

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Bridge Inspection, Bridge Load Rating and Bridge Rehabilitation Design Services for Structures
on US 16A in Pennington County

PROPOSALS ARE DUE NO LATER THAN 10/13/2017

RFP #: 1096

BUYER: Todd Thompson

EMAIL:

Todd.Thompson@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit proposals for bridge inspection, bridge load rating and bridge rehabilitation design and plan preparation services for two structures in Pennington County.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Transportation, Division of Planning and Engineering, Office of Bridge Design, is the issuing office for this document and any subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Transportation. The reference number for the transaction is RFP #1096. This number must be referred to on all proposals, correspondence, and documentation relating to this RFP.

1.3 LETTER OF INTENT

All interested offerors must submit a letter of intent to respond to this RFP.

The letter of intent must be received in the Department of Transportation, Division of Planning and Engineering, Office of Bridge Design by no later than September 15, 2017. If submitted by mail, the envelope must be addressed to:

South Dakota Dept. of Transportation
Office of Bridge Design
Attention: Todd Thompson
700 Broadway Ave E
Pierre, SD 57501

Be sure to reference the RFP number in your letter.

The letter of intent may be submitted to Todd Thompson via email at todd.thompson@state.sd.us. Please place the following in the subject line of your email: **“Letter of Intent for RFP 1096”**.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	09/01/17
Letter of Intent to Respond Due	09/15/17
Deadline for Submission of Written Inquiries	09/22/17
Responses to Offeror Questions	10/06/17
Proposal Submission	10/13/17
Oral Presentations/Discussions (if required)	10/27/17
Anticipated Award Decision/Contract Negotiation	11/03/17

1.5 SUBMITTING YOUR PROPOSAL

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

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

An original and five (5) identical copies of the proposal must be submitted.

The cost proposal must be in a separate sealed envelope and labeled “Cost Proposal”.

All proposals must be signed, in ink, by an officer of the offeror legally authorized to bind the responder to the proposal, and sealed in the form intended by the offeror. Proposals that are not properly signed may be rejected. 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 #1096
PROPOSAL DUE 10/13/2017
BUYER Todd Thompson
SD Department of Transportation
700 Broadway Ave E
Pierre, SD 57501-2586**

All capital letters and no punctuation are used in the address. The Department of Transportation address as displayed should be the only information in the address field.

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 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 offeror will attach an explanation to its proposal.

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 its proposal, the offeror certifies it does not discriminate in its employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin, or disability.

1.8 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 RFPs will be considered.

1.9 OFFEROR INQUIRIES

Offerors may make written or 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. Email inquiries must be sent to Todd Thompson at todd.thompson@state.sd.us with the subject line "RFP #1096". If inquiries are submitted by mail, the envelope should be addressed to: Todd Thompson, South Dakota Department of Transportation, 700 E Broadway Ave, Pierre, SD 57501-2586. Be sure to reference the RFP number in your letter.

The South Dakota Department of Transportation prefers to respond to offeror's inquiries (if required) via email. If an offeror does not provide an email address, the Department of Transportation's response will be sent via fax. If no fax number is provided, the Department of Transportation will mail the response to the offeror. All offerors will be informed of any inquiries and the Department of Transportation's response. 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.

1.10 PROPRIETARY INFORMATION

The proposal of the successful offeror becomes public information. Proprietary information can be protected under limited circumstances, such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. 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 Department of Transportation. All materials submitted become the property of the State of South Dakota and may be returned only at the Department of Transportation's option.

1.11 LENGTH OF CONTRACT

The contract will begin November 10, 2017, and end December 30, 2020.

1.12 GOVERNING LAW

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

1.13 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 Department of Transportation. However, the Department of Transportation 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 will be evaluated, and each offeror will be available for negotiation meetings at the Department of Transportation's request. The Department of Transportation reserves the right to negotiate on any 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 to the Agreement as Section 3 of the RFP and by this reference incorporated in the Agreement.
- 2.2** The Contractor's services under this Agreement will commence on _____ and end on _____, unless sooner terminated pursuant to the terms of the 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 the 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 will indemnify the State, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under the Agreement. 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** Before the Contractor begins performance under the Agreement, the Contractor will furnish to the State the following certificates of insurance and assure the insurance is in effect for the life of the Agreement:
 - 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 the Agreement or be no less than \$2,000,000.00.
 - 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.

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 will 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 the Agreement, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

No employee of the Contractor engaged in the performance of services required under this Agreement will be considered an employee of the State. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the Contractor will be the State's obligation or responsibility.

