

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

**Identification and monitoring of American Dipper populations and inhabited areas in South Dakota**  
**PROPOSALS ARE DUE NO LATER THAN July 22, 2016, 5:00 PM CDT**

RFP #: 700

BUYER: SD Dept. of  
Game, Fish & Parks  
(ATTN: Casey Heimerl)

EMAIL:  
Casey.Heimerl@state.sd.us

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

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

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

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

FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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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 American Dipper (*Cinclus mexicanus*) is a rare species. Within South Dakota, it is restricted to the Black Hills. The current known breeding distribution of Dippers occurs along Spearfish Creek and portions of Whitewood Creek in the northern Black Hills. Currently, there are roughly 50 known nests within these watersheds. This RFP is to solicit proposals to survey Black Hills riparian areas for American Dippers and monitor nest site occupancy and nest success in the current known breeding areas as well as any newly located nest sites. The result of this work will better describe the current distribution of American Dippers in the Black Hills of South Dakota.

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

The Bureau of Administration, Office of Procurement Management is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, South Dakota Department of Game, Fish and Parks. The reference number for the transaction is RFP #700. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

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

RFP Publication	June 27, 2016
Deadline for Submission of Written Inquiries	July 06, 2016
Responses to Offeror Questions	July 11, 2016
<b>Proposal Submission</b>	<b>July 22, 2016</b>
Proposal Revisions (if required)	July 27, 2016
Anticipated Award Decision/Contract Negotiation	July 29, 2016

### **1.4 SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the SD Department of Game, Fish and Parks by the date and time indicated in the Schedule of Activities (Friday, July 22, 2016).

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

An original and two (2) identical copies of the proposal shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #700**  
**PROPOSAL DUE July 22, 2016**  
**BUYER South Dakota Department of Game, Fish and Parks**  
ATTN: Casey Heimerl  
523 East Capitol Avenue, Pierre, SD 57501-3182

All capital letters and no punctuation are used in the address. The **SD DEPARTMENT OF GAME FISH & PARKS** address as displayed should be the only information in the address field.

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

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

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

**1.6 NON-DISCRIMINATION STATEMENT**

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

**1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

**1.8 OFFEROR INQUIRIES**

Offerors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to **Casey Heimerl** at **casey.heimerl@state.sd.us** with the subject line "RFP #700". Inquires may also be faxed to **605-773-6245**. If inquiries are submitted by mail the envelope should be addressed to: SD Game, Fish & Parks Department, ATTN: Casey Heimerl, 523 E. Capitol Avenue, Pierre, SD 57501. Be sure to reference the RFP number in your letter.

The South Dakota Department of Game, Fish and Parks prefers to respond to offeror's inquiries (if required) via e-mail. If an offeror does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the offeror. All offerors will be informed of any inquiries and the State's response. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

## **1.9 PROPRIETARY INFORMATION**

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

## **1.10 LENGTH OF CONTRACT**

The length of the contract is estimated to be two (2) years, beginning April 1, 2017 and ending on or before March 31, 2019. The contract length is established to cover two field seasons of survey work (approximate dates April –September 2017 and April – September 2018) and six months of analysis and report writing (approximate dates October 2018 – March 2019). A contract extension will be considered with appropriate justification.

## **1.11 GOVERNING LAW**

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

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

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

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

## **2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

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

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

- 2.2** The Contractor's services under this Agreement shall commence on **1 April, 2017** and end on **31 March, 2019** unless terminated sooner pursuant to the terms hereof.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT will be determined at a later date based on proposals received. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** The Contractor 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.
- 2.6** 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.

- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** 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.

- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** 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.
- 2.11** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.12** 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.
- 2.13** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described 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.

- 2.15** 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.
- 2.16** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. 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.
- 2.18** 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.
- 2.19** 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 intent of this Request for Proposal and any resultant Agreement is to obtain services to:

**1. Conduct an annual survey in each of two years to document new American Dipper nesting locations on portions of the following Black Hills riparian areas (see Appendix 1 for maps of survey locations).**

Name	Approx. Survey Length (miles)	Description
Bear Butte Creek	6	Galena to Boulder Creek
Box Elder Creek	3	Nemo to US Job Corps
Elk Creek	10	Old Ridge Road to Bethlehem Road
French Creek	12	Lame Johnny Rd/Horse Camp to Wildlife Loop Rd
Upper Rapid Creek	10	Rochford to Trebor Draw
Lower Rapid Creek	14	Thunderhead Falls Rd to Cleghorn Springs
Spearfish Creek	17	Cheyenne Crossing to HWY 14A crossing
Squaw Creek	2	Spearfish Creek to Cole Creek
Iron Creek	2	Spearfish Creek to Sawmill Gulch
Little Spearfish Creek	5	Cheyenne Crossing to Timon Campground
East Spearfish Creek	4	Cheyenne Crossing to Long Draw Rd
Whitewood Creek	15	Englewood to Sandy Creek
<b>Approx. Total Survey Miles</b>	100	

Visual surveys will be conducted from April through July along all accessible areas of the above listed stream segments containing suitable nesting habitat for American Dippers. Sections of streams that run through areas that are clearly unsuitable (ex. open meadows) may be bypassed as well as those that are inaccessible due to the terrain or lack of landowner permission to access. A majority of the streams reside in public National Forest Lands; however there are small sections that cross private property. It will be the researcher's responsibility to contact landowners for permission prior to accessing any private lands.

Suitable nesting habitat for American Dippers consists of one or more of the following features:

- Streams containing riffles, waterfalls, boulders, bridges
- Streams bordered by rock cliffs with crevices and outcroppings
- Stream sides with some degree of vegetative overstory cover

During surveys, researchers will watch for flights and listen for calls of American Dippers in addition to searching for active and inactive nests. For every observation, a GPS location will be taken and a breeding behavior code will be assigned following the SD Breeding Bird Atlas criteria (Appendix 2).

If a nest is observed, photographs will be taken and the following information will be recorded:

Active nests:

- GPS location
- Nest site substrate (ex. cliff overhang, boulder, bridge, rock crevice, nest box)
- Number of adults and young observed
- Approximate age of young (recently hatched versus near fledgling)
- Breeding behavior code (Appendix 2)

Inactive nests:

- GPS location
- Nest site substrate (ex. cliff overhang, boulder, bridge, rock crevice)
- Condition of nest (recently constructed versus old/deteriorating)

## **2. Monitor nest site occupancy and nest success of known and newly identified American Dipper nests.**

SD Dept. of Game, Fish and Parks will provide locations of the current known American Dipper nest locations in Spearfish and Whitewood creeks. Researchers will visit these sites in addition to any newly identified nests a minimum of two times per year to document the highest level of confirmed breeding behavior status (from Appendix 2) and to document nest success (number of young near fledging age). Information to be recorded during site visits is the same as listed above. Timing of the second follow up visits will depend on the observed activity of the nest during the first visit. For example, an observed nest with adult birds feeding young will need to be revisited earlier than a nest with an adult incubating eggs.

### **Deliverables**

Two interim reports and one final report will be submitted to the SD Dept. of Game, Fish and Parks with deadlines to be determined at a later date. Researchers will also supply the Department with GIS shapefiles of data recorded, copies of field notes, and photographs taken in the field.

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

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.
- 4.4** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.

