State of South Dakota
BUREAU OF HUMAN RESOURCES AND ADMINISTRATION

Office of the State Engineer
523 East Capitol Ave, Pierre, South Dakota 57501
605.773.3466 | sd.gov/bhra

October 1, 2026

RE: REQUEST FOR STATEMENT OF INTEREST
FIELDHOUSE, GASSEN FAMILY FIELDHOUSE
UNIVERSITY OF SOUTH DAKOTA
VERMILLION, SOUTH DAKOTA
OSE# R0626—12X

The State is looking for firms interested in providing professional Geotechnical Construction Testing services for the project referenced above. The project scope will involve construction testing for Gassen Family Fieldhouse project at the University of South Dakota in Vermillion, South Dakota, OSE # R0626—12X

The scope includes special inspection and materials testing services for the Gassen Family Fieldhouse located on the campus of the University of South Dakota in Vermillion, SD. The scope includes all applicable testing which may include, but are not limited to, earthwork observations and testing, cement stabilization testing, concrete testing & rebar observations, Geopier observations, RH testing for concrete under track surfacing, and misc. testing as required.

The proposed fieldhouse will be approximately 113,440 square feet and is anticipated to be certified for a Green Globes Two-Globe rating. The delivery method is Construction Manager at Risk and Hausmann Construction has been contracted for this work. Contact Pierce Koch with Hausmann Construction: pierce.koch@hausmann.build or 605.910.8002. The selected firm must document American ownership of company. All employees working on the project will require documentation of American citizenship.

The construction budget for the project is $36,000,000.00, but be advised that this number is subject to change. Construction is anticipated to occur Fall 2026 to Summer 2028.

Firms desiring to be considered for providing professional services for this project should send a statement of interest that outlines qualifications and experience for this project. Statements of Interest should at a minimum include the following:

1. Specialized expertise, capabilities, experience in site investigation and construction testing, and technical competence as demonstrated by the team's capabilities, proposed approach and methodology to meet the project requirements. (35%)
2. Resources available to perform the work, including any specialized services, within the specified time limits for the project. Include resumes of all personnel, including sub-consultants who will be assigned to this project for the entire duration. (25%)
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%)
4. Availability to project locale. (5%)
5. Familiarity with project locale. (5%)
6. Proposed project management techniques. (5%)
7. Ability and project history in handling special project constraints. (5%)

A technical review committee will select the firm based on the criteria shown. The committee respectfully requests that statements of interest be limited to 25 pages or less. This is not a requirement; merely a request.

Copies of the statement of interest must be submitted by **2:00PM CT on Tuesday, October 27, 2026**. Please electronic copies (media or e-mail attachment) as quantified to each of the following:

(1 electronic copy)
Sara Norstrom
Office of the State Engineer
1501 S Highline Ave, Suite 4A
Sioux Falls, SD 57018
Phone: 605.280.6606
E-mail: Sara.Norstrom@state.sd.us

(1 electronic copy)
Brian Limoges, Associate VP of Facilities Management
University of South Dakota
414 E Clark Street
Vermilion, SD 57069
Phone: 605.658.3308
E-mail: Brian.Limoges@usd.edu

Firms wanting additional site/project information should contact the OSE Project Engineer, Sara Norstrom. To schedule a site visit contact Brian Limoges.

Before submitting on this project, please review the OSE AE template contract and be familiar with the terms and conditions. These terms and conditions are not negotiable. Thank you for your interest in this project; we look forward to working with you.

Respectfully,

Kristine Day, Deputy State Engineer FOR
Stacy Watters, PE
State Engineer

CC: Sara Norstrom, OSE
Brian Limoges, USD

Attachments:
Copy of the Service Agreement. Please note that the contractual terms and definitions are not negotiable.

OFFICE OF THE STATE ENGINEER SOUTH DAKOTA

STATE OF SOUTH DAKOTA

SERVICE AGREEMENT

BETWEEN

«ServFirmCaps»
«ServAddressCaps»
«ServCityStZipCaps»

Referred to as Consultant

STATE OF SOUTH DAKOTA
«DeptAgencyCaps»

Referred to as Owner

BUREAU OF HUMAN RESOURCES AND ADMINISTRATION
OFFICE OF THE STATE ENGINEER

Referred to as OSE

«ProjTitleCaps»
«ProjLocCaps»
«ProjCityCaps», SOUTH DAKOTA
OSE# «OSE_Caps»

The State of South Dakota ("State"), acting through Owner and its representative OSE, hereby enters into this agreement (Agreement) as of **«ServDate»**, for services with Consultant in consideration and pursuant to the terms and conditions set forth herein.

