

**STATE OF SOUTH DAKOTA**  
**SOUTH DAKOTA DEPARTMENT OF HEALTH**

**Department of Health Strategic Planning**  
**PROPOSALS ARE DUE NO LATER THAN APRIL 5, 2024**

RFP #: 24-0901001-022

State POC: Susan Sporrer

EMAIL: [susan.sporrer@state.sd.us](mailto:susan.sporrer@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: \_\_\_\_\_

## 1.0 GENERAL INFORMATION

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

The purpose of this Request for Proposal (RFP) is to engage an entity to lead the South Dakota Department of Health (SDDOH) through a strategic planning process that will lead to the development of a strategic plan for the next three years. The strategic plan will utilize existing data assessments and plans including the State Health Assessment (SHA) (<https://doh.sd.gov/media/ismiygrl/sha-final.pdf>), the upcoming State Health Improvement Plan (SHIP), the SDDOH performance measures approved by the Legislature's Government Operations and Audit Committee (<https://mylrc.sdlegislature.gov/api/Documents/252153.pdf>), as well as information gathered by the successful vendor through an internal SWOT analysis and external environmental scans. The strategic plan must comply with the requirements of the *Public Health Accreditation Board Standards & Measures for Initial Accreditation, Domain 10, Standard 10.1* (<https://phaboard.org/wp-content/uploads/Standards-Measures-Initial-Accreditation-Version-2022.pdf>).

### 1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Office of the Secretary is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, SDDOH. The reference number for the transaction is RFP #24-0901001-022. 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 SDDOH by no later than March 1, 2024.

The Letter of Intent may be submitted to Susan Sporrer via email at [susan.sporrer@state.sd.us](mailto:susan.sporrer@state.sd.us). Please place the following in the subject line of your email: "**Letter of Intent for RFP 24-0901001-022**".

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

|   |                   |
|---|-------------------|
| RFP Publication                                 | February 23, 2024 |
| Letter of Intent to Respond Due                 | March 1, 2024     |
| Offeror Questions Due                           | March 8, 2024     |
| Responses to Offeror Questions                  | March 15, 2024    |
| Proposal Submission                             | April 5, 2024     |
| Anticipated Award Decision/Contract Negotiation | April 12, 2024    |

### 1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the SDDOH 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 shall submit one electronic original of the proposal to **Susan Sporrer via email at [susan.sporrer@state.sd.us](mailto:susan.sporrer@state.sd.us)**. Please place the following in the subject line of your email: "Proposal for RFP 24-0901001-022".

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. For the electronic original, an electronic signature may be provided. Proposals that are not properly signed may be rejected.

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 Susan Sporrer at [susan.sporrer@state.sd.us](mailto:susan.sporrer@state.sd.us) with the subject line "RFP #24-0901001-022".

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 RFP 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 length of the contract will be for six (6) months.

#### **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   |  |  |  |

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|      | <p>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.</p>  |  |  |  |
| 2.10 | <p>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.</p>   |  |  |  |
| 2.11 | <p>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.</p>   |  |  |  |
| 2.12 | <p>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.</p>   |  |  |  |
| 2.13 | <p>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.</p>   |  |  |  |
| 2.14 | <p>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.</p> |  |  |  |
| 2.15 | <p>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</p>   |  |  |  |



|      |   |  |  |  |
|------|---|--|--|--|
|      | 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**

- 3.1** Conduct an environmental scan of current and future trends in health care, health care workforce, and the public health system with input from both external and internal partners.
- 3.2** Conduct an internal stakeholder analysis that includes both a survey of key SDDOH employees (approximately 40 employees) and key informant interviews or focus group with SDDOH staff.
- 3.3** Provide a template for use by the six SDDOH division in the development of division-specific plans to inform development of overall SDDOH strategic plan. The response should include an optional service of facilitating the division-specific planning for those divisions requesting assistance.
- 3.4** Facilitate a two-day on-site strategic planning meeting with DOH leadership team (approximately 25 people) in July 2024 (dates to be determined) to develop a strategic plan for the SDDOH for the next three years that includes:
  - 3.4.1 The mission (declaration of the SDDOH's core purpose and focus), vision (ideal future state or what the SDDOH hopes to achieve), and guiding principles (how the work is done and what beliefs are held in common as the basis of the work);
  - 3.4.2 The strategic goals outlining what the SDDOH plans to achieve to accomplish its vision.
  - 3.4.3 Objectives with measurable and time-framed targets.
  - 3.4.4 Strategies or actions to be taken to achieve strategic objectives.
  - 3.4.5 Work with the SDDOH performance management vendor to ensure linkage of objectives and measures to the SDDOH performance management system.
- 3.5** Develop the final SDDOH strategic plan document that complies with the requirements of the *Public Health Accreditation Board Standards & Measures for Initial Accreditation, Domain 10, Standard 10.1* (<https://phaboard.org/wp-content/uploads/Standards-Measures-Initial-Accreditation-Version-2022.pdf>).
  - 3.5.1 The vendor will provide the SDDOH strategic plan in three formats: (1) full detail; (2) summary document; and (3) presentation format.

#### **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 shall be submitted. 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** Submit a cost proposal of a breakdown of the proposed contract amount to include personal services, offices expenses, and travel costs. If costs are to be shared, please provide a breakdown.
- 7.2** The cost proposal 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.
- 7.3** The cost proposal must describe the following items for which the offeror will expect reimbursement.
  - 7.3.1 Personnel;
  - 7.3.2 Travel;
  - 7.3.3 Supplies (office supplies, postage, printing);
  - 7.3.4 Other; and
  - 7.3.5 Administration (administrative fees / indirect costs at flat rate of percentage).
- 7.4** As described above in Length of Contract, the length of the contract will be for six (6) months. If the offeror expects cost increases in subsequent years, increases must be clearly identified for each year.