THE INTERSTATE REST AREAS STUDY: ALONG THE I-29 AND I-90 CORRIDORS

PROPOSALS ARE DUE NO LATER THAN JANUARY 15, 2013 AT 12:00 PM CST

RFP #: PD-01-2013  BUYER: Dept. of Trans.  EMAIL: bradley.remmich@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: ___________________________

DUNS NUMBER: ___________________________  EIN: ___________________________

PRIMARY CONTACT INFORMATION

CONTACT NAME: ___________________________  TELEPHONE NO: ___________________________

FAX NO: ___________________________  E-MAIL: ___________________________
South Dakota Department of Transportation

Request for Proposals

RFP #PD-01-2013

December 19, 2012

Due Date for Proposal Submission:

January 15, 2013
3:00 PM CST

Deliver Proposals to:

MR. BRAD REMMICH
SDDOT - OFFICE OF PROJECT DEVELOPMENT
700 E BROADWAY AVE
PIERRE, SD 57501
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1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Transportation (SDDOT) is requesting proposals from entities (hereafter referred to as Proposers) to assist in the creation of The Interstate Rest Areas Study: Along the I-29 and I-90 Corridors (hereafter referred to as Study). This project is funded through the Office of Project Development.

The purpose of this document is to solicit information, in the form of a proposal that will be evaluated by the SDDOT to determine which Proposers demonstrate the highest qualifications to successfully develop the Study. Firms expressing professional interest in receiving this RFP and intending to submit a proposal for this project are selected by SDDOT to receive this RFP.

No stipend will be paid by the SDDOT to a proposer for submittal of a proposal.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The SDDOT Office of Project Development is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota. The reference number for the transaction is **RFP #PD-01-2013**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 NOTICE OF INTEREST

All interested proposers must have previously submitted in writing a request to receive the RFP for this project issued by the SDDOT – Office of Project Development and been selected to respond to this RFP.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

<table>
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<tr>
<th>Activity</th>
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<tbody>
<tr>
<td>RFP Publication</td>
<td>December 19, 2012</td>
</tr>
<tr>
<td>Deadline for Submission of Inquiries</td>
<td>January 9, 2013 @ 3:00 pm CST</td>
</tr>
<tr>
<td>Final Addendum Issued (if necessary)</td>
<td>January 11, 2013 @ 11:00 am CST</td>
</tr>
<tr>
<td>Proposal Submission</td>
<td>January 15, 2013 @ 3:00 pm CST</td>
</tr>
<tr>
<td>Oral Presentations/discussions (if required)</td>
<td>January 30, 2013</td>
</tr>
<tr>
<td>Anticipated Award Decision / Contract Negotiation Start</td>
<td>February 1, 2013</td>
</tr>
<tr>
<td>Anticipated Notice to Proceed / Study Start Date</td>
<td>February 15, 2013</td>
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1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the SDDOT Office of Project Development by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration. A proposer’s failure to submit its proposal prior to the deadline or to the correct addressee will cause the proposal to be disqualified from the selection process. Late proposals or amendments will not be opened and will be returned to the sender.

An original and nine identical hard copies of the proposal shall be submitted. Proposers must include an electronic copy of the proposal in word processing format (Microsoft® Word) or as Portable Document Format (Adobe® .pdf).
The cost proposal must be in a separate sealed envelope and labeled “Cost Proposal”. Only one copy of the Cost Proposal shall be submitted.

Proposed costs must comply with 48 CFR Part 31 and the proposer’s usual and normal practice. 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 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 # PD-01-2013.
PROPOSAL DUE: JANUARY 15, 2013 at 3:00 PM CST
BUYER: MR. BRAD REMMICH
SDDOT – OFFICE OF PROJECT DEVELOPMENT
700 E BROADWAY AVENUE
PIERRE, SD 57501

No proposal shall be accepted from, and 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.

Proposals must remain valid for at least 90 days after the submittal deadline. The SDDOT will not acknowledge receipt of proposals unless a stamped, self-addressed post card is included in the proposal package.

Issuance of this RFP does not commit the SDDOT to executing a contract or completing the project. The SDDOT reserves the right to reject any or all proposals for this RFP, or to cancel the RFP.

If a chosen proposer needs to make modifications to their proposal for the work order, they will only be required to provide their modified proposal in word processing format (Microsoft® Word) or as a Portable Document Format (Adobe® .pdf) to be included in the work order.