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

## **5.0 PROPOSAL RESPONSE FORMAT**

**5.1** An original and two (2) copies shall be submitted.

- 5.1.1 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Offerors may send the electronically formatted copy of their proposal via email.
- 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

**5.2** All proposals must be organized and tabbed with labels for the following headings:

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
  - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
  - 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. 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 Proposed project management techniques; and
  - 6.1.7 Ability and proven history in handling special project constraints.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

**7.0 COST PROPOSAL**

**BUDGET (Based on Calendar Year):**

<b>Category</b>	<b>Year 1 (2017)</b>	<b>Year 2 (2018)</b>	<b>Year 3 (2019)</b>	<b>TOTAL</b>	<b>Method of cost calculation, if relevant</b>
Personnel <sup>1</sup>					
Supplies and materials <sup>2</sup>					
Travel and lodging <sup>3</sup>					
Equipment <sup>4</sup>					
Other indirect costs					
<b>TOTAL</b>					

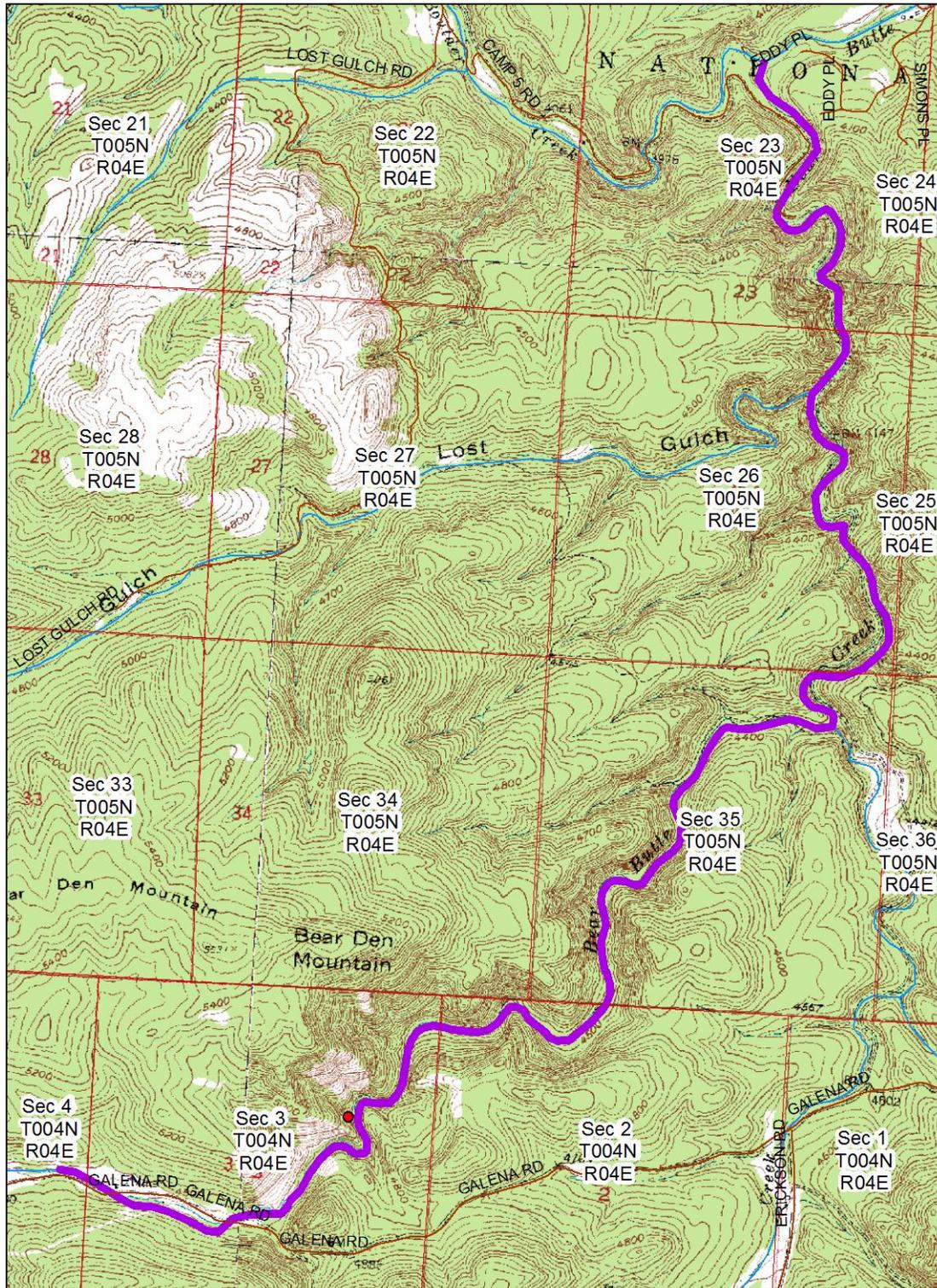
<sup>1</sup>Indicate how this cost was estimated, including hourly personnel cost calculations.

<sup>2</sup>List examples of anticipated purchases.

<sup>3</sup>Indicate how this cost was calculated.

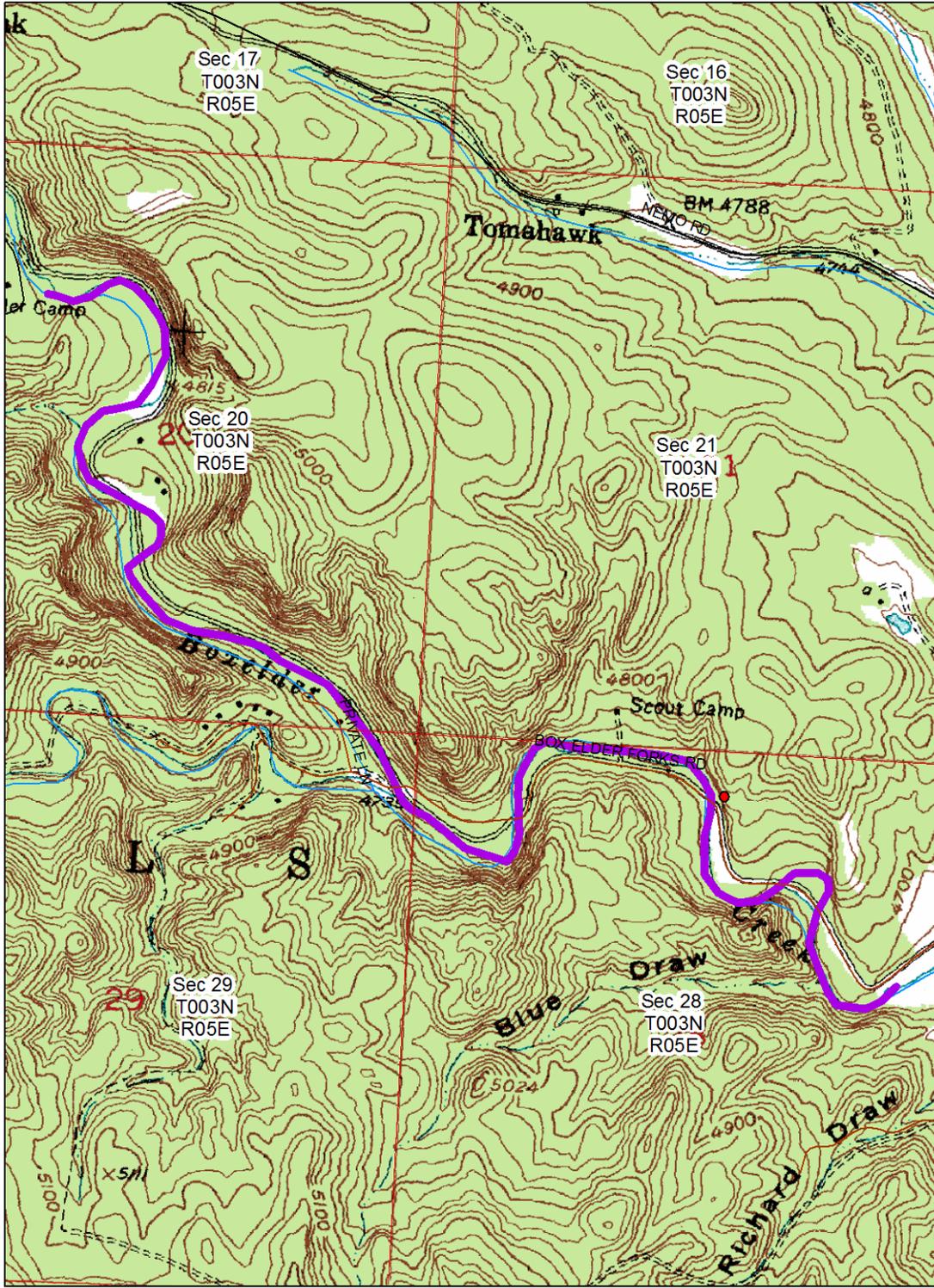
<sup>4</sup>List examples of anticipated purchases.

