

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TOURISM  
SOUTH DAKOTA STATE HISTORICAL SOCIETY – STATE HISTORIC PRESERVATION OFFICE  
900 GOVERNORS DRIVE  
PIERRE, SOUTH DAKOTA 57501-2217**

**A Survey of Mortuary Features in Jerauld, Miner, Sanborn, Davison and Hand Counties**

**PROPOSALS ARE DUE NO LATER THAN: August 17, 2012**

RFP #: 23	BUYER: Amy Rubingh, State Historic Preservation Office	EMAIL: amy.rubingh@state.sd.us
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**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: \_\_\_\_\_

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PRIMARY CONTACT INFORMATION

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## **1.0 GENERAL INFORMATION**

### **1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The South Dakota State Historic Preservation Office (SHPO) is soliciting proposals for the completion of a survey of prehistoric mortuary features in Jerauld, Miner, Sanborn, Davison and Hand Counties, South Dakota.

This will be the sixth year that the SHPO has conducted a county mortuary survey to locate, map, and fully record these irreplaceable historical features. The early identification of these resources is the best way to have them considered in the planning of any future developments.

### **1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The South Dakota State Historic Preservation Office (SHPO) is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Tourism. The reference number for the transaction is RFP # 23. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	July 17, 2012
Deadline for Submission of Written Inquiries	August 3, 2012 5:00PM CT
Responses to Offeror Questions	August 8, 2012 5:00PM CT
Proposal Submission	August 17, 2012 5:00PM CT
Anticipated Award Decision/Contract Negotiation	August 24, 2012

### **1.4 SUBMITTING YOUR PROPOSAL**

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

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

One original printed copy and one digital PDF or Microsoft Word copy saved on a CD-R shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope 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 # 23  
PROPOSAL DUE August 17, 2012  
BUYER Amy Rubingh**

STATE HISTORIC PRESERVATION OFFICE  
900 GOVERNORS DRIVE  
Pierre SD 57501-2217

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

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

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

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.6 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

**1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

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

**1.8 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 Amy Rubingh at amy.rubingh@state.sd.us with the subject line "RFP #23". Inquires may also be faxed to 605.773.6041 to the attention of Amy Rubingh. If inquiries are submitted by mail the envelope should be addressed to: Attn: Amy Rubingh, South Dakota SHPO, 900 Governors Drive, Pierre, SD 57501-2217. Be sure to reference the RFP number in your letter.

The SHPO prefers to respond to offeror's inquiries (if required) via e-mail. If an offeror does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the offeror. All offerors will be informed of any inquiries and the State'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.

**1.9 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. 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 State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

**1.10 LENGTH OF CONTRACT**

All final products must be submitted by August 16, 2013

**1.11 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.

**1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

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

**2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP may 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's services under this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof.
- 2.2 The Contractor will/will not use State equipment, supplies or facilities.
- 2.3 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.
- 2.4 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.

**2.5** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

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

C. Worker's Compensation Insurance:

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

Contractor shall furnish copies of insurance policies if requested by the State.

**2.6** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

**2.7** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

**2.8** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

**2.9** 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.

- 2.10** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.11** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.12** 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.
- 2.13** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.14** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.15** 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.
- 2.16** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to \_\_\_\_\_ on behalf of the State, and by \_\_\_\_\_, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.17** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.18** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

### **3.0 SCOPE OF WORK**

### 3.1 Survey Components

- 3.1.1 Preparation – The contractor will read one of the first two mortuary surveys to become familiar with the pre-established format for this series of reports. Complete a comprehensive literature search to identify mound sites and mortuary features within the contract area. Write a brief history of each feature.
- 3.1.2 Public Meetings – The contractor will arrange a meeting with the counties and SHPO to discuss the proposed project to make county officials aware of the survey and its potential uses. Set up consultation between tribal representatives and SHPO staff.
- 3.1.3 Report Requirements -
  - 3.1.3.1 Description of Site – The contractor will write a description of the site including, but not limited to, the following information: location marked on USGS 7.5 minute series quad maps (UTMs if possible), current ownership, current land use, photos of site location and surrounding area, site integrity, management recommendations, and tribal affiliation (if possible).
  - 3.1.3.2 Bibliography – The contractor will complete an annotated bibliography of all sources.