- 2.8** The Contractor will report to the State any event encountered in the course of performance of the 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 (such as 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** Either party may terminate the Agreement by giving thirty (30) days' written notice to the other. If the Contractor breaches any of the terms or conditions of the Agreement, the 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 the 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** The 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, the Agreement may 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 of the 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 the 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 the 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 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 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 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, 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** 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 _____ on behalf of the State, and by and to _____, 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 must be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** If any court of competent jurisdiction holds any provision of the Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of the Agreement.
- 2.19** All other prior discussions, communications, and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically

provided in the Agreement, the Agreement constitutes the entire agreement with respect to the subject matter.

3.0 Scope of Work

3.1 GENERAL

The intent of the work is to develop bridge rehabilitation plans to preserve the service life of these two structures. The Contractor will provide services for the bridge inspection, bridge load rating, and bridge design engineering and plans production services for two structures on US 16A. A more detailed description of the structure locations and types are as follows:

- Structure Number 52-308-411 US 16A W over US 16 E interchange located in Section 31– T1S – R6E. The existing structure is a 3-Span 170'-0" Glulam Timber Girder Bridge that was constructed in 1968.
- Structure Number 52-308-412 US 16A E over US 16A W interchange located in Sections 31– T1S – R6E. The existing structure is a single span 290'-0" Glulam Timber Arch Bridge that was constructed in 1968.

The tasks associated with the scope are briefly summarized as follows:

1. Review existing structure plans and structure inspection reports.
2. Perform NBI and NBE bridge inspections. The contractor shall provide traffic control and any necessary access to perform the inspections.
3. Perform bridge load ratings including HS20, 3 SD Legal Trucks, NRL and SHVs, and Emergency Vehicles.
4. Provide bridge inspection and load rating reports.
5. Recommend necessary repairs and/or preservation work.
6. Prepare bridge rehabilitation design and plans for letting and construction.
7. Provide updated bridge load rating based upon rehabilitation plans produced.
8. Approve shop plans and provide technical assistance during construction.
9. Recommend future preservation activities and schedule to preserve and maintain the structures.

The Contractor will give the SDDOT two (2) weeks advance notice prior to beginning work.

3.2 BRIDGE INSPECTOR QUALIFICATIONS

Bridge Inspection Team Leader(s) performing the bridge inspections will be qualified to be a bridge inspection team leader as defined by the "National Bridge Inspection Standards" in Title 23 of the Code of Federal Regulations, Part 650, Subpart C, Section-650.309 "Qualifications of Personnel."

3.3 INSPECTION & DESIGN

3.3.1 BRIDGE INSPECTION REPORT

The Contractor will assemble the findings of the NBI and NBE inspections in written reports. The reports will each be signed and stamped by a Professional Engineer registered in the State of South Dakota. Each bridge will have a separate report. The Contractor will submit to the ENGINEER one stamped copies of each bridge's final report together with an electronic version in PDF format.

Each report will contain original color photograph prints or digital images (jpg format). Photocopies of photographs will not be acceptable.

The Contractor will submit a draft final report to the SDDOT for review two (2) weeks prior to submitting the final report.

3.3.2 BRIDGE LOAD RATING REPORT

The contractor will load rate both structures, in accordance with the AASHTO "Manual for Bridge Evaluation", with the latest interim(s) published at the time the contract is executed. The contractor will analyze the AASHTO HS20 vehicle for Inventory and Operating load levels. The contractor will also analyze the three SD legal trucks, notional rating load and four specialized hauling vehicles, and the two emergency vehicles at Operating load levels. The contractor will submit a copy of the rating analyses, including any computer output if applicable, to the SDDOT for review two (2) weeks prior to submitting the final bridge load rating report. The contractor will provide a separate summary table of all load ratings.

3.3.3 BRIDGE REPAIR/PRESERVATION RECOMMENDATIONS REPORT

The contractor will summarize findings based upon plans, bridge inspection findings, and bridge load ratings and recommend to SDDOT necessary items that require repair or preservation activities to ensure the SDDOT can meet or exceed the service life of the structures. The Contractor will submit a draft final report to the SDDOT for review four (4) weeks prior to submitting the final report.

The SDDOT will approve the final report and proposed activities four (4) weeks after the final report is submitted.

3.3.4 BRIDGE REPAIR/PRESERVATION DESIGN AND PLANS PRODUCTION

Prior to the contractor starting design services, a site inspection will take place with the contractor and the SDDOT. Contractor shall notify SDDOT two (2) weeks prior to the site inspection.