## Bear Butte Creek Survey Area



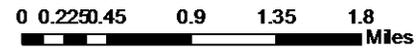
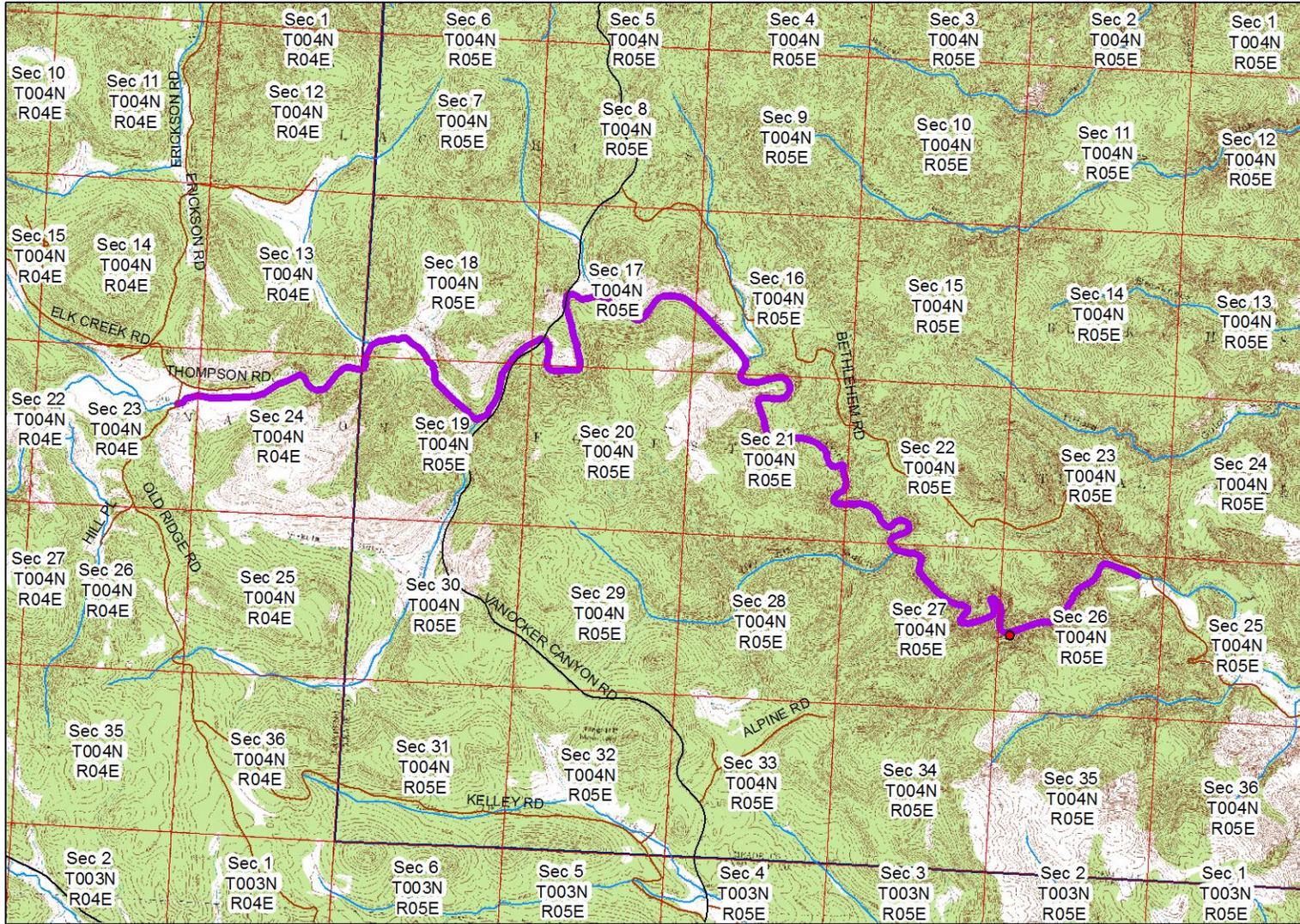
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# Box Elder Creek Survey Area



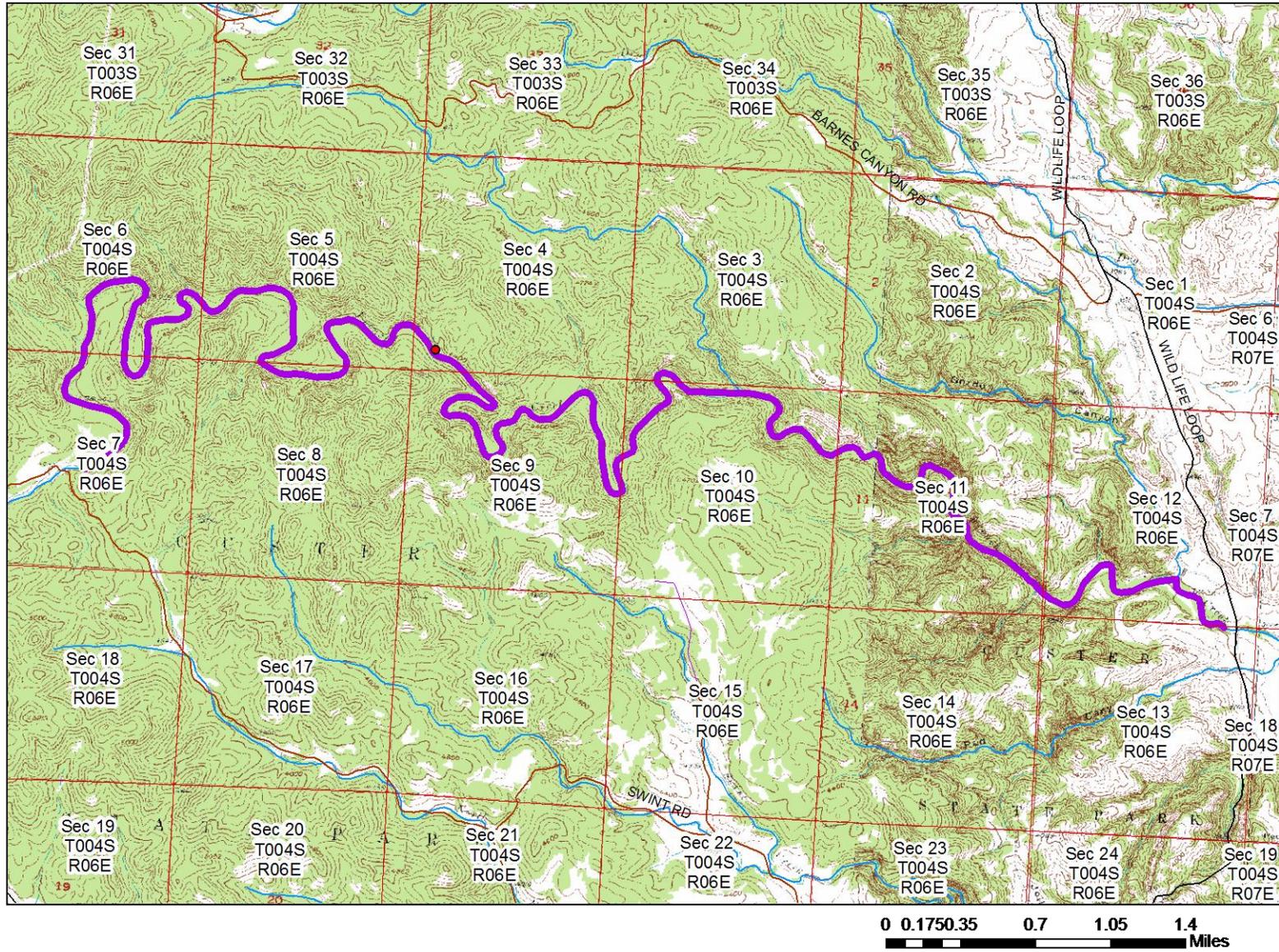
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# Elk Creek Survey Area