**3.2 Products** – All final products must be submitted by \_\_\_August 16, 2013\_\_\_\_\_

- 3.2.1 Monthly Progress Reports – During the fieldwork and research portion of the project, the consultant will submit written monthly progress reports to the SHPO project manager explaining the status of the project.
- 3.2.2 Detailed Reports – Six detailed reports will be provided, five of these copies will be sent to the SHPO and one copy will be provided to the Archaeological Research Center (ARC) in Rapid City, SD.
- 3.2.3 General Reports – A separate general report will be produced for each county, 4 copies of each county will be provided (20 total) to the SHPO.
- 3.2.4 Electronics –A GIS layer of general mound locations will be provided to each county, one electronic copy of each report provided to SHPO, and a detailed GIS layer of maps and shape file will be provided to ARC to update the database.

**3.3 Payment Schedule** – It will be the responsibility of the contract to submit payment requests to the SHPO project manager. Payments will be made in four stages, shown as percentages of the total project amount below:

- 3.3.1 15% of the contract will be paid at the end of September 2012, provided that the file search is complete and the field work has begun.
- 3.3.2 15% will be paid at the end of December 2012, provided that the historic research and writing has begun.
- 3.3.3 25% will be paid by July 26, 2013 upon the submission of a preliminary draft report including complete maps and files.
- 3.3.4 45% will be paid upon the submission of a final report which has been approved by the SHPO office by August 16, 2013.

**3.4 Project Direction** – Project manager for the SHPO will be Amy Rubingh, Review and Compliance Archaeologist.

The contractor will confer with the project manager concerning any questions prior to and during the project including review of nomination information and existing survey forms. Upon submission, the SHPO staff will review and provide comments on the draft survey report within 30 days.

**3.5 Reporting Requirements** - The contractor will provide monthly progress report via email to the SHPO project manager during the duration of the project.

#### **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

**4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

**4.2 Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**4.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.

**4.4** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.

- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

#### **5.0 PROPOSAL RESPONSE FORMAT**

**5.1** One original copy 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. Offerors may not send the electronically formatted copy of their proposal via email.

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

**5.2 Proposal Requirements** – Proposals must follow the requirements outlined in the RFP and include the following information in this order:

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Statement of Understanding.** To demonstrate the consultant's comprehension of the project, please summarize your understanding of what the work is and what the work will entail. This should include, but not be limited to your understanding of the purpose and scope of the project and your understanding of the deliverables.
- 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 An explanation of possible limitations or risks associated with the project.
- 5.2.3.4 A clear description of any options or alternatives proposed.
- 5.2.4 **Qualifications.** A description of the offeror's qualifications, experience, and capacity to meet the requirements of the RFP including resumes of all members of the project team that are to provide services to the contract. This should include a list of previous customers for similar work that includes client name, address, current telephone number, dates of project, and a description of work provided. The contractor must also demonstrate their qualifications in archaeology under the provisions of 36 CFR 61.
- 5.2.5 **Sample Product.** Provide a sample product prepared by the offeror from a project similar to that detailed in this RFP. If similar work has been conducted for the SHPO in the past 10 years, please reference the project and that a copy is on file with the SHPO.
- 5.2.6 **Cost Proposal.** Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered. **Total cost for this project is estimated to be \$50,000.** This project will utilize federal funds from the United States Department of Interior, National Park Service. The cost proposal should include all applicable items, including
- Personnel costs (# of hours, per hour rate, etc.)
  - Costs of supplies and materials
  - Travel costs (if applicable)
  - Other costs (photography, printing, etc.) as needed
  - Total cost

## 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 (shown with relative importance):

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements (20%);
  - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project (20%);
  - 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 (20%);
  - 6.1.4 Availability to the project locale (10%);
  - 6.1.5 Cost proposal (10%);
  - 6.1.6 Familiarity with the project locale (10%);
  - 6.1.7 Proposed project management techniques (5%); and
  - 6.1.8 Ability and proven history in handling special project constraints (5%).
- 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.