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

By signing and submitting this proposal, the proposer 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 proposer is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their 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 their proposal, the proposer 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 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal received prior to the submittal deadline date and time has the right to withdraw or amend their submitted proposal with a written request to the Buyer listed. To be considered, however, the
modified proposal must be received by the time and date specified in section 1.4 and 1.5. Proposals must be signed by a person legally authorized to bind the proposal to the proposer.

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

1.9 PROPOSER INQUIRIES

Proposers 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 Mr. Brad Remmich at bradley.remmich@state.sd.us with the subject line “RFP #PD-01-2013”. Inquiries may also be faxed with a cover sheet and subject line “RFP #PD-01-2013 to (605) 773-6608. If inquiries are submitted by mail, the envelope should be addressed to: ATTN: BRAD REMMICH, SDDOT – OFFICE OF PROJECT DEVELOPMENT, 700 E BROADWAY AVE, PIERRE, SD 57501. Be sure to reference the RFP number in your letter.

The Office of Project Development prefers to respond to proposer’s inquiries (if required) as RFP Addenda via the SDDOT website http://www.sddot.com/transportation/highways/planning/specialstudies/Default.aspx. No responses or additional information will be shared via email, telephone, or fax. If proposer does not have access to the SDDOT webpage, the proposer must request to receive responses at a mailing address and the State’s response will be sent via mail. The State’s response will not be sent in the mail until the date and time stated in the Schedule of Activities. Proposers 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. Proposers will be notified in the same manner as indicated above regarding any modifications to this RFP.

The SDDOT reserves the right to issue supplemental information to this RFP at any time before the submittal date. Supplemental information will be made available in the form of a RFP Addendum at the SDDOT Office of Project Development website on specified dates. Dates for Issuing Supplemental Information as an Addendum to the RFP:

• January 11, 2013 at 11:00 am CDT

1.10 PROPRIETARY INFORMATION

The proposal of the successful proposer(s) 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. Proposers 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.

1.11 LENGTH OF CONTRACT

The SOUTH DAKOTA I-29 AND I-90 INTERSTATE REST AREAS STUDY is expected to take 18 months to complete from the approval of the contract and issuance of Notice to Proceed. Contract extensions will be granted for conditions out of the control of the proposer. A written request for a contract extension must be completed with final approval by the SDDOT.
1.12 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.

1.13 DISCUSSIONS WITH PROPOSERS (ORAL PRESENTATION/NEGOTIATIONS)

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

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

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

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

2.1 The Contractor will perform those services described in the Scope of Work, attached as Section 3 of the RFP and by this reference incorporated into the RFP.

2.2 The Contractor’s services under this Agreement will commence and terminate on mutually agreed upon dates. Terms for early termination will be included in the Agreement as negotiated by the parties.

2.3 The Contractor will not use State equipment, supplies or facilities.

2.4 The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

2.5 The State will make final payment for services upon satisfactory completion of the services. Depending on the contractor selected, a pre-award audit may be necessary. Payment will be made pursuant to itemized invoices submitted by the Contractor with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.

2.6 The Contractor will 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 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.

2.7 Before the Contractor begins providing services, the Contractor will furnish 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 this 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. Worker’s 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 provide a new certificate of insurance showing continuous coverage in the amounts required.

2.8 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.

No employee of the Contractor engaged in the performance of services required under this Agreement will be considered an employee of the State of South Dakota. 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.

2.9 The Contractor will report to the State any event encountered in the course of performance of this Agreement which results in injury to any person, or property of third parties, or which may otherwise subject the Contractor, the State, or the State’s officers, agents, or employees to liability. The Contractor will report any such event to the State immediately upon discovery.

The Contractor's obligation under this section is only to report the occurrence of any event to the State and to make any other report provided for by the Contractor’s 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.

2.10 Either party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party. If 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 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, the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

2.11 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 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.

2.12 This Agreement may not be assigned without the State’s express prior written consent. 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.

2.13 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 will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

2.14 The Contractor will comply with all federal, state and local laws, rules, 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.

2.15 The Contractor may not use subcontractors to perform the services described in this Agreement without the State’s express prior written consent. 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.

2.16 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 State’s written consent. 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 the State’s written approval.

2.17 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.

2.18 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 Brad Remmich 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 will be sent by registered or certified mail, or, if personally delivered, when received by such party.

2.19 If any court of competent jurisdiction holds 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, the Agreement constitutes the entire Agreement with respect to the subject matter.
3.0 SCOPE OF WORK

The Study will result in a comprehensive and strategic document that will serve as a guide for future improvements, and provide contingencies for alternate uses of the existing rest area facilities along the Interstate System in South Dakota.