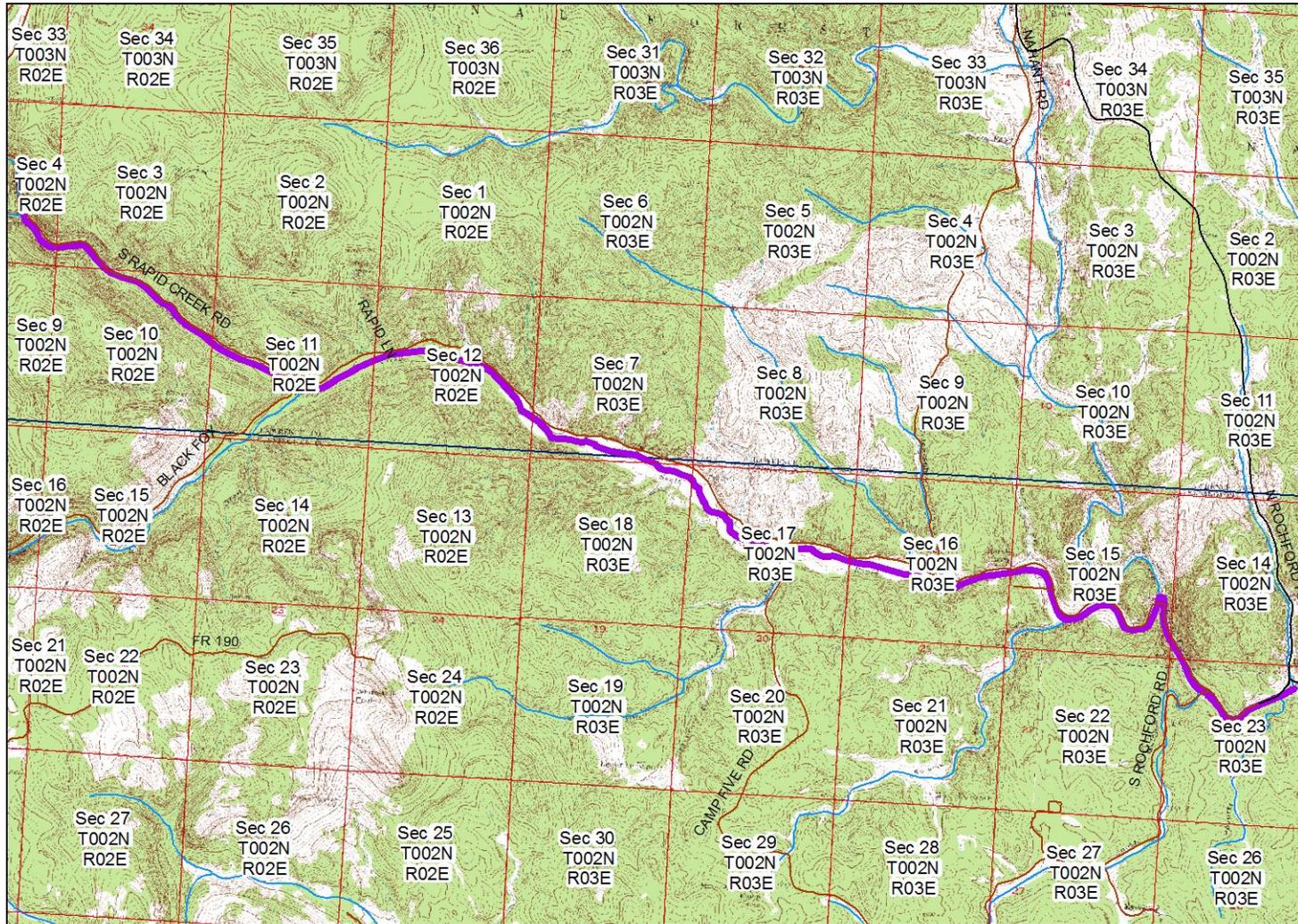


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# French Creek Survey Area

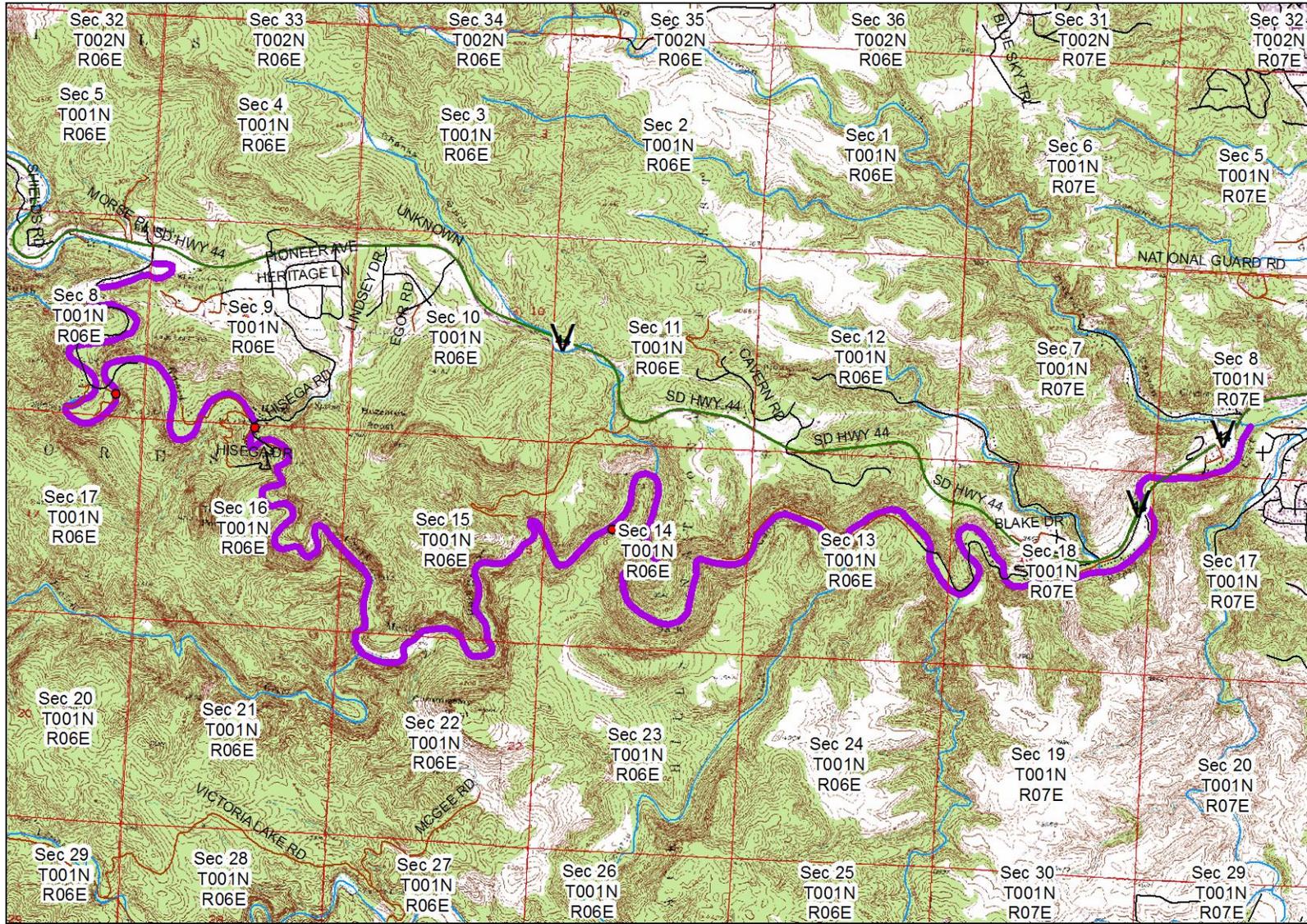


# Upper Rapid Creek Survey Area



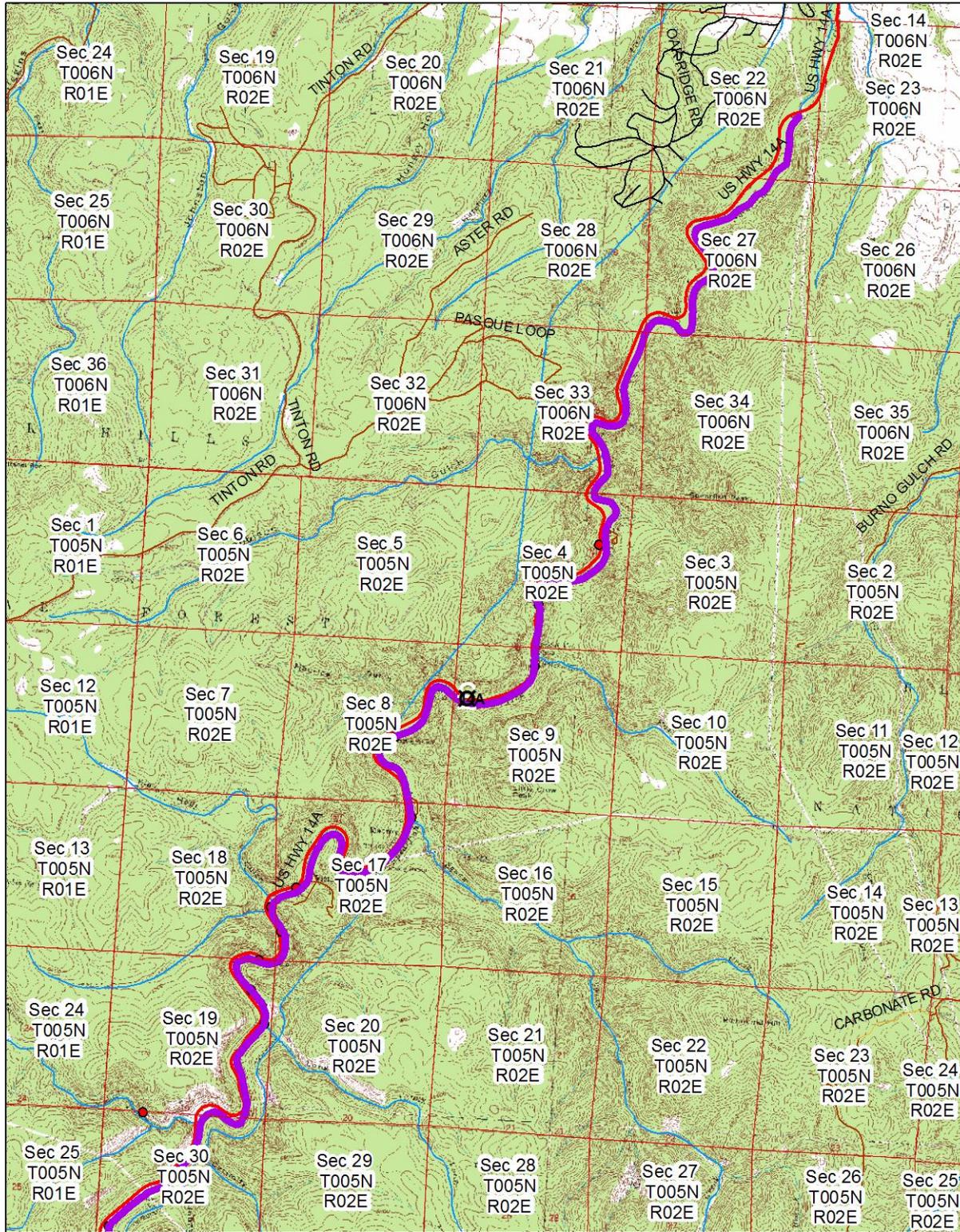
