

**STATE OF SOUTH DAKOTA  
Department of Health  
South Dakota Public Health Laboratory  
615 East 4<sup>th</sup> Street  
Pierre, SD 57501**

**REQUEST FOR PROPOSAL: LABORATORY COURIER SERVICES**

**PROPOSALS ARE DUE NO LATER THAN 03/22/2024 by 4pm CST**

RFP #: 24-0905001-018

State POC: DR TIM SOUTHERN

EMAIL:

tim.southern@state.sd.us

**READ CAREFULLY**

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

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)

This proposal requests applications to provide courier services for the South Dakota Public Health Laboratory (SDPHL). The successful applicant will provide for the delivery of clinical and environmental samples from laboratory clients statewide.

### 1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, SD Public Health Laboratory. The reference number for the transaction is RFP # 24-0905001-018. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### 1.3 LETTER OF INTENT

All interested offerors must submit a **Letter of Intent** to respond to this RFP.

The letter of intent should be received in the SD Public Health Laboratory by no later than 02/15/2024 by 4pm CST. If submitted by mail the envelope should be addressed to:

**RFP # 24-0905001-018  
DR TIM SOUTHERN  
SD PUBLIC HEALTH LABORATORY  
615 EAST 4TH STREET  
PIERRE, SD 57501**

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to Dr Tim Southern via email at [tim.southern@state.sd.us](mailto:tim.southern@state.sd.us). Please place the following in the subject line of your email: **"Letter of Intent for RFP 24-0905001-018"**.

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

RFP Publication	02/05/2024
Letter of Intent to Respond Due	02/15/2024 by 4pm CST
Offeror Questions Due	02/23/2024 by 4pm CST
Responses to Offeror Questions	03/01/2024
Proposal Submission	03/22/2024 by 4pm CST
Oral Presentations/discussions (if required)	04/01/2024
Proposal Revisions (if required)	04/12/2024 by 4pm CST
Anticipated Award Decision/Contract Negotiation	04/26/2024

### 1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the SD Public Health Laboratory by the date and time indicated in the Schedule of Activities.

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

The bidder has two options to submit proposals:

1) The bidder may submit one electronic original of the proposal and 2 paper copies of the proposal to be received by the Department no later than five days of the date and time indicated in the Schedule of Activities or,

2) The bidder may submit one original paper copy and 5 copies of the proposal by the date and time indicated in the Schedule of Activities.

All proposals must be signed by an officer of the responder legally authorized to bind the responder to the proposal on the form intended by the respondent. If the bidder chooses to submit an electronic copy, an electronic signature may be provided. Proposals that are not properly signed may be rejected. The sealed envelope should be marked with the appropriate RFP Number and Title. **Proposals should be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #24-0905001-018**  
**PROPOSAL DUE 03/22/2024 by 4pm CST**  
**DR TIM SOUTHERN**  
**TIM.SOUTHERN@STATE.SD.US**  
**SD PUBLIC HEALTH LABORATORY**  
**615 EAST 4TH STREET**  
**PIERRE, SD 57501**

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.

**1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**  
**Bidders submitting a response to the Department’s RFP make each of the following certifications.**

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.

**1.7 NON-DISCRIMINATION STATEMENT**

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

**1.8 BUSINESS WITH A 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.

## **1.9 BUSINESS THAT BOYCOTTS PERSON OR ENTITY OF ISRAELI ORIGIN**

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.

## **1.10 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.

## **1.11 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.

In the event the winning proposer's contract is withdrawn or terminated for any reason, the State reserves the right to revisit the selection of the RFP, and select the next highest scoring qualified bidder, subject to the condition that the offer, as made in the bid, is still valid from the bidder.

### 1.12 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 Dr Tim Southern at [tim.southern@state.sd.us](mailto:tim.southern@state.sd.us) with the subject line "RFP # 24-0905001-018".

The State will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. 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.

### 1.13 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists, non-public financial statements, personnel information other than salaries and routine directory information, financial information supplied for qualifying for a bid submitted to the department.

***If the bidder desires to protect proprietary or trade information, the bidder shall mark that information in the FRP as proprietary or trade information. It may be contained in a single section or marked by the use of font, size, or markings. An entire proposal may not be marked as proprietary.*** The Executive Summary must contain specific justification explaining why the information is to be protected. The Department staff will review what information is claimed to be proprietary or trade information and make discretionary decisions regarding its protection under the Public Records Act. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

### 1.14 LENGTH OF CONTRACT

The anticipated award period is June 1, 2024 to May 31, 2025 with the opportunity to renew the contract annually for up to 5 (five) years. If the contractor expects cost increases in subsequent years, increases must be clearly identified for each year.

### 1.15 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:

In the RFP response the bidder should provide some indication whether the terms are acceptable, if negotiation is required or the terms are unacceptable. The State reserves the right to disqualify the bidder based upon terms it deems "NOT AGREEABLE" or if negotiation does not yield an acceptable agreement by the state. These indications assist the parties draft a contract more quickly upon selection.