WITNESSETH:

WHEREAS, State and Consultant intend to: **«ServScope»** (hereinafter referred to as "**Services**") with respect to [the] «ProjTitle» (hereinafter referred to as the **"Project"**);

WHEREAS, any additional terms and conditions attached to Consultant's proposal are excluded. These agreement terms and conditions shall supersede any conflicting proposal terms;

NOW THEREFORE it is mutually agreed as follows:

The following documents and any other documents incorporated in them by reference constitute the agreement documents (hereinafter referred to as "Agreement Documents"):

1. This Agreement; and

SAMPLE

2. Consultant's Proposal dated **«ServProposal»**, excluding, however, any terms or conditions in or attached to that proposal that are in addition to, or conflict with, the terms and conditions in this Agreement, which supersede any conflicting proposal terms

II. TERM OF AGREEMENT

A. The Agreement Documents shall commence upon the execution hereof by all signatories and, if all other terms and conditions are satisfied, **shall end on «ServEnd»** unless otherwise terminated or extended pursuant to the terms hereof., except for the Consultant's obligations under Parts V, VII, and VIII of this Agreement, which by their terms survive the completion of the Project and Part VI.A.2, which shall be continued for a minimum of 3 years after the date of the certification of the final Consultant's payment request.

III. BASIC SERVICES

A. Consultant shall perform the work ("Basic Services") set forth and described in the Consultant's proposal and as otherwise required for the Project.

B. Consultant, its employees, and consultants shall be responsible in the performance of the Services for exercising the degree of skill and care consistent with customarily accepted professional and technical practices and procedures for a consultant performing the type of services required for this Project, while providing services as expeditiously as reasonably possible, in accordance with the foregoing standard of care, to maintain the orderly progress of the Project.

IV. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

A. Consultant will not use State equipment, supplies or facilities.

B. With the exception of the following, Consultant will not use State equipment, supplies or facilities:

V. INDEMNITY PROVISION

A. Consultant agrees to indemnify and defend 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. Consultant 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. Consultant'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, Consultant 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 Consultant, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Consultant in the defense. This section does not require Consultant 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.

VI. INSURANCE

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

1. *Commercial General Liability Insurance:*
   Consultant shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage **with a limit of not less than «ServCGLwords» («ServCGLvalue») 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. Coverage for commercial general liability that exceeds one million dollars ($1,000,000) may be satisfied by excess liability (umbrella) coverage. However, the terms of any such excess liability coverage must follow form to, or otherwise be at least as broad as, the primary underlying commercial general liability coverage, and provide additional insured coverage to the State of South Dakota, its officers and employees. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

2. *Professional Liability Insurance or Miscellaneous Professional Liability Insurance:*
   Consultant 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)**. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

3. *Business Automobile Liability Insurance:*
   Consultant 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. State, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

4. *Worker's Compensation Insurance:*
   Consultant shall procure and maintain workers' compensation and employers' liability insurance **as required by South Dakota or Federal law**.

Before beginning work under this Agreement, Consultant shall furnish State with properly executed certificates of insurance which shall clearly evidence all insurance required in this Agreement including naming 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, Consultant agrees to provide immediate notice to State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of any insurance policies if requested by State.

SAMPLE

VII. TERMINATION PROVISION

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

B. State may, without being in default under this Agreement, terminate for its convenience all or any portion of the services provided under this Agreement by giving 20 days written notice to Consultant. In the event of such termination State shall pay to Consultant all compensation earned up to the effective date of termination. An equitable adjustment in compensation shall be made to provide Consultant with reasonable compensation for the costs of winding down its services and canceling its performance of services under this Agreement.

C. Upon termination for either default or convenience, Consultant shall turn over to State all data, plans, specifications, drawings, and information gathered or developed for any uncompleted services covered by this Agreement.

VIII. OWNERSHIP, USE OF DOCUMENTS, CONFIDENTIALITY OF DOCUMENTS

A. Ownership of Work Product: Upon payment as herein provided, the reports, plans, specifications, engineering calculations, technical data, all miscellaneous drawings, and all information contained therein provided by Consultant in connection with its performance under the Agreement Documents shall become the property of State. Consultant assigns to State all right, title, and interest, including all copyrights, in any work now existing or later create by Consultant under the Agreement Documents. Consultant shall sign any documents State considers necessary to secure any copyrights or other intellectual property rights to State with no additional charge. State hereby grants Consultant the right to retain copies of such materials and information to use these materials in any future work with State. Consultant may not disseminate these materials to any person or entity, nor may Consultant use these materials for purposes other than work for State, without the express written approval of State.

   It is agreed that Consultant will not be responsible for State's use of these materials and information for purposes other than the Project, unless there is a written agreement between the parties specifying otherwise.

B. Digital Data: All digital data associated with the Project is the property of State. The original developer of digital data shall not be responsible for any alterations of that digital data after sending to another party.