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# Lower Rapid Creek Survey Area



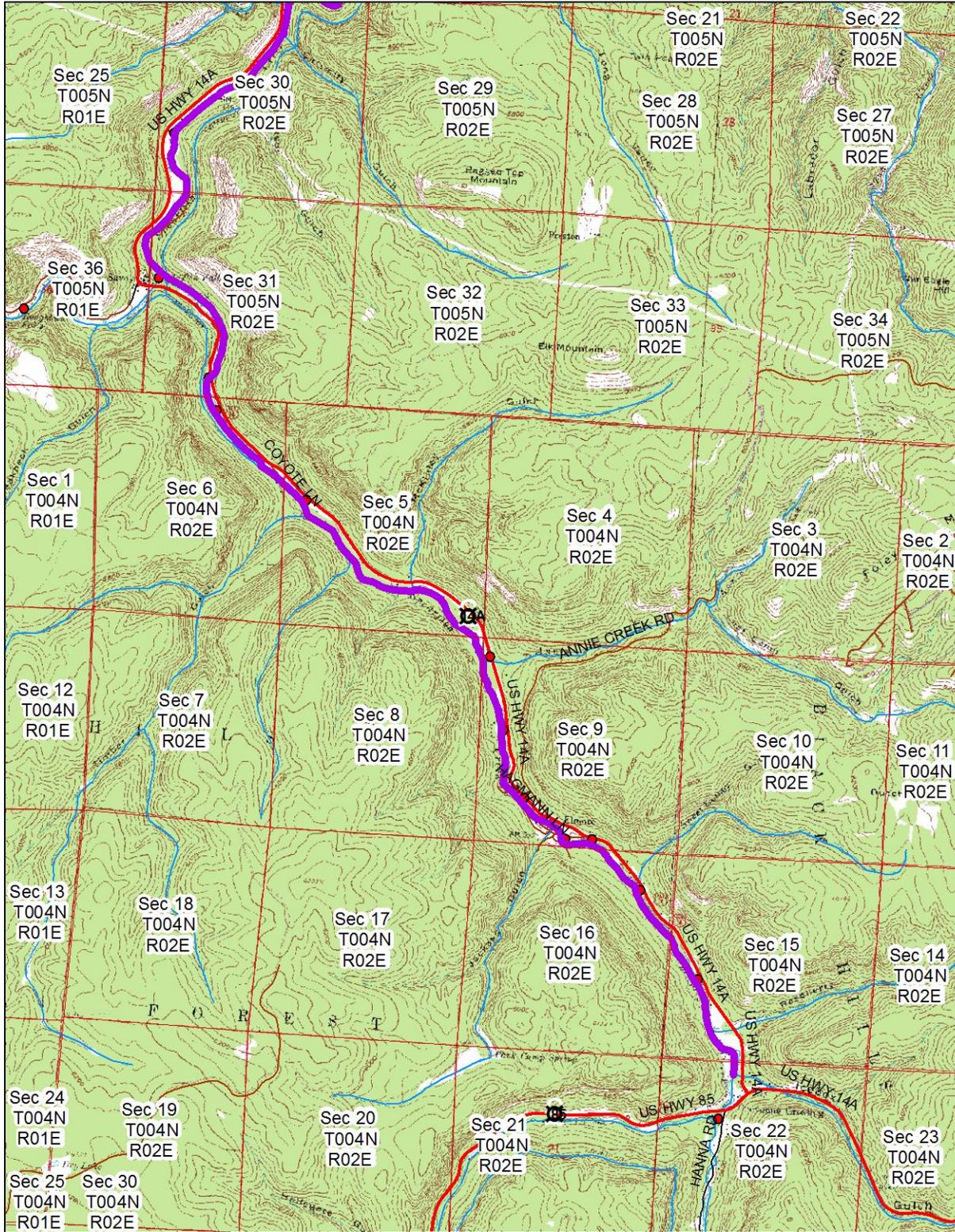
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# Spearfish Creek Survey Area - North



