

STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES ON BEHALF OF  
BUREAU OF HUMAN RESOURCES AND ADMINISTRATION  
700 GOVERNORS DRIVE  
PIERRE, SD 57501

**Security Services for the Sioux Falls One Stop**

PROPOSALS ARE DUE NO LATER THAN NOVEMBER 5<sup>th</sup>, 2025

RFP17603

State POC: Kirsten Blachford

EMAIL: [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us)

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_  
(Digital signature allowed)

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

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 Department of Social Services (DSS) is soliciting proposals from qualified and experienced vendors to provide professional security services at the Sioux Falls One Stop location. The selected vendor will be responsible for ensuring a safe and secure environment for staff, clients, and visitors in accordance with the specifications outlined in this RFP.

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

The Office of the Secretariat is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP17603. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.3 LETTER OF INTENT**

All interested offerors are requested to submit a non-binding Letter of Intent to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

Be sure to reference the RFP number in your letter.

The Letter of Intent must be submitted to Kirsten Blachford via email at [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us) no later than September 30, 2025. Please place the following in the subject line of your email: "Letter of Intent for RFP17603".

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

|   |                         |
|---|-------------------------|
| RFP Publication                                 | <u>09/23/2025</u>       |
| Letter of Intent to Respond Due                 | <u>09/30/2025</u>       |
| Site Visit/Building Tour                        | <u>10/06-10/10/2025</u> |
| Offeror Questions Due                           | <u>10/14/2025</u>       |
| Responses to Offeror Questions                  | <u>10/21/2025</u>       |
| Request for SFTP folder                         | <u>11/04/2025</u>       |
| Proposal Submission                             | <u>11/05/2025</u>       |
| Oral Presentations/Discussions (if required)    | <u>TBD</u>              |
| Proposal Revisions (if required)                | <u>TBD</u>              |
| Anticipated Award Decision/Contract Negotiation | <u>12/02/2025</u>       |

### **1.5 SITE VISIT/BUILDING TOUR**

Vendors are encouraged to schedule a tour of the Sioux Falls One Stop Facility. Please contact Chris Kielman, Building Operations Officer at 605 362-2722, to arrange for the timeframe listed in the schedule of activities.

### **1.6 SUBMITTING YOUR PROPOSAL**

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

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

Proposals must be submitted as PDFs via Secured File Transfer Protocol (SFTP). Offerors must request an SFTP folder no later than the date indicated in the Schedule of Activities by emailing Kirsten Blachford at [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us).

The subject line should read "RFP17603 SFTP Request". The email should contain the name and the email of the person who will be responsible for uploading the document(s).

Please note, offeror will need to work with their own technical support staff to set up an SFTP compatible software on offeror's end. While the State of South Dakota can answer questions, State of South Dakota is not responsible for the software required.

All proposals may be signed in ink or digitally by an officer of the offeror legally authorized to bind the offeror to the proposal and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected.

No proposal may be accepted from, or any contract or purchase order 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.

**1.7 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.

**1.8 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.

**1.9 CERTIFICATION RELATING TO PROHIBITED ENTITY**

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**1.10 RESTRICTION OF BOYCOTT OF ISRAEL**

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that,

if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**1.11 CERTIFICATION OF NO STATE LEGISLATOR INTEREST**

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**1.12 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.

**1.13 OFFEROR INQUIRIES**

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Kirsten Blachford at [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us) with the subject line "RFP17603".

The State will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's responses will be posted on the state's e-procurement system and the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx>. 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.

**1.14 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

**1.15 LENGTH OF CONTRACT**

The contract resulting from this RFP will be issued approximately January 1, 2026 ending May 30, 2026, with the option for renewal for up to five (5), one (1) year contracts at the discretion of the State based on performance and/or the continued availability of funds.

**1.16 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.

**1.17 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 will include the State's standard terms and conditions as listed below and as seen in **Attachment A**, along with any additional terms and conditions that may be necessary to the performance of the scope of work.

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3.0 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will use State equipment, supplies or facilities. **YES ( ) NO ( X )**
- 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 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.
- 2.6** 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.
- 2.7** 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. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**

The Contractor agrees to 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 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.
  - D. Worker's Compensation Insurance:**

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

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

- 2.8** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.9** 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.
- 2.10** 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 affected 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.
- 2.11** 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 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.
- 2.12** 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.
- 2.13** 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 shall 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, 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 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.