This Request for Proposals is for the development of the Study, and includes planning and technical services provided to the SDDOT, to include, but not be limited to, analyzing existing and future conditions; identifying infrastructural and operational needs, identifying and analyzing potential solutions to those needs, assessing opportunities to integrate Intelligent Transportation Systems, conducting public surveys, and other services as necessary to successfully complete the study. The SDDOT will be responsible for providing background information and key personnel coordination.

3.1. Study Expectations

The Study Advisory Team is interested in conducting a study focusing on:

♦ Update and enhance rest area inventory.
♦ Identify the functions of rest areas both individually and as a system to meet the traveling public’s needs and expectations.
♦ Identify the future rest area commercial truck parking capacity needs along the I29 and I90 corridor.
♦ Identify if information centers meet the traveling public’s expectations.
♦ Identify rest area deficiencies and the year and cost of needed improvements.
♦ Recommend if there needs to be any rest areas added or closed.
♦ Identify the costs and benefits of providing and operating rest areas both individually and as a system. This should include maintaining current rest areas, and/or possible additions or closures.

The Study is expected to fulfill the following objectives:

1. Conduct an inventory assessment
2. Survey users to see if current facilities meet their needs and expectations.
3. Conduct current and future traffic analysis at select locations
4. Analyze data to determine if rest area spacing and operations are appropriate and necessary.
5. Analyze existing and future rest area facility needs, spacing needs, user demand, parking capacity needs and associated impacts to commercial trucks, tourism, environmental impacts, scenic, historical and cultural resources.
6. Identify opportunities for integrating Intelligent Transportation Systems (ITS) to address user needs.
7. Develop a list of current and future needed improvements at each rest area and the estimated year and cost of those improvements.
8. Develop a benefit/cost analysis methodology and tool to assist SDDOT in determining the safety, tourism, economic impacts, and needs prioritization associated with rest areas.

3.2. Rest Area and Information Center Locations

South Dakota has twenty-three (23) rest areas of which thirteen (13) have Information Centers attached to the rest area facilities, four (4) port of entry weigh stations and two (2) scenic overlook areas. The rest areas and information centers are located along the I-90 and I-29 corridors with approximately 30-50 miles of separation and the port of entry weigh stations are located near the borders of the neighboring states. Four (4) locations have access from both interstate directions at a crossroad interchange or its own access interchange. The map below shows the location and type of these facilities.
South Dakota Interstate Rest Area, Information Center, Port of Entry Weigh Station and Scenic Overlook Locations

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<td>27</td>
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<td>29S</td>
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3.3. Scope of Study

3.3.1 Tasks:

1. Conduct a comprehensive literature review to include related research; similar studies done by other states; FHWA and other state DOT rest area policy & guidance documents.

2. Develop a Methods and Assumptions document for the study in accordance with the SDDOT Methods and Assumptions template.

3. Conduct a facility assessment
   a. Interview SDDOT maintenance personnel responsible for maintaining rest areas for an initial facility assessment.
   b. Conduct an initial inventory of rest area facilities, port of entry weigh stations and spacing to include: wastewater capacity, parking, building, recreational (walking paths, pet stations, picnic areas, etc.), lighting, security systems, pavement condition, teepee structures, ADA deficiencies (use SDDOT ADA checklist), sidewalk, curb and gutter, drainage, energy and current services (RV dump stations, traveler information, Highway Patrol, inspection facilities, etc.), inventory items in the SDDOT Facility AuditMate™ module, and other items identified by the SAT.
   c. Produce a technical memo summarizing the results and provide inventory in a format that can be imported into the SDDOT Facility AuditMate™ or is in a format with the same components that can be easily entered into the SDDOT Facility AuditMate™ module.

4. Work with study advisory team to develop and conduct a survey for users to include the following:
   a. Commercial, recreational vehicle, leisure, commuter traffic, etc. to see if current facilities meet their needs and inquire if there are any facility improvements they would like to see.
   b. Identify tour bus/tourism routes and survey user demand for safe parking and traveler services.
   c. Work with South Dakota Department of Tourism when conducting surveys at Information Centers.
   d. Produce a technical memo summarizing the results.

5. Define the functions of rest areas both individually and as a system to meet the traveling public’s needs and expectations.