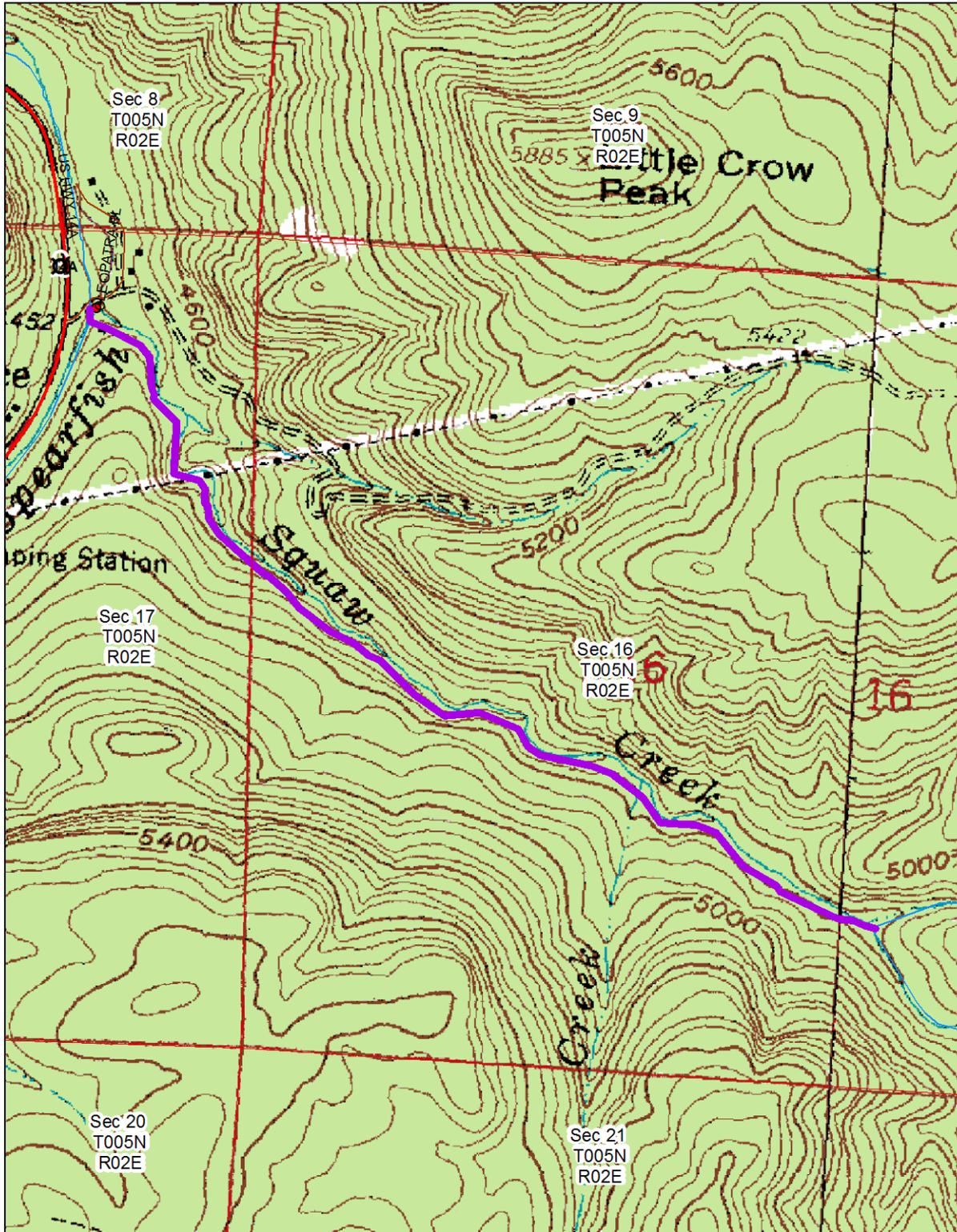
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# Spearfish Creek Survey Area - South



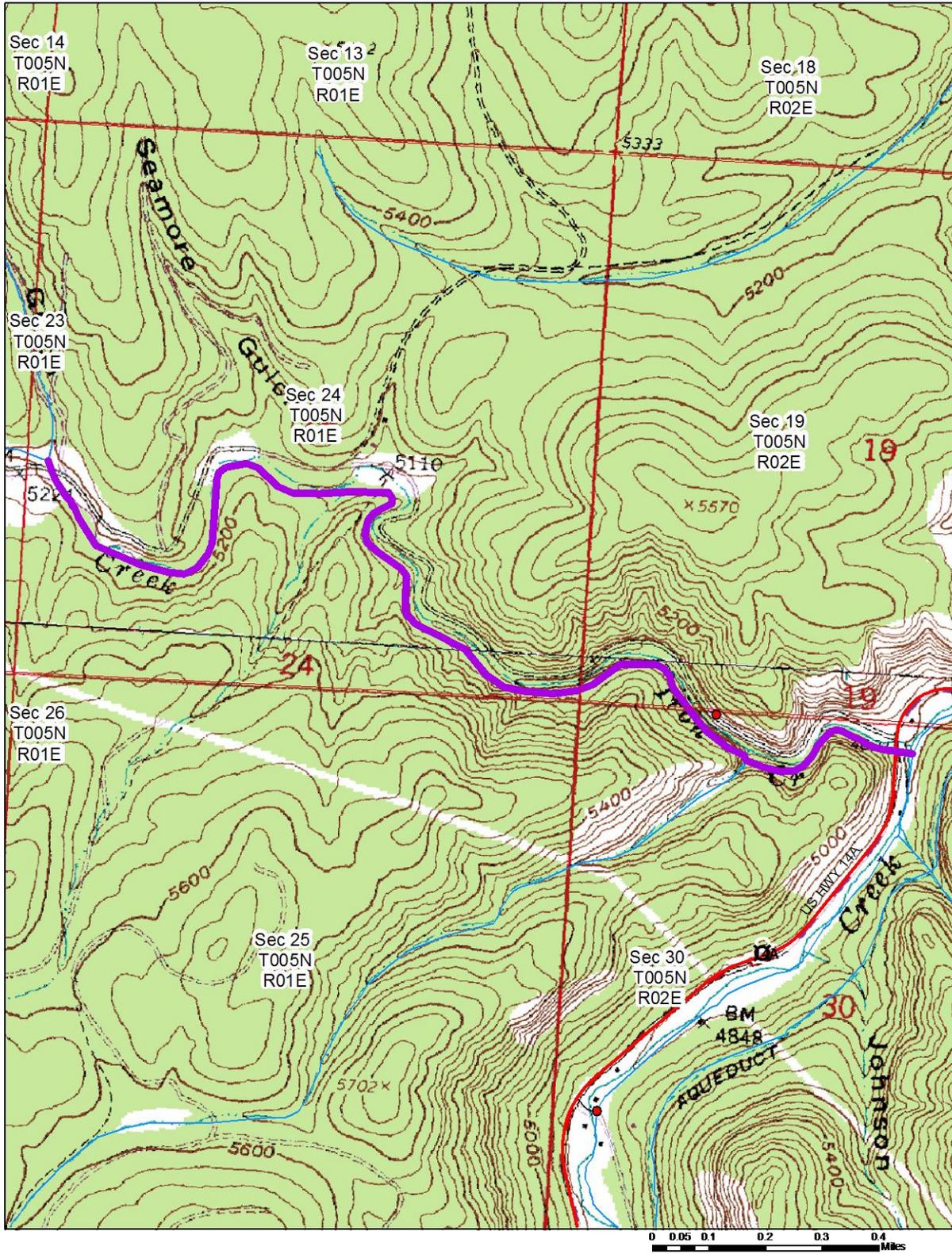
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# Squaw Creek Survey Area