SAMPLE

C. Confidentiality of Work Product and Information Provided by State: All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided or prepared by Consultant, its owners, officers, employees, agents, consultants, contractors, and contractors in connection with its performance under the Agreement Documents and all such information provided by State to Consultant for the performance of the Agreement Documents are confidential and Consultant, its owners, officers, employees, agents, consultants, construction managers, and contractors shall not disclose this information to any person, individual, or entity without the express written permission of State.

D. Consultant shall include the requirements of Part IX in any agreement it enters into with other designers, consultants, contractors, contractors, persons, individuals, or entities for the performance of any of Consultant's obligations under the Agreement Documents.

IX. MISCELLANEOUS PROVISIONS

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

B. 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.

C. This Agreement may not be assigned without the express prior written consent of 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.

D. Consultant 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 State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

E. Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbing Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 C.F.R. Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the agreement.

SAMPLE

F. Consultant agrees to report to 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 Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to State and to make any other report provided for by their duties or applicable law. Consultant'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 State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

G. Consultant may not use subconsultants to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its sub-consultants to comply with the applicable provisions of this Agreement, to indemnify State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its sub-consultants, 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. State, at its option, may require the vetting of any sub-consultants. Consultant shall assist in the vetting process.

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

I. 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.

J. The Agreement Documents constitute the entire agreement among the parties with reference to the services described herein and shall not be amended or modified except in writing, signed by an authorized representative of each party. The Agreement Documents supersede all prior negotiations, representations, or agreements, whether oral or written, relating to the services herein described.

K. 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, 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.

L. 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.

M. 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.

SAMPLE

N. 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. Consultant 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 State to take any action that 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. Consultant agrees that the Agreement and any prices, fees and rates agreed to be paid by State under the Agreement are not confidential.

O. In the performance of these services and providing the deliverables under the Agreement, Consultant, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by Consultant and any sub-consultants, if applicable, under this Agreement. It shall be the duty of Consultant to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. Consultant represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

P. Consultant shall be responsible to State for material deficiencies in the Agreement deliverables and services which result from the failure to meet the standard given herein. Consultant shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to State, provided that Consultant's failure to comply is not due solely to the actions, errors, or omissions of State.

Q. Permitted or required approval by State of any services or deliverables furnished by Consultant shall not in any way relieve Consultant of its responsibility for the professional quality and technical accuracy and adequacy of its work. State's review, approval, acceptance, or payment for any of Consultant's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein Consultant shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to State caused by Consultant's performance or failure to perform under this Agreement.

R. In the event of a breach of these representations and warranties, State shall provide telephonic or electronic notice to Consultant. State may, in its sole discretion, require Consultant to cure such breaches. If it is necessary for Consultant to send at least one qualified and knowledgeable representative to State's site where the system is located, this will be done at Consultant's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

SAMPLE

S. The award of this Agreement to Consultant is not in any way an endorsement of Consultant or Consultant's services by the State of South Dakota and may not be so represented by Consultant in any advertising or publicity materials. Consultant agrees to submit to State all advertising, sales promotion, and other publicity relating to this Agreement wherein State's name is mentioned, or language is used from which the connection of State's name therewith may, in State's judgment, be inferred or implied. Consultant further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of State. Consultant may not in any way contract on behalf of or in the name of State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of State.

T. Consultant shall be responsible for all taxes, assessments, permit fees, or other charges pertaining to its performance of the services pursuant to the Agreement Documents, including exclusive liability for all contributions, taxes, or payments required to be made on account of Consultant's employees under State and Federal laws relating to unemployment compensation, worker's compensation, income tax, social security, or other legislation requiring the payment of similar contributions or taxes.

U. Consultant shall maintain and provide necessary supporting documentation for audit purposes during the term hereof and for a period of one year after the completion of services hereunder. Accounting records shall be kept on the basis of generally accepted accounting principles. Records shall be available to State or its authorized agents and representatives upon request during normal business hours at mutually convenient times.

X. NOTICE:

A. Any notice required under this Agreement provided for or permitted by the Agreement Documents shall be sufficient when mailed (by registered or certified mail, return receipt requested, postage prepaid), or through email communication, confirmation received. If notice is given by telephone it must be confirmed in writing, sent by any of the above methods on the same day; addressed to the parties as follows at the following addresses, or such other address as may be provided by any party by notice, and shall be deemed effective upon receipt:

SAMPLE

If to Consultant:
«ServFirm»
Attn: «ServContact»
«ServAddress»
«ServCityStZip»
Phone: «ServPhone»
Email: «ServEmail»

If to Architect/Engineer:
«AEFirm»
Attn: «AEContact»
«AEAddress»
«AECityStZip»
Phone: «AEPhone»
Email: «AEEmail»

