

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF HEALTH  
OFFICE OF DISEASE PREVENTION AND HEALTH PROMOTION  
4101 W 38<sup>th</sup> STREET, SUITE 102  
SIOUX FALLS, SOUTH DAKOTA 57106**

**TECHNICAL ASSISTANCE FOR TOBACCO CONTROL PROGRAM  
PROPOSALS ARE DUE JANUARY 20, 2023, at 5:00PM CT**

RFP #: 23-0903004-008

CONTACT: Hilary Larsen

PHONE: (605) 367-7130

**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 purpose of this RFP is to solicit proposals to assist the staff members of the Tobacco Control Program within the Office of Disease Prevention and Health Promotion in South Dakota Department of Health to implement evidence-based practices to decrease tobacco use rates among South Dakota citizens of all ages. The successful applicant will present innovative programming ideas that utilize proven strategies to change the health behaviors of all South Dakotans. They will also be able to demonstrate an ability to work with staff on the current priorities from the Centers for Disease Control and Prevention and our South Dakota Tobacco Control Program State Plan. A keen understanding of public health is a necessity. The selected applicant will be expected to help develop and implement ideas for the Tobacco Control Program as well as work with partners, coalitions, and individuals.

### 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 South Dakota Department of Health, Office of Disease Prevention and Health Promotion. The reference number for the transaction is RFP #23-0903004-008. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### 1.3 LETTER OF INTENT

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

The letter of intent must be received in the Office of Disease Prevention and Health Promotion by no later than December 9, 2022, at 5:00pm CST. If submitted by mail the envelope should be addressed to:

**RFP # 23-0903004-008  
HILARY LARSEN, TOBACCO PROGRAM COORDINATOR  
TOBACCO CONTROL PROGRAM  
4101 W 38<sup>TH</sup> STREET SUITE 102  
SIOUX FALLS, SD 57016**

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to Hilary Larsen via email at Hilary.Larsen@state.sd.us. Please place the following in the subject line of your email: "**Letter of Intent for RFP 23-0903004-008**".

You may also fax your letter of intent to the attention of Hilary Larsen at 605-773-5942.

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

RFP Publication	December 9, 2022
Letter of Intent to Respond Due	December 16, 2022, at 5:00pm CT
Deadline for Submission of Written Inquiries	December 23, 2022
Responses to Vendor Questions	January 6, 2023 2022
Proposal Submission	January 20, 2023. at 5:00pm CT

## **1.5 SITE VISITS**

Site visits are not required. The Tobacco Control Program does reserve the right to make site visits during the RFP process. If necessary, site visits will be scheduled in advance, and specific areas of interest will be provided at the time visit is scheduled.

## **1.6 SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the South Dakota Department of Health, Office of Disease and Health Promotion by the date and time indicated in the Schedule of Activities.

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

An original and 3 identical copies of the proposal shall be submitted.

**The cost proposal must be in a separate sealed envelope and labeled “Cost Proposal”.**

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 envelope sent 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 #23-0903004-008  
PROPOSAL DUE JANUARY 20, 2023 AT 5:00PM CT  
HILARY LARSEN, TOBACCO PROGRAM COORDINATOR  
TOBACCO CONTROL PROGRAM  
4101 W 38th STREET SUITE 102  
SIOUX FALLS, SD 57106**

All capital letters and no punctuation are used in the address. The Department of Health 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.

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

By signing and submitting this proposal, the vendor 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 vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

## **1.8 NON-DISCRIMINATION STATEMENT**

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

## **1.9 RESTRICTION OF BOYCOTT OF ISRAEL**

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

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

## **1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the vendor 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.

## **1.11 VENDOR INQUIRIES**

Vendors 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 Hilary Larsen at [Hilary.Larsen@state.sd.us](mailto:Hilary.Larsen@state.sd.us) with the subject line "RFP #23-0903004-008". Inquires may also be faxed to 605-773-5942. If inquiries are submitted by mail the envelope should be addressed to: Hilary Larsen, Tobacco Program Coordinator, Tobacco Control Program, 4101 W 38<sup>th</sup> Street, Suite 102 Sioux Falls, SD 57106. Be sure to reference the RFP number in your letter.

The Department of Health prefers to respond to vendor's inquiries (if required) via e-mail. If a vendor 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 vendor. All vendors will be informed of any inquiries and the State's response. Vendors 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. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

#### **1.12 PROPRIETARY INFORMATION**

The proposal of the successful vendor(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. Vendors 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.

#### **1.13 LENGTH OF CONTRACT**

The anticipated contract period is from June 1, 2023 – May 31, 2024, with the opportunity to renew the contract annually for up to five (5), one (1) year extensions. If the contractor expects cost increases in subsequent years, increases must be clearly identified for each year in their proposal.

#### **1.14 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The laws of South Dakota shall govern this transaction.

#### **1.15 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by a vendor 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 Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor'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 \_\_\_\_\_ and end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof.
- 2.3** State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$\_\_\_\_\_. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used. The State will not pay Contractor's expenses as a separate item. Payment will be made consistent with SDCL ch. 5-26.
- 2.4** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of RFP and by this reference incorporated herein.
- 2.5** The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.6** The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.7** The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.8** Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.9** The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.10** 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 and employees.