6. Analyze the advantages/disadvantages of seasonally closing rest areas.

7. Collect needed traffic data and analyze any current or future merge/diverge traffic issues at the rest area ramps. For the three rest areas located along a crossroad next to a service interchange, the ramp terminal intersections and the rest area’s access intersection will also need to be analyzed.
   a. Conduct current and future (2035) traffic analyses for the peak hour.
   b. Produce a technical memo summarizing the results.

8. Analyze data on safety.
a. Identify driver fatigue-related crashes on I-29 and I-90.

b. Identify criminal activity at the rest area(s).

c. Identify causes and recommend possible solutions.

d. Produce a technical memo summarizing the results.

9. Analyze commercial truck parking needs.

a. Collect a 24 hour truck parking count at all rest area locations.

b. Determine if truck parking capacity is adequate to provide parking for current and future demand to meet 49 CFR 395, commercial hours-of-service rules along I-90 and I-29 corridor (including privately owned truck stops within 2 miles of mainline Interstate access points).

c. Identify privately owned truck stops along the I-90 and I-29 corridors and project their future truck parking capacity and their ability to meet 49 CFR 395, commercial hours-of-service rules.

d. Project future truck parking capacity needs at rest areas taking into account the growth of privately owned truck parking facilities identified in 9.c.

e. Produce a technical memo summarizing the results.

10. Develop criteria to evaluate rest area spacing.

a. Research rest area spacing criteria for commercial and noncommercial uses.

b. Identify availability of comparable motorist services, including traveler information, 20 miles either side of all rest areas and 2 miles of the mainline I-90 and I-29 corridors.

c. Analyze data to determine if current rest area spacing and operations are appropriate and necessary.

d. Produce a technical memo summarizing the results.

11. Identify factors to consider for rest area closure including facility service life remaining and alternate uses of the facilities.

12. Identify opportunities for productively and cost-effectively deploying applicable ITS Service Packages defined in the National ITS Architecture Intelligent Transportation Systems (ITS) to improve safety, utility, and efficiency of rest areas.

13. Develop a benefit/cost analysis methodology and tool to assist SDDOT in determining the safety, tourism, economic impacts, and needs prioritization associated with rest areas.

14. Conduct a facility needs assessment.

a. Identify the future needs of rest area facilities and port of entry weigh stations to include: wastewater capacity, parking, building, recreational (walking paths, pet stations, picnic areas, etc.), lighting, security systems, pavement condition, teepee structures, ADA deficiencies (use SDDOT ADA checklist), sidewalk, curb and gutter, drainage, energy and current services (RV dump stations, traveler information, Highway Patrol, inspection
facilities, etc.), inventory items in the SDDOT Facility AuditMate™ module, and other items identified by the SAT.

b. Produce a technical memo summarizing results.

15. Analyze advantages/disadvantages of combining rest areas with ports of entry weigh stations.

16. Develop a prioritized list of current and future needed improvements at each of the rest areas and the estimated year and costs for those improvements. Estimates will be a base year and a year of expenditure dollars using SDDOT’s inflation factor.

   a. Analyze existing and future rest area facility needs, spacing needs, user demand, parking capacity needs, and associated impacts to commercial trucks, tourism (including tour bus & RV users) and scenic, historical & cultural resources.

   b. Develop projects combining needs.

   c. Produce a technical memo summarizing the results.

17. Produce a final document incorporating all the tasks.

3.4 Available Information:

The following will be made available to aid the selected consultant in performing the study if the consultant deems them necessary:

- Existing vehicular traffic data
- SDDOT Road Design Manual
- SDDOT ITS Architecture
- SDDOT ITS Plan
- SDDOT ADA Transition and Implementation Plan
- Available GIS data, including aerial photography and crash locations
- Crash data
- SDDOT Research Report SD2007-08-F Energy Management Program for SDDOT
- SD Tourism Intercept survey executive summary
- Safety dispatch records
- DENR wastewater lagoon inspection records
- Design plans of most facilities
- Rest area inventory from the SDDOT Facility AuditMate™ module

3.5. Provide Overall Project Management and Coordination Through Project Completion.

The contractor shall provide overall project management and coordination once they have been approved to commence work on the project and until the project contract has been closed. The project will not close until all tasks have been completed to the satisfaction of the study advisory team.

Tasks of project management and coordination include:

A. Progress Reports:

The contractor shall provide monthly progress reports to the project manager. The progress reports shall include, an explanation of completed activities since the last progress report, percentage of each task completed, achieved benchmarks or milestones, current activities, challenges encountered, potential project delays, next steps, percentage of funds used, and the current position in the project schedule.
B. **Plan and Coordinate Meetings:**
The contractor shall prepare for and conduct regularly scheduled meetings with key personnel. The contractor shall prepare for and conduct in-person meetings in South Dakota with the SDDOT and SAT, throughout the duration of the project schedule. The recurrence of these meetings will be determined by SDDOT Project Development. The minimum number of in-person meetings with the SAT will be four. A kickoff meeting will be one of the required meetings.

