be up to date when completing the work.

Upon completion, the Contractor will provide written reports and photographs of performed inspections to BIT along with the recommended course of action to resolve discovered issues.

Before beginning tower work, the Contractor will perform the following Tower Inspection Checklist:

General:

- If there are immediate tower or anchor concerns that need to be addressed, the Contractor must contact BIT/State Radio Engineering immediately for a decision on the corrective action. The Contractor will take pictures of the issue and send the pictures to the BIT/State Radio Engineering. BIT must provide approval before the Contractor can begin work to address the concerns.
- Any immediate corrective action deemed necessary by the Contractor with the approval of the tower owner will be at the tower owner's additional expense, billed on a time and materials basis. The Contractor will provide the amount to the tower owner's representative for approval before work begins.
- The Contractor must not use sub-contractors for any work.
- The Contractor will visually inspect the tower structure, guy wires, and anchor points (no digging) and address any safety concerns or hazards before proceeding with any work.

Tower Inspection work:

- The Contractor will mobilize a two-person tower crew and all necessary tools/equipment to the job site(s).
- The Contractor will perform an initial check of plumb and tension measurements for each tower and document those readings. The Contractor will also note the condition of all guy wire preforms or guy wire hardware clamps, turnbuckles, turnbuckle safety cables, turnbuckle attachment pins and cotter key keepers, thimbles, fan plates, and ice protection equipment.
- The Contractor's tower crew will climb the tower and inspect all tower members, bolts and hardware, antennas, mounts and hardware, antenna feedlines and feedline mounting hardware, feedline connectors for proper sealing of connector junctions, and feedline grounding. The Contractor's tower crew will check moisture weep holes, if applicable.
- The Contractor will visually inspect safety climb cables, hardware, and attachments, if applicable.
- The Contractor will perform a visual inspection of Federal Aviation Administration (FAA) lighting for proper function and verify the proper operation of the photocell.
- The Contractor will visually inspect the overall site condition.
- The Contractor will document all work, in writing and with pictures, for all inspection items above.
- The Contractor will provide a detailed written report with accompanying pictures within 30 days of the completion of the tower site inspection work.
- The Contractor will clean up and remove all unwanted trash and debris accumulated during the inspection.

Anchor Inspection work:

- The Contractor will mobilize a two-person tower crew and all necessary tools and equipment to the job site(s).
- The Contractor will connect a safety chain to the guy wire anchor fan plate back to a suitable, substantial anchor such as a vehicle or anchoring device before beginning anchor shaft excavation, so that if there are any anchor shaft issues, the safety chain and anchoring device will hold the tower in place.
- The Contractor will excavate around anchor shaft down to the concrete anchor block, inspect, and notify BIT/State Radio Engineering staff of any immediate issues at the anchor points.

- Upon completion of excavation and inspection, the Contractor will backfill soil around anchors and anchor concrete block in 18" lifts with compaction for each lift. The Contractor must backfill the soil to the same level or slightly higher than the surrounding soils.
- The Contractor will provide written documentation and photos to provide complete details of each anchor point.

Anchor Guard work:

- The Contractor will mobilize a two-person tower crew and all necessary tools and equipment to the job site(s).
- At the tower sites where anchor guard systems need to be installed for anchor corrosion protection, the Contractor will procure and install anchor guard systems.
- The Contractor will document and provide initial readings of anchor guard systems in a written report to BIT.
- The Contractor will clean up and remove all unwanted trash and debris that was accumulated during the civil work and installation of the anchor guard systems.

All inspections and reports should be completed, submitted, and invoiced before June 1, 2024.

The below list includes the site name of the towers involved in this request and their locations. Inspections and reports are required at all locations. Additional work required is listed next to select sites.