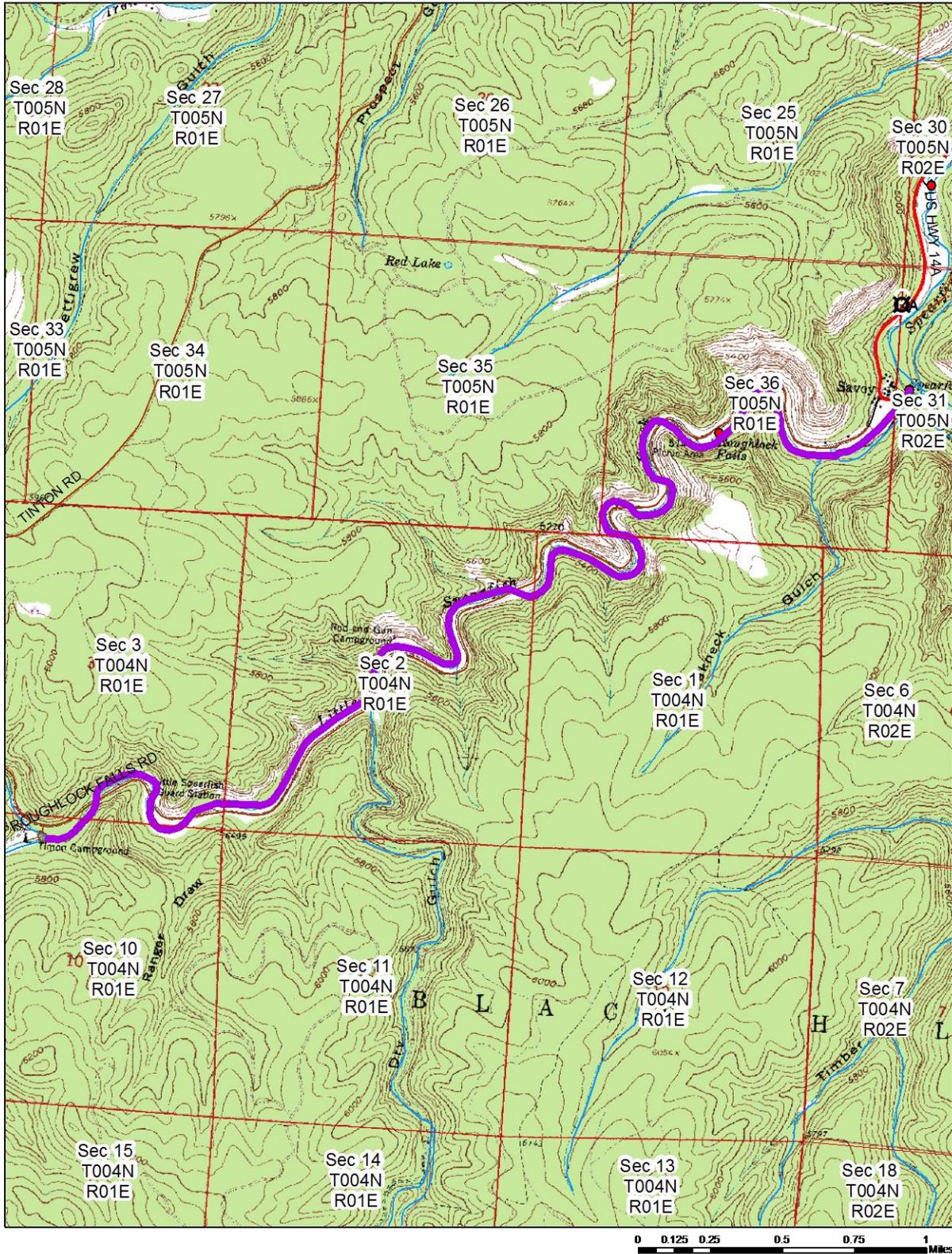
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# Iron Creek Survey Area



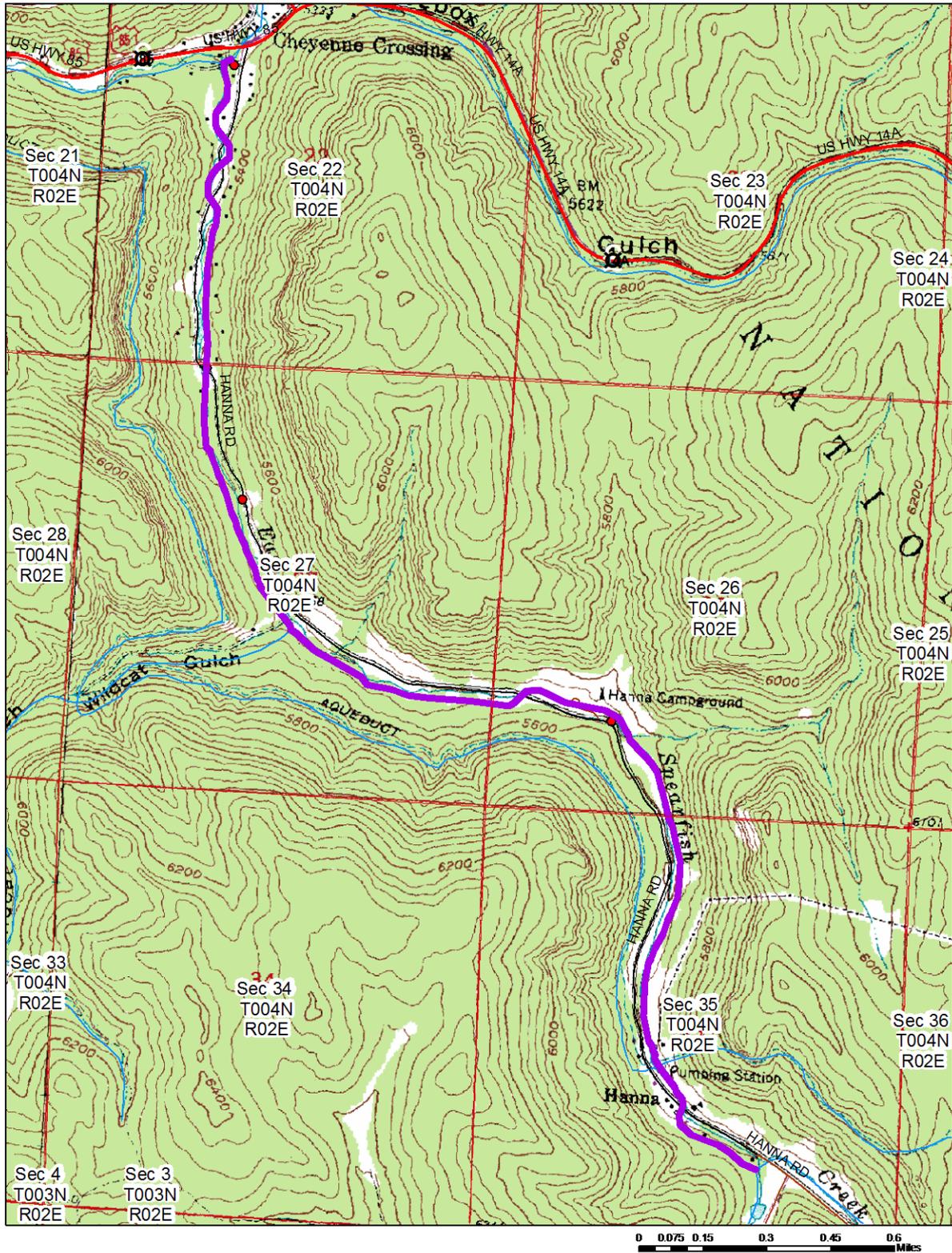
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# Little Spearfish Creek Survey Area