- 2.16** 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.
- 2.17** 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 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.
- 2.19** 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.
- 2.20** 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 herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

### **3.0 SCOPE OF WORK**

The selected vendor shall provide professional, reliable, and responsive security services, while ensuring the safety and security of staff, clients, visitors, and property. The Sioux Falls One Stop facility is located at 1501 South Highline Avenue and encompasses approximately 284,124 square feet. For detailed information refer to **Attachment B**. Both the attachment and the site visit/building tour will assist with understanding of the requirements, size, and scope of work. To be considered for award, vendors must demonstrate their ability to fulfill the requirements and scope of work outlined in this RFP.

#### **3.1 General Security Duties**

- 3.1.1** Maintain an unarmed visible security presence during designated hours.
- 3.1.2** Monitor entrances, exits, common areas, and outside perimeter to deter unauthorized activity.
- 3.1.3** Conduct regular patrols of the interior and exterior premises.
- 3.1.4** Monitor cameras.
- 3.1.5** The State will identify an onsite coordinator who will be the primary contact for the security personnel. Contact information such as name, phone number, and email for the onsite coordinator will be provided along with information of other Agency contacts.
- 3.1.6** The State will provide a summary of services that are provided by each Agency within the building, and who the Agency contacts are.
- 3.1.7** The key points and patrol areas will be identified by the onsite coordinator and may be changed over time as necessary. Daily closing procedures for checking restrooms, lobbies, doors being locked, etc. will be developed to ensure the facility is secure at the end of business hours.
- 3.1.8** Respond promptly to incidents, disturbances, or emergencies.

- 3.1.9 Document and report all security-related incidents in a timely and accurate manner.
- 3.1.10 The State will provide keys/key fobs as necessary for access to the property, and space for equipment, personal items, and to perform administrative functions.

### **3.2 Access Control**

- 3.2.1 Enforce access control procedures for staff, visitors, and vendors.
- 3.2.2 Verify identification and issue visitor badges as required.
- 3.2.3 Monitor and manage entry points to prevent unauthorized access.

### **3.3 Emergency Response**

- 3.3.1 Act as the first responder to on-site emergencies, including medical, fire, or safety incidents.
- 3.3.2 Coordinate with local law enforcement, fire, and emergency medical services as needed.
- 3.3.3 Assist in evacuation procedures and emergency drills.

### **3.4 Customer Service**

- 3.4.1 Provide courteous and professional assistance to clients and visitors.
- 3.4.2 Offer directions and general information about the facility when appropriate.
- 3.4.3 De-escalate conflicts using non-violent crisis intervention techniques.
- 3.4.4 State staff will be informed about non-routine problems and develop common standards for the appropriate atmosphere in the building.

### **3.5 Reporting and Documentation**

- 3.5.1 Maintain detailed daily activity logs and incident reports.
  - 3.5.1.1 Including but not limited to loss, theft or damage of State property and personnel, or customer related incidents.
- 3.5.2 Submit reports to designated personnel in accordance with reporting protocols.
  - 3.5.2.1 Furnish a report to the State within two hours of incident unless otherwise notified during regular business hours. Documentation and reporting may be changed over time as necessary.
- 3.5.3 Will provide a tracking system for 3.5.1 and 3.5.2.
- 3.5.4 Report any broken or malfunctioning equipment and safety issues to the onsite coordinator and note them in the daily activity log.
- 3.5.5 Participate in periodic security reviews and audits as requested.

### **3.6 Staffing, Scheduling, and Supervision**

- 3.6.1 Ensure adequate staffing coverage during all required hours of operation.
  - 3.6.1.1 Monday thru Friday 7AM to 6PM.
  - 3.6.1.2 This may be adjusted to meet office needs or with prior notice to the onsite coordinator.
  - 3.6.1.3 The State will provide notice of when the office will be closed in addition to the holiday schedule noted. New Year's Day – January 1, Martin Luther King Jr. Day – third Monday in January, President's Day – third Monday in February, Memorial Day – last Monday in May, Juneteenth – June 19, Independence Day – July 4, Labor Day – first Monday in September, Native American Day – second Monday in October, Veterans Day – November 11, Thanksgiving – fourth Thursday in November, and Christmas – December 25.
- 3.6.2 Describe resources available to perform the work (6.1.2)
- 3.6.3 The State may request after hours and/or on-call security as needed.
- 3.6.4 Escort service will be provided to staff in the parking lot as requested.
- 3.6.5 The security personnel may be provided with communication devices as necessary for communicating with the State ie two-way radio.
- 3.6.6 It is required that they will carry a cell phone, provided by the Security Company, for immediate response as needed, and this phone number will be provided to the State.
- 3.6.7 Provide trained and licensed security personnel who meet all applicable state and local requirements.
- 3.6.8 Ability to provide trained, uniformed, and professional security personnel who have passed background checks and drug screenings.