If to State: If giving notice to State, notice shall be given to both of the following, unless otherwise specifically specified in the Agreement Documents:

Bureau of Human Resources and Administration,
The Office of the State Engineer
Attn: «SOSE», «SOSETitle»
Joe Foss Building 523 East Capitol Avenue
Pierre SD 57501-3182
Phone: 605.773.3466
Email: Stacy.Watters@state.sd.us

«ProjLoc»
Attn: «CampusContact»
«CampusAddress»
«CampusCityStZip»
Phone: «CampusPhone»
Email: «CampusEmail»

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

XI. AGREEMENT AMOUNT AND PAYMENT

A. The fee to be paid to Consultant for Basic Services shall be **«ServTotalFee»**.

B. In the event of a change in the scope of the Project, which results in additional work by Consultant, an increase in the fee to be paid Consultant shall be negotiated.

C. Consultant shall submit itemized invoices on a monthly basis to OSE. Invoices shall be submitted via email, include the OSE project number and document to the satisfaction of OSE the actual percentage of completion.

Programming	**«ServProgFee»**
Schematic Design Phase	**«ServSDFee»**
Design Development Phase	**«ServDDFee»**
Construction Documents Phase	**«ServCDFee»**
Bidding Phase	**«ServBidFee»**
Construction	**«ServCAFee»**
Closeout Phases	**«ServCloseFee»**
	Total: «ServTotalFee»

SAMPLE

D. If Owner retains any portion of payment that is properly due and undisputed beyond the time for payment specified herein and for reasons other than those required by statute, Owner shall owe and pay Consultant four percent (4%) interest compounded annually on the retained amount starting from the date payment first becomes due under this article.

E. State will not pay Consultant's expenses, including but not limited to travel, lodging and meals, as a separate item. Payment will be made pursuant to itemized invoices. Payment will be made consistent with SDCL ch. 5-26. Any overpayment of this Agreement shall be returned to State within thirty (30) days after written notification to Consultant.

XII. CERTIFICATIONS

A. Certification regarding Debarment, Suspension, and Voluntary Exclusion

By signing this Agreement, Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify State if during the term of this Agreement Consultant 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.

B. Compliance with Executive Order 2020-01

Pursuant Executive Order 2020-01, 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 signing this contract **Consultant** certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of State of Israel to do business, or doing business in State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination."

C. Compliance with SDCL ch. 5-18A

Consultant certifies and agrees that the following information is correct:

> Consultant is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

SAMPLE

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by Consultant on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

Consultant further agrees to provide immediate written notice to the purchasing 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 and would be cause to suspend and debar a business under SDCL § 5-18D-12.

D. Certification of No State Legislator Interest

Consultant (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, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

XIII. CONTROLLING LAW AND VENUE

A. 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.

XIV. AUTHORITY TO EXECUTE

Consultant represents and warrants that:

A. Consultant is a corporation duly incorporated, a limited liability company duly formed, or a limited liability partnership duly formed; is validly existing and in good standing under the laws of its state of incorporation or formation; and has all requisite corporate or organizational (as the case may be) power and authority to execute, deliver and perform its obligations under this Agreement;

B. The execution, delivery and performance of this Agreement has been duly authorized by Consultant; the individual(s) signing this Agreement on behalf of Consultant are authorized under the terms of its governing documents; and no approval, authorization or consent of any member, private party, governmental or regulatory agency is required in order for Consultant to enter into this Agreement and perform its obligations under this Agreement that has not been obtained;

C. Consultant is duly authorized to conduct business in and is in good standing in each jurisdiction in which Consultant will conduct business in connection with this Agreement; and

SAMPLE

D. Consultant 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 Consultant's performance of the services. Consultant will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in one original counterpart the day and year above first written.

Consultant:

_____ _____
(DATE)

(Print Name and Title)
«ServFirmCaps»
«ServAddress»
«ServCityStZip»

Recommended by:

_____ _____
«SOSECaps» (DATE)
«SOSETitle»
THE OFFICE OF THE STATE ENGINEER

Owner:
State of South Dakota

_____ _____
«S1» (DATE)
«S1Title»
«S1DeptAgency»

_____ _____
«S2» (DATE)
«S2Title»
«S2DeptAgency»

_____ _____
«S3» (DATE)
«S3Title»
«S3DeptAgency»

_____ _____
«S4» (DATE)
«S4Title»
«S4DeptAgency»

Reviewed by:

«OSEPM», OSE:_____ _____
Required Documents Received

[Initials] [DATE]

«R1», «R1Abbr»: _____ _____

«R2», «R2Abbr»: _____ _____

«R3», «R3Abbr»: _____ _____

«R4», «R4Abbr»: _____ _____

«R5», «R5Abbr»: _____ _____

SAMPLE