The contractor will perform preliminary structure design plans and drafting. The contractor will submit 30%, 90% and 95% completed plans for review by the SDDOT. 30% and 90% completed plans will be reviewed internally in the Office of Bridge Design. 95% completed plans will be the Department Review prior to plans being distributed to bid letting. Contractor will address all SDDOT comments and revise plans based upon these reviews. Bluebeam will be the software used to facilitate plans review.

The contractor will review any shop plans for fabricated items and will forward marked up shop plans to the Office of Bridge Design. After review, corrections (if necessary), and approval by the contractor, the Office of Bridge Design will review the submittals, authorize fabrication, arrange for fabrication inspection, and distribute the shop drawings.

The contractor will provide the SDDOT a hard copy of design computations, independent check design computations, load ratings based upon the final design, including computer output if applicable, with the final review set of drawings.

3.3.6 SCHEDULE

November 10, 2017 - Notice to Proceed
November and December 2017 – Perform Bridge Inspection and load ratings
January 30, 2018 – Provide draft bridge inspection and bridge load rating reports
February 14, 2018 - SDDOT provide review comments
February 28, 2018 – Provide final bridge inspection and load rating reports
March 15, 2018 – Provide draft bridge repair/preservation recommendations report
April 12, 2018 – SDDOT provide review comments
April 26, 2018 – Provide final bridge repair/preservation recommendations report
May 1, 2018 – Approximate date of site inspection
May 15, 2018 – Initiate design
August 1, 2018 – Provide 30% plans for Office of Bridge Design Review.
December 15, 2018 – Provide 90% plans for Office of Bridge Design Review.
May 1, 2019 – Provide 95% plans SDDOT Department Review
August 1, 2019 – Provide completed plans, incorporating review comments, for bid letting
Spring-Summer 2020 – Shop Plan Review and technical assistance during construction.

3.3.7 SDDOT ITEMS TO PROVIDE

SDDOT will provide the following information:
Copies of any existing plans – original and repair plans
Copies of previous bridge inspection reports
Copies of existing digital images

3.3.8 QUALITY CONTROL

Contractor will administer general QC/QA oversight for all contractor activities associated with this project.

Contractor will submit their QC/QA plan to the SDDOT Office of Bridge Design for approval at the beginning of the project.

3.3.9 PROJECT MANAGEMENT

Contractor will complete project management tasks necessary to direct the design and inspection work for the project. These tasks include managing the project financials, including the preparation of invoices, correspondence, meetings, general QA/QC reviews, and clerical support associated with project submittals.

Contractor will prepare regular invoices and accompanying work progress reports to the SDDOT. The Contractor will document all correspondence related to the project, both received and transmitted.

3.3.10 TRAFFIC CONTROL

Contractor shall provide traffic control plans, for the bridge inspection, that follow the MUTCD and SDDOT standards to the SDDOT Custer Area Engineer for review and comment. The SDDOT will have two (2) weeks to review and comment on the traffic control plan.

3.4. ADDITIONAL REQUIREMENTS

3.4.1 SIGNATURE REQUIREMENTS

The proposal must be signed by a duly authorized official(s) of the consulting firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless the proposal establishes that all contractual responsibility rests solely with one consultant or one legal entity which will not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

3.4.2. REJECTION RIGHTS

The SDDOT retains the sole discretion to reject any and all proposals and to resolicit if necessary. Selection of a consultant is dependent on the negotiation of a mutually acceptable contract with the successful consultant.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.3 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.
- 4.4 **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, and any related procedure 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.
- 4.5 The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.
- 4.6 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.
 - 4.6.1 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;
 - 4.6.2. Dates of the service/contract; and
 - 4.6.3. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.3 An original and five (5) copies shall be submitted.

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

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.5 of this RFP.

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

6. 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 Experience - Recent inspection and design experience of firm with respect to a variety of timber structures, including glulam timber structures.
 - 6.1.2 Qualifications of Inspection and Designers - Qualifications and experience of the individual team members with respect to relevant similar projects.

- 6.1.3 Quality of Past Performance - Quality of work performed, including price and cost data, and ability to maintain schedules on previous relevant projects (not limited to past State work), cost control, and contract administration.
- 6.1.4 Familiarity with SDDOT – Familiarity with State bridge design practices, plans format, and procedures.
- 6.1.5 Resources available to perform the work, including any specialized services, within the specified time limits for the project
- 6.1.6 Availability to the project locale;
- 6.1.7 Familiarity with the project locale;
- 6.1.8 Proposed project management techniques; and
- 6.1.9 Ability and proven history in handling special project constraints.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information 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.

7. COST PROPOSAL

The cost proposal will include information as found in Appendix J of the Consultant Services Manual as found at <http://www.sddot.com/resources/Manuals/ConsultantServicesManual.pdf>.