- 3.6.9 A description of vendor methods to vet and background check should be included in the proposal.
- 3.6.10 Security personnel will be required to participate in State provided confidentiality training.
- 3.6.11 Maintain a backup staffing plan to ensure continuity of services.
  - 3.6.11.1 Will provide replacement personnel within two hours of notification if the regular personnel are unable to perform the duties, and the State has the right to reasonably reject if they are not fit or effective for the duties and/or interactions with staff/customers.
- 3.6.12 A clearly defined supervisory structure to ensure accountability and quality control.

### **3.7 Training and Compliance**

- 3.7.1 Ensure all security personnel are trained in:
  - 3.7.1.1 Conflict resolution and de-escalation
  - 3.7.1.2 Emergency response procedures
  - 3.7.1.3 Cultural sensitivity and trauma-informed care
  - 3.7.1.4 Comply with all applicable federal, state, and local laws, as well as DSS policies and procedures.
  - 3.7.1.5 A description of vendors training standards should be included in the proposal.

### **3.8 Experience**

- 3.8.1 A minimum of three (3) years of experience is preferred providing professional security services in a similar environment (e.g., government buildings, social service agencies, or public-facing facilities).
- 3.8.2 Demonstrated experience managing security operations of comparable size and complexity.
- 3.8.3 Describe and give samples of how you create post orders or patrol plans.
- 3.8.4 Describe specialized expertise, capabilities, and technical competence.

### **3.9 Licensing and Certification**

- 3.9.1 Must hold all required licenses and certifications to operate as a security services provider in the State of South Dakota.
- 3.9.2 All assigned personnel must possess valid security guard licenses and meet any applicable state or local regulatory requirements.
- 3.9.3 First Aid/CPR

## **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 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. Record of past performance (6.1.3).
  - 4.3.1 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;
  - 4.3.2 Dates of the service/contract; and

- 4.3.3** A brief, written description of the specific prior services performed and requirements thereof.
- 4.4** The offeror may be required to submit a copy of their most recent independently audited financial statements.
- 4.5** If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated. Examples include: Proposal was not received on time. Proposal was not signed. Electronic file was not provided.

## **5.0 PROPOSAL RESPONSE FORMAT**

- 5.1** Only a PDF copy shall be submitted via SFTP folder.
  - 5.1.1** 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 (1<sup>st</sup> page of RFP) completed and signed.
  - 5.2.2 Executive Summary.** The one-to-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. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

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

## **6.0 PROPOSAL EVALUATION AND AWARD PROCESS**

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
  - 6.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 6.1.4 Availability to the project locale;
  - 6.1.5 Familiarity with the project locale;
  - 6.1.6 Cost proposal;
  - 6.1.7 Proposed project management techniques; and
  - 6.1.8 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.
  - 6.5.3 Only the response of the vendor awarded work becomes public. Responses to work orders for vendors not selected and the evaluation criteria and scoring for all proposals are not public. Vendors may submit a redacted copy with the full proposal as stated in Section 1.12 Proprietary Information. SDCL 1-27-1.5 and See SDCL 1-27-1.5 and 1-27-1.6.

## 7.0 COST PROPOSAL (6.1.6)

Please provide detailed pricing for the security services outlined in Section 3.0 of this RFP. The costs should be provided on a per-hour or per-month basis. Provide after hours and on-call services as separate line items.

**STATE OF SOUTH DAKOTA  
BUREAU OF HUMAN RESOURCES AND ADMINISTRATION  
CONTRACT FOR SERVICES**

between

State of South Dakota  
Bureau of Human Resources & Administration  
500 E. Capitol Ave  
Pierre, SD 57501  
605.773.4016

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Referred to as Contractor

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Referred to as State

The State hereby enters into this agreement (Agreement) for services with Contractor in consideration of and pursuant to the terms and conditions set forth herein.