Site Name	Address	Height	Tower Type	Tower Inspection Needed	Anchor Inspection Needed	Install Anchor Guard	Additional Work Required
Aberdeen	1 Mile West of Junction of Hwy 281 & Hwy 12 Aberdeen, SD 45.455333, -98.529667	250'	Guyed	Yes	No	No	
Billsburg	15 Mile N Highway 73 10 Mile S 73/3 Philip, SD 44.264849, -101.665814	300'	Guyed	Yes	No	No	
Bowdle	2 Mile North Junction Hwy 12 and 47 Bowdle, SD 45.482, -99.646	330'	Guyed	Yes	Yes	No	Check and report Anchor Guard readings
Brookings	3421 46th Ave Brookings, SD 44.347222, -96.729722	190'	Guyed	Yes	Yes	Yes	
Castle Rock	21 Miles North of Newell Newell, SD 45.002528, -103.456972	400'	Guyed	Yes	Yes	No	
Crandall	Highway 20 Exit 1 Mile E 1 Mile N, 4 E Crandall, SD 45.181986, -97.885167	250'	Guyed	Yes	No	No	
Edgemont	11689 Rocky Ford Rd, Custer, SD 43.303277, -103.713843	180'	Guyed	Yes	Yes	No	
Huron	500 SW Lincoln St Huron, SD 44.3599564, -98.2337011	210'	Guyed	Yes	No	No	
Iona	5 Miles South of Iona on Highway 47 Iona, SD 43.507785, -99.457431	300'	Guyed	Yes	No	No	
Ipswich	45.426892, -99.030683	300'	Guyed	Yes	No	No	
McPherson	11444 355th Ave Leola, SD 45.72775, -99.096417	180'	Guyed	Yes	No	No	
Miller	Highway 45 14 Miles S 4 Miles W Miller, SD 44.311648, -99.060165	450'	Guyed	Yes	No	No	
Mitchell	1300 S Ohlman St Mitchell, SD	180'	Guyed	Yes	No	No	

	43.696761, -98.045661						
Mt. Coolidge	43.745262 -103.48117	325'	Guyed	Yes	No	No	
Pierre	1304 E Highway 14 Pierre, SD 44.3828771, -100.343448	190'	Monopole	Yes	No	No	Inspect and report on anchor bolts to concrete pier connections
Ridgeview	7 Miles West of Ridgeview Ridgeview, SD 45.031322, -100.905304	300'	Guyed	Yes	No	No	
Shadehill	12099 SD Highway 73 Bison, SD 45.6469223, -102.1714952	190'	Guyed	Yes	No	No	
Slim Buttes	12795 N End Rd Reva, SD 45.548075, -103.183653	150'	Self-Support	Yes	No	No	Check concrete piers and hardware
Sly Hill	44.424001, -103.513298	180'	Self-Support	Yes	No	No	Check concrete piers and hardware
Summit	6 Mile N 1.5 Mile W of Summit Summit, SD 45.398077, -97.065009	100'	Guyed	Yes	Yes	Yes	
Terry Peak	3 Miles W of Highway 14A/85 Lead, SD 44.327028, -103.836056	200'	Guyed	Yes	Yes	No	Visually inspect and report on anchors in rock
Toronto	2 Miles North of Toronto Toronto, SD 44.600786, -96.643702	300'	Guyed	Yes	Yes	Yes	
Turkey Ridge	2 Miles East of Highway 18/81 Junction Turkey Ridge, SD 43.243269, -97.377426	200'	Guyed	Yes	Yes	Yes	
Webster	45.342444, -97.526417	300'	Guyed	Yes	No	No	
Willow Creek	18 Mile W Highway 14/34 3/4 Mile S of Fort Pierre Fort Pierre, SD 44.377017, -100.630672	400'	Guyed	Yes	No	No	

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The Contractor is cautioned that it is the Contractor'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 Contractor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Contractor's Contacts:** 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 buyer of record indicated on the first page of this RFP. Contractors 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. Contractors 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 service/contracts, performed by the Contractor'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 two (2) copies shall be submitted. Contractors are required to provide an electronic copy of their response. The electronic copy should be provided in DOCX or in PDF format, including all attachments, in Microsoft Word or PDF electronic format. The submission must be delivered as indicated in Section 1.5 of this document.
- 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 Contractor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Contractor. 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 Contractor's assessment of the work to be performed, the Contractor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Contractor'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. Contractors 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 Contractor's organization are considered subjectively in the evaluation process. Therefore, the Contractor 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 Contractor to perform the requirements of this RFP, whether from the Contractor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Contractor 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** Contract award will be made on a site-by-site basis. The State reserves the right to make multiple contract awards made in response to this procurement based on the proposal for each site.
- 6.6 Award:** The requesting agency and the highest ranked Contractor will mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.6.1 If the agency and the highest ranked Contractor 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.

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

7.0 COST PROPOSAL

The Contractor must provide a written proposal of all costs involved for the work being provided. The costs for each tower location should be provided individually. The costs for labor, materials, and travel will be listed separately for each tower location.

Cost will be evaluated independently from the technical proposal. Contractors may submit multiple cost proposals. Contractors may submit a separate cost proposal for each different proposed solution or multiple cost proposals per solution. A complete description of each cost proposal, and any assumptions and variables must be provided. All costs related to the provisioning of the required services must be included in each cost proposal offered.

The Contractor will submit a statement in the cost proposal that attests to the Contractor's willingness and ability to perform the work described in this RFP for the price being offered.