		Agreeable	Negotiable	Not Agreeable
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 _____ and end on _____, unless sooner terminated 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 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			
2.5	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	<p>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:</p> <p>A. Commercial General Liability Insurance:</p> <p>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.</p> <p>B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:</p>			

	<p>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.</p> <p>C. Business Automobile Liability Insurance:</p> <p>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.</p> <p>D. Worker's Compensation Insurance:</p> <p>The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.</p> <p>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.</p>			
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	<p>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.</p> <p><i>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</i></p>			
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 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.			
2.18	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.			
2.20	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.			

### 3.0 **SCOPE OF WORK**

**Overview:** The successful applicant will provide courier services for clients of the South Dakota Public Health Laboratory (SDPHL) in Pierre, South Dakota. These services include pick-up of packages from hospitals, clinics, veterinary clinics, community water and wastewater systems, and other state and federal agencies located throughout South Dakota with next-day delivery to the SDPHL.

**Shipping Materials and Sample Types:** The courier will be responsible for pick-up, transport, and delivery of human clinical specimens, environmental samples, and forensic samples. Sample types

include, but are not limited to, the following: animal tissue, human tissue, blood, urine, stool, swabs, bacterial isolates, fungal isolates, and water. It is the responsibility of the package originator that all samples are packaged in approved mailers/containers; shipping materials will be provided by the package originator and/or the Public Health Laboratory. The SDPHL offers annual training to all medical clients to ensure appropriate packaging of human clinical specimens. Although not required, it is recommended that courier representatives participate in this free annual training. The successful applicant will have the capability to transport padded envelopes, small boxes, foam containers, and coolers (up to 120 quarts).

**Routes:** SDPHL clients are located statewide so the successful applicant must have a system of routes in place to courier samples to the SDPHL from communities throughout South Dakota. The courier will need to visit as many as 120 communities with a total of 250 (or more) stops each day. However, communities visited, stops made, and packages transported can vary significantly. Preference will be given to those applicants that have routes that best serve the courier needs of the SDPHL and its many clients around the state. Preference will also be given to applicants that can accommodate monthly or seasonal surge in package volume. Table 1 provides a partial list of the municipalities served by the current SDPHL courier.

**Schedule:** Frequency of courier pick-up is based on the needs of each SDPHL client. Many clients will require a daily courier pick-up, while others may require pick-up 1 – 3 times per week, or even once weekly. Some clients will require courier pick-up “as needed” so the applicant must have a system in place to respond to calls for on-demand courier service. Next-day delivery of packages to the SDPHL is required Monday-Saturday; Sunday delivery is optional. The successful applicant must also provide in advance those days when it is customary that the courier does not operate such as holidays, and must also have in place an Inclement Weather Policy and notification system to alert the SDPHL of delays or cancellations due to inclement weather. Preference will be given to applicants that can provide next-day delivery to the SDPHL seven days a week and on holidays.

**Emergency and Bi-Directional Services:** The successful applicant will be agreeable to change routes, courier stops, and stop frequency in the event of a disaster, disease outbreak, or other event of public health concern. The successful applicant will also be agreeable to bi-directional courier services during events of public health concern where packages are sent from the SDPHL to clients around the state. These changes would be negotiated at the time of the event. Preference will be given to those applicants who can provide emergency and bi-directional courier services.

**Transport and Storage Conditions:** All packages will be transported using vehicles in good condition that provide appropriate climate control. Packages MUST NOT be allowed to freeze. In the event of weather-related delays, all packages MUST be stored in a climate-controlled facility. The successful applicant will have a clearly defined plan for climate control of all packages from the time of pick-up until delivery at the SDPHL.

**Security and Chain-of-Custody:** The courier must ensure all drivers identify themselves during package pick-up. The courier must also ensure package security from the time of pick-up until delivery at the SDPHL. In some cases, the courier may be required to complete chain-of-custody documentation that documents courier possession of a package from pick-up to delivery at the SDPHL; chain-of-custody form(s) will be provided by the package originator. The successful applicant will have a clearly defined plan to ensure package security from pick-up to delivery. The successful applicant must also be willing to participate in chain-of-custody when required.

**Customer Service:** The successful applicant will have primary and secondary (backup) points-of-contact for the SDPHL and its clients. These points-of-contact will receive all requests for pick-ups and will any issue related to courier services. The successful applicant will also have a demonstrated history of responsive, client-oriented customer service.

**Use of Third-Party Couriers and/or Sub-Contractors:** Applicants that use third-party couriers or sub-contractors will guarantee strict adherence by all parties to the conditions outlined in this RFP and any

subsequent contract. The successful applicant will provide a list of all third-party couriers and/or sub-contractors that will participate in package pick-up, transport, and delivery. It is expected that any change(s) to third-party couriers or sub-contractors MUST be submitted to the SDPHL in writing 30 days prior to changes taking place. Additionally, the successful applicant will commit to oversight and responsibility for all third-party couriers and/or sub-contractors in the delivery of services described in this RFP.