**1. SCOPE OF SERVICES:**

Provide professional, reliable, and responsive security services, while ensuring the safety and security of staff, clients, visitors, and property.

**Project Location:** 1501 S Highline Ave, Sioux Falls, SD. The building encompasses approximately 284,124 square feet with multiple State Agencies housed, in addition to the parking lots surrounding the building.

**Scope of Work:**

**1.1.** The Contractor will provide two uniformed, unarmed security officers to provide patrol services in and around the building including the parking lots located at 1501 S Highline Ave, Sioux Falls.

**1.2.** Days/Hours of Service include – Monday thru Friday, 7:00AM to 6:00PM.

**2. PERIOD OF PERFORMANCE:**

The contractor's services under this Agreement will commence as follows:

Security Services will begin on January 1, 2026 ending May 30, 2026, with the option for renewal for up to five (5), one (1) year contracts at the discretion of the State based on performance and/or the continued availability of funds.

**3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:**

Contractor will not use State equipment, supplies or facilities except as provided by this agreement.

**4. CONTRACTOR IDENTIFICATION:**

Upon execution of this Agreement, Contractor will provide the State with Contractor's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

**5. CONTRACT AMOUNT AND PAYMENT:**

The cost for services provided under this agreement are itemized as follows:

Hourly Security Expense:

On-Call and After Hours:

Payment will be made consistent with SDCL ch. 5-26.

**6. INDEMNIFICATION:**

Contractor agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Contractor shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Contractor's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Contractor shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Contractor, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Contractor in the defense. This section does not require Contractor to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

**7. INSURANCE:**

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

**A. Commercial General Liability Insurance:**

Contractor shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$1,000,000) 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. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

**B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**

Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars (\$1,000,000).

**C. Business Automobile Liability Insurance:**

Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.

**D. Worker's Compensation Insurance:**

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

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

**8. TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event 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 a breach is affected 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 breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by Contractor it is determined that Contractor was not at fault, then Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

**9. FUNDING:**

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 upon five (5) business days written notice. Contractor agrees that termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State or any officer, agent or employee of the State, and Contractor waives any claim against the same.

**10. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:**

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**11. NOTICE:**

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 Chris Kielman, Building Operations Officer on behalf of the State, and by Jesse Callahan, Owner on behalf of the Contractor, or such authorized designees as either party may designate in writing from time to time. Notices or communications between the parties shall be deemed delivered when mailed by first-class mail, when sent by registered or certified mail in the case of notices of default or termination, or when personally delivered, upon receipt by the receiving party. The parties also consent to the use of electronic means and facsimile transmissions for communications, provided that delivery is confirmed.

**12. CONTROLLING LAW AND VENUE:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**13. INDEPENDENT CONTRACTOR:**

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

**14. THIRD PARTY BENEFICIARIES:**

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

**15. ASSIGNMENT AND AMENDMENT:**

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.

**16. COMPLIANCE: .**

Contractor will comply in full with all federal, tribal, state and local laws, regulations, ordinances, guidelines, permits, requirements and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

**17. REPORTING:**

Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in an injury to any person or property, or which may otherwise subject Contractor, or the State of South Dakota or its officers, agents or employees 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.

**18. SUBCONTRACTING:**

Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. 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 in a manner consistent with this Agreement. Contractor will cause its subcontractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. Contractor shall assist in the vetting process.



**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

By signing this Agreement, 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.

**20. STATE'S RIGHT TO REJECT:**

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

**21. SEVERABILITY:**

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.

**22. SUPERCESSION:**

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.

**23. FORCE MAJEURE:**

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

**24. WAIVER OF BREACH:**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

**25. AUTHORITY TO EXECUTE:**

Contractor represents and warrants that:

- A. The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;
- B. Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement; and
- C. Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the services. Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

**26. SOVEREIGN IMMUNITY:**

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

**27. DISCLOSURE OF THE CONTRACT:**

Neither party shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The Contractor acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The Contractor agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

**28. SURVIVAL FOLLOWING TERMINATION:**

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the terms of sections 6 and 12.

**29. WORK PRODUCTS:**

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 Contractor in connection with the 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 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.