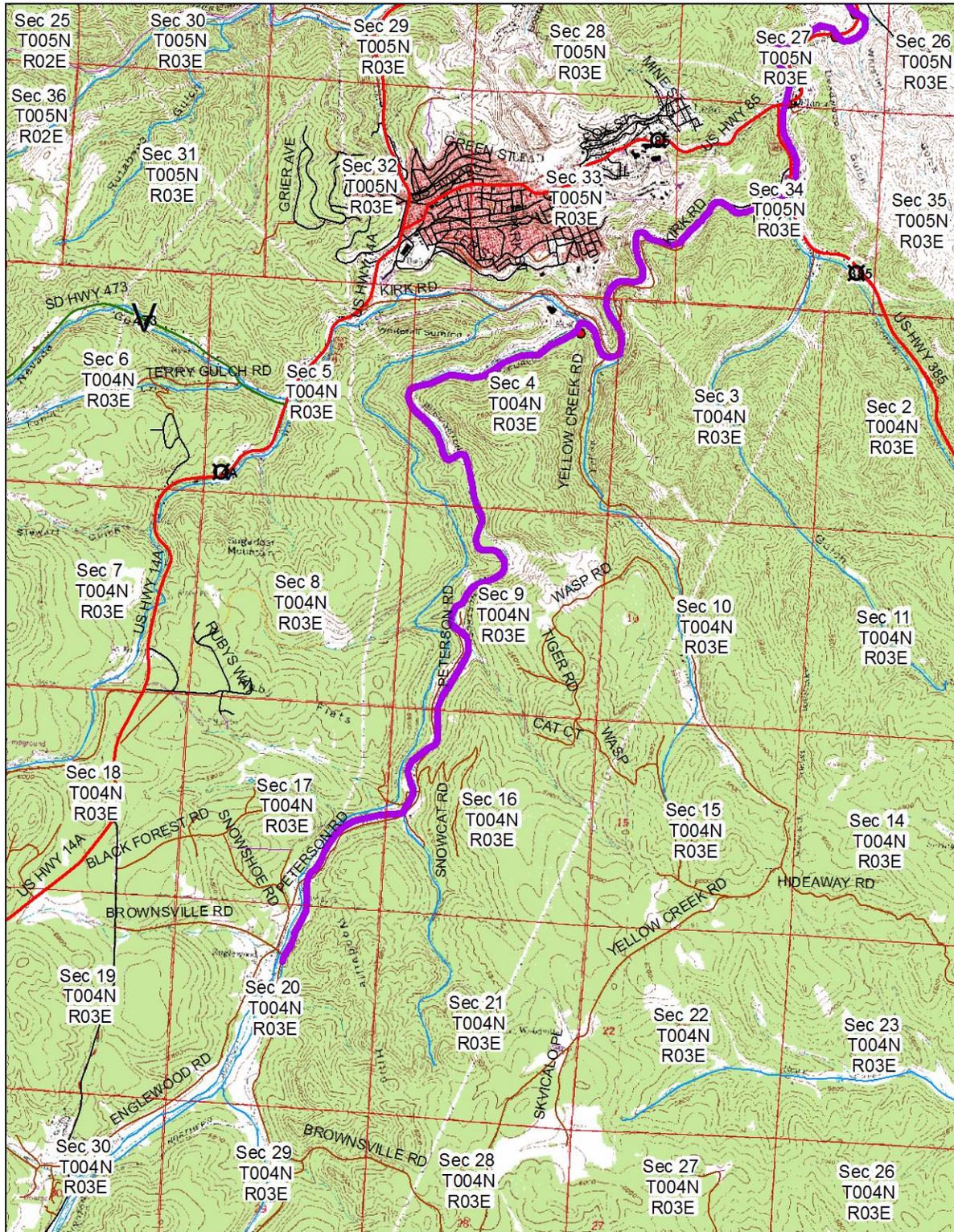
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# East Spearfish Creek Survey Area



1

# Whitewood Creek Survey Area - South



1

Appendix 2. South Dakota Breeding Bird Atlas 2, Breeding Status and Behavior Codes

Status Code	Behavior Code	Description
Observed (O)	O	Species (male or female) observed during its breeding season (within safe dates), but no evidence of breeding. Not in suitable nesting habitat - examples are vultures, raptors, colonial nesters not at nesting colony.
	?	Species (male or female) observed in suitable habitat during its breeding season.
Possible (PO)	X	Singing male present in suitable habitat during its breeding season.
	M	<b>Multiple</b> males of a single species singing within a block in a single visit during their breeding season.
Probable (PR)	P	<b>Pair</b> observed in suitable nesting habitat during its breeding season.
	S	<b>Song</b> at same location on at least 2 occasions 7 or more days apart.
	T	<b>Territory</b> defense observed (chasing of individuals of same species) - presumed permanent territory.
	C	<b>Courtship</b> behavior, or <b>copulation</b> .
	N	Visiting potential <b>nest-site</b> .
	A	<b>Agitated</b> behavior or anxiety calls from adult.
	B	Nest <b>building</b> by wrens or eagles; hole excavation by woodpeckers.
	CN	<b>Carrying nesting</b> materials (sticks, grass, hair, etc.).
Confirmed (CO)	NB	<b>Nest building</b> by all species except eagles, wrens, woodpeckers.
	PE	<b>Physiological evidence</b> based on bird in hand: highly vascularized, edematous incubation/brood patch, or egg in oviduct.
	DD	<b>Distraction display</b> or injury feigning.
	UN	<b>Used nests</b> or eggshells found. CAUTION: these must be carefully identified to be accepted.
	PY	<b>Precocial young</b> . Flightless chicks of precocial species restricted to the natal area by limited mobility or dependence on adult.
	FL	Recently <b>fledged young</b> incapable of sustained flight, restricted to natal area by limited mobility or dependence on adult.
	ON	<b>Occupied nest</b> : adults entering or leaving a nest site in circumstances indicating an occupied nest. Use this code for nests too high or enclosed to view the contents.
	CF	<b>Carrying food</b> : adult carrying food for the chicks.
	FY	Adult <b>feeding</b> recently fledged <b>young</b> .
	FS	Adult carrying <b>fecal sac</b> .
	NE	<b>Nest with eggs</b> .
	NY	<b>Nest with young</b> seen or heard.