**Billing:** Primary and secondary (backup) points-of-contact for all billing-related questions will be designated by the successful applicant. The SDPHL will be billed monthly for all courier services. Invoices will be provided at minimum as an electronic file in Microsoft Excel, or similar. Hardcopy may also be provided but is not required. Each invoice will list all routes, stops, frequency of stops, and number of packages transported, as well as costs associated with each stop and route. The successful applicant will be expected to work with the SDPHL to develop an invoice format that is acceptable to both parties.

**Table 1. Partial list of South Dakota municipalities that currently receive courier service.**

Aberdeen	Coleman	Geddes	Milbank	Sioux Falls
Alcester	Colton	Gregory	Miller	Sisseton
Arlington	Conde	Groton	Mission	Spearfish
Armour	Corona	Herald	Mitchell	Springfield
Aurora	Coteau Des Prairie	Herreid	Mobridge	Sturgis
Badger	Crooks	Highmore	Monroe	Summit
Belle Fourche	Custer	Hot Springs	Mount Vernon	Tabor
Beresford	Dakota Dunes	Howard	North Sioux City	Tea
Big Stone	Dell Rapids	Huron	Parker	Tripp
Bon Homme	Delmont	Ipswich	Parker	Tyndall
Bowdle	DeSmet	Irene	Parkston	Valley Springs
Bradley	Doland	Java	Pickstown	Vermillion
Brandon	Egan	Jefferson	Piermont	Viborg
Bridgewater	Elk Point	Kimball	Pierpoint	Volga
Bristol	Elkton	Lake Andes	Pierre	Wagner
Brookings	Eureka	Lake Preston	Pine Ridge	Wakonda
Bruce	Fairfax	Lake Thompson	Plankinton	Wallace
Bryant	Faulkton	Lead	Platte	Watertown
Burke	Flandreau	Lennox	Pleasant Lake	Webster
Canistota	Florence	Letcher	Rapid City	Wentworth
Canton	Fort Randall	Madison	Redfield	Wessington Springs
Centerville	Frankfort	Marion	Roscoe	Willow Lake
Chamberlain	Fredrick	Marshall	Rosebud	Winner
Chancellor	Freeman	McCook Lake	Salem	Worthing
Chester	Ft. Thompson	Mellete	Scotland	Yankton
Clay	Garretson	Menno	Selby	

#### **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.
- 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 electronic original and 2 copies shall be submitted or 5 paper copies of the proposal shall be submitted to the Department.
- 5.1.1** The offeror shall provide an electronically formatted copy of their proposal via email by the due date. The offeror also must provide copies of their entire proposal, including attachments within 5 business days of the proposal due date.
  - 5.1.2** The proposal shall be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 REQUIRED ORGANIZATION OF EACH PROPOSAL**  
All proposals must be organized, tabbed with labels and presented in this exact order:
- 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.

5.2.5 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.

5.2.6 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.

## **6.0 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.
  - 6.5.3 If the agency negotiates a contract with any qualified vendor and the contract is terminated for any cause it may return to this bid and negotiate a contract with a qualified bidder.

## 7.0 COST PROPOSAL

- 7.1** The applicant shall use the following scenario for submitting a cost proposal. The proposal will include a total amount, the cost for each type of package mentioned and any line haul amount. If a fuel surcharge is a possibility in the future, the price of gasoline and diesel on which the surcharge is based will be part of the proposal.
- 7.2** SCENERIO: The courier stops in 50 communities east of the Missouri River. These communities are geographically located between the Missouri River and the Minnesota/Iowa border and between the North Dakota and Nebraska border. The courier would pick up the following, all in one day:
- 7.2.1** Community 1: Pick up 10 packages at stop 1. Three packages contain ice packs.
  - 7.2.2** Pick up 7 packages at stop 2. Three packages contain ice packs.
  - 7.2.3** Pick up 1 package at stop 3.
  - 7.2.4** Pick up 7 packages at stop 4. 1 package contains an ice pack.
  - 7.2.5** Pick up 3 packages at stop 5.
  - 7.2.6** Community 2: Pick up 15 packages at stop 1. Five packages contain ice packs.
  - 7.2.7** Pick up 5 packages at stop 2.
  - 7.2.8** Pick up 3 packages at each of the next seven stops.
  - 7.2.9** Community 3: Pick up 3 coolers and 5 packages at stop 1.
  - 7.2.10** Pick up 2 packages at stop 2. Both packages contain ice packs.
  - 7.2.11** Pick up 1 package at each of the next four stops.
  - 7.2.12** Communities 4 – 50: Pick up 3 packages at one stop in each community.
  - 7.2.13** The final stop is in Sioux Falls. There will be an overnight line-haul from Sioux Falls to Pierre so that samples are in the laboratory by 7:00 am.
- 7.3 ASSUMPTIONS:**
- 7.3.1** Most packages are 9" X 4" X 4", totes are 15" X 21".
  - 7.3.2** Packages containing ice packs weigh 2 pounds each, larger totes weigh on average 15 pounds each.
  - 7.3.3** Packages that do not contain ice packs weigh 6 ounces each.
  - 7.3.4** Coolers are 120 qt. coolers that weigh 50 pounds each.
  - 7.3.5** Total mileage for the day is 1500 miles.
  - 7.3.6** What is the cost for the day's operation?