*Signature Page Follows*

**AUTHORIZED SIGNATURES:**

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

**STATE**

**CONTRACTOR**

BY: \_\_\_\_\_  
(Signature)

BY: NOT REQUIRED AT THIS TIME  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Printed name)

(Printed title)

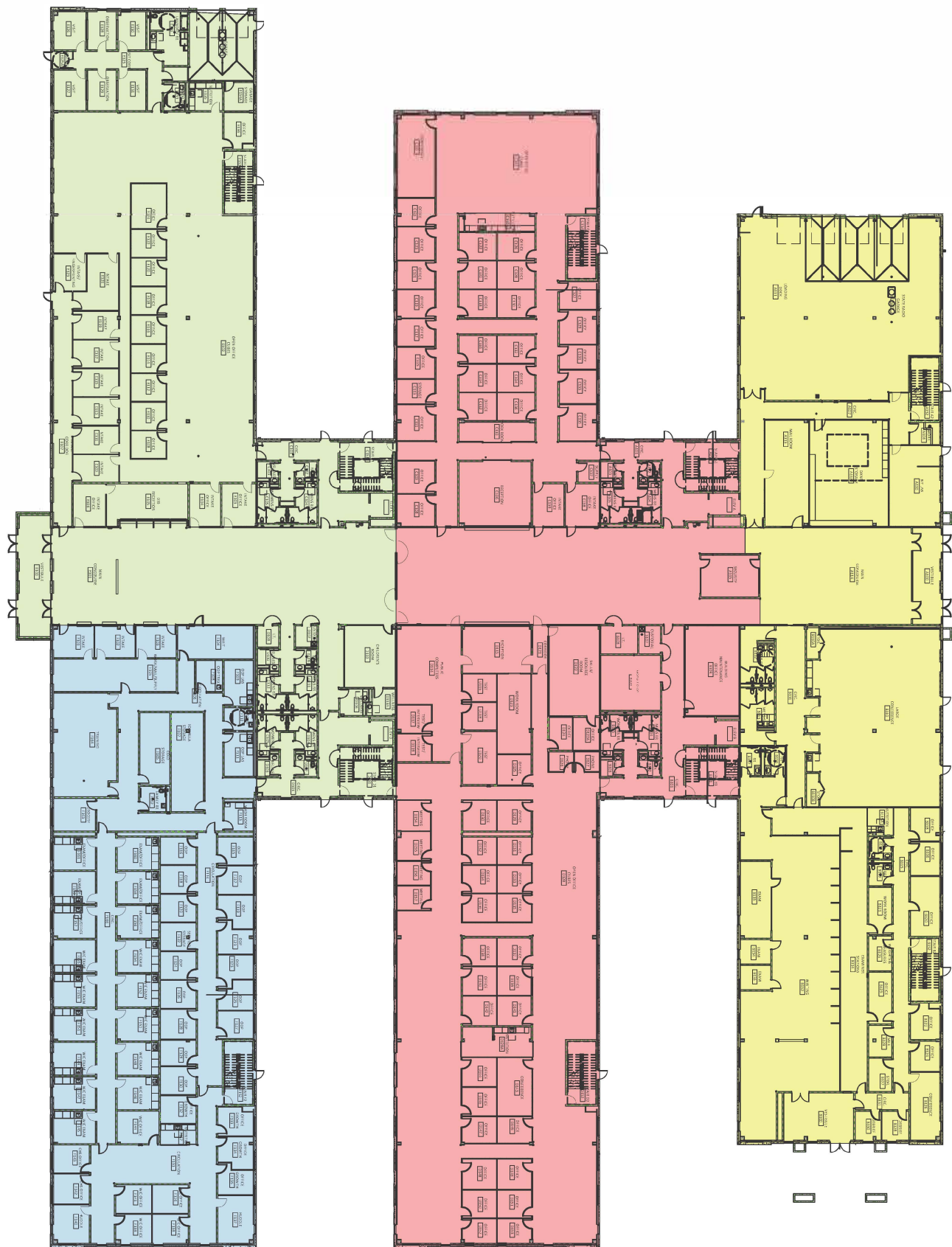
(Printed title)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

- State Agency Coding (MSA Center) \_\_\_\_\_.
- State Agency MSA Company for which contract will be paid \_\_\_\_\_.
- Object/sub-object MSA account to which voucher will be coded \_\_\_\_\_.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract: \_\_\_\_

Attachment B







LEVEL 3

NO