**4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

4.1 The proposer is cautioned that it is the proposer'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 proposer's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.2 **Proposer's Contacts:** Proposers 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. Proposers 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. Proposers and their agents who have questions regarding this matter should contact the buyer of record.

4.3 The proposer 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 proposer'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 five 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.
   
   d. Project budget and percentage of budget spent.
   
   e. Original project schedule with any alterations or extensions to the schedule. Also, include dates that project milestone or benchmarks were achieved.

**5.0 PROPOSAL RESPONSE FORMAT**

5.1 An original and sixteen copies shall be submitted.

   5.1.1 In addition, the proposer should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Proposers may not send the electronically formatted copy of their proposal via email.

   5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:
5.2.1 **RFP Form.** The State’s Request for Proposal form completed and signed. It is the cover of this RFP.

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

5.2.4.1 Provide a written description of the consultant team composition, including disciplines, primary role in regards to the project, and relevant experience. The information provided must clearly indicate the consultant team’s point of contact, the team leader for the project, and the responsible party who will be providing the required professional experience.

5.2.4.2 Provide a description of the background of key members of the consultant team and their specific participation in previous projects that would directly relate to the work planned to be done for this project. This may be done in descriptive text or in resume format.

5.2.4.3 Provide a table showing the number of person-hours (not percentages of time) that will be devoted to each task by consultant team members. List the names of principal investigators and other key professionals who will be involved. Support personnel may be identified by classification. If subcontracting is necessary, include subcontractor’s key personnel and support staff in a separate table. Clearly identify subcontractor’s involvement.

5.2.4.4 Describe current commitments to other work in sufficient detail to permit assessment of each consultant team member’s ability to meet the proposal commitments. Include a statement that the level of effort proposed for principal and professional members of the study team will not be changed without written consent of the SDDOT.

5.2.5 **Study Schedule.** Include a graphic or text calendar to define the proposed study schedule for tasks and milestone dates. The study is scheduled to begin in February 2013 and take up to 18 months to complete.

5.2.6 **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 each 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 on the Cost Proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, 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 and familiarity with the project locale;

6.1.5 Proposed project management techniques; and

6.1.6 Ability and proven history in handling special project constraints.

6.2 The evaluators will evaluate and score the proposals according to the criteria and point values shown in Table One (1).

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<th>Points</th>
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<td>Resources available to perform the work</td>
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<td>Record of Past Performance</td>
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<td>Availability to and familiarity with the project locale</td>
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<td>Proposed project management techniques</td>
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<tr>
<td>Ability and proven history in handling special project constraints</td>
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<tr>
<td><strong>Maximum Total</strong></td>
<td><strong>100</strong></td>
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</table>

6.3 Experience and reliability of the proposer's organization are considered subjectively in the evaluation process. Therefore, the proposer 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.

6.4 The qualifications of the personnel proposed by the proposer to perform the requirements of this RFP, whether from the proposer's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the proposer should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.5 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.
6.6 Award: The requesting agency and the highest ranked proposer shall mutually discuss and refine the scope of work for the project and shall negotiate terms, including compensation and performance schedule.

6.6.1 If the agency and the highest ranked proposer 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 proposer. The agency may then negotiate with the next highest ranked proposer.

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

7.0 COST PROPOSAL

Example Cost Proposal and Cost Proposal – Scope of Work Breakout worksheets for this RFP are shown in the following pages. It is required that the Cost Proposal and Cost Proposal – Scope of Work Breakout are in the example worksheet format. Follow the requirements of this RFP and sections 1.5 and 5.2.6 to complete and submit the cost proposal.

The reimbursement method for this project will be cost plus fixed fee.

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Subtotal: $3,317.50 \(\text{FRB} \) $4,349.18 \(\text{FBR} \) $7,666.68

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

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

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

If the proposal includes effort by subcontractors, a similar budget table must be included for each subcontractor.
### SOUTH DAKOTA SOUTH DAKOTA I-29 AND I-90 INTERSTATE REST AREAS STUDY

### SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

#### COST PROPOSAL - SCOPE OF WORK BREAKOUT

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**Task 1 - Task 11 Grand Total**  
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