- 2.11** 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.
- 2.12** 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.
- 2.13** 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.
- 2.14** The Contractor, at all times during the term of the 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 for each occurrence and 3,000,000 aggregate.
- B. Worker's Compensation Insurance:
- The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
- C. Business Automobile Liability Insurance:
- Consultant shall maintain automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned hired and non-owned vehicles.
- D. Certificates of Insurance:
- Prior to commencement of work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and provide that such insurance shall not be canceled, except on 30 days' prior written notice to State. Consultant shall furnish copies of insurance policies if requested by State.

E. 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.

- 2.15** While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.16** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, 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 requirement of any applicable law.

- 2.17 Termination Provision:** The Agreement may be terminated by either party upon thirty (30) days providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the State at any time with or without notice. If termination for such a default is affected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under the Agreement. If after the State termination 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.



- 2.18** The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended 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, the 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.
- 2.19** The 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 thereof and be signed by an authorized representative of each of the parties thereto.
- 2.20** The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.21** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.22** In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.23** All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.24** Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, 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.
- 2.25** The Contractor may not use subcontractors to perform the services described in the Agreement 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 the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the 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.
- 2.26** (Contractor/Provider) is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.
- 2.27** **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Contractor by the State.

Contractor acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Contractor shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Contractors except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Contractor is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Contractor shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Contractor; (ii) was known to Contractor without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Contractor without the benefit or influence of the State's information; (v) becomes known to Contractor without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Contractor understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Contractor acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Contractor will be required to undergo investigation.

- 2.28** CONFLICT OF INTEREST: Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.

### 3.0 SCOPE OF WORK

- 3.1 Overall expectations:** The successful applicant will demonstrate experience in public health and specifically in health promotion and prevention of tobacco control. Contractors submitting proposals must keep in mind that work needs to be carried out statewide. Working closely with Tobacco Control Program staff is important. The following are examples of projects that will be worked on in the next year, but not limited to from year to year.
- 3.1.1** Develop a grantee needs assessment and learning plan to help identify priority areas and speakers for grantee trainings such as webinars and the Tobacco Control Institute. This includes creating of brief summary reports of need assessment results for the Tobacco Control Program staff to help outline a learning plan.
  - 3.1.2** Coordinate the annual Tobacco Control Institute for in-person delivery (unless circumstances require virtual alternative). This event will require securing speakers/facilitators, creating day of materials such as agendas, handouts, slide decks, and completing an evaluation report on the event.
  - 3.1.3** Coordinate delivery of seven one-hour long webinars targeted towards grantee needs, as identified by Tobacco Control Program staff and the needs assessment.
  - 3.1.4** Create evaluation surveys, analyze data, and provide brief evaluation reports for all identified projects.
  - 3.1.5** Develop a basic toolkit (e.g., PDF) on a topic of the Tobacco Control Program's choosing (i.e., smoke-free multi-unit housing).
  - 3.1.6** Make updates to the SD Tobacco Orientation Toolkit as needed.
  - 3.1.7** Develop and/or select agendas, curricula, and activities for a package of an in-person staff training to be delivered to Tobacco Control Program staff annually.
- 3.2 Technical assistance:** Engaging, facilitating, and overseeing groups made up of many diverse sectors will also be a main activity the awarded contractor should excel at. There are many groups throughout South Dakota that become involved in tobacco control efforts which may require the skills to lead facilitation, create strategic discussion, or team build. Proven success and experience should be demonstrated by the applicant, especially in the area of health promotion and/or public health.
- 3.3 Disparate populations, health equity, and social determinates of health:** The awarded applicant will understand the facilitators and barriers of reaching the many populations in South Dakota and will need excellent skills of communication and programming to reach disparate populations. Addressing concerns related to health equity and social determinates of health will be incorporated into all project areas.
- 3.4 Evaluation:** Knowledge of basic evaluation techniques and data collection is very important because most programming in tobacco control will be evaluated. The awarded applicant may also be asked to help identify other possibilities of evaluation within the Tobacco Control Program.

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

- 4.1** The vendor is cautioned that it is the vendor'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 vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Vendor's Contacts:** Vendors 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. Vendors 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. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The vendor **may be asked to** submit a copy of their most recent audited financial statements.
- 4.4** Provide the following information:
  - 4.4.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
  - 4.4.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 4.4.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 4.4.4** Availability to the project locale;
  - 4.4.5** Familiarity with the project locale;
  - 4.4.6** Proposed project management techniques; and
  - 4.4.7** Ability and proven history in handling special project constraints.
- 4.5** Provide the following information related to at least three (3) previous and current service/contracts, performed by the vendor'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 (3) years.
  - 4.5.1** Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - 4.5.2** Dates of the service/contract; and
  - 4.5.3** A brief, written description of the specific prior services performed and requirements thereof.

## **5.0 PROPOSAL RESPONSE FORMAT**

**5.1** An original and 3 copies shall be submitted.

**5.1.1** In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.). Vendors may not 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 vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. 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 vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor'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. Vendors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.6 of this RFP.

If a Vendor's technical proposal is not accepted by the State, the cost proposal will be returned to the Vendor unopened.

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 vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor 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 vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor 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

The contractor must include a cost proposal in a separate sealed envelope and labeled "Cost Proposal." The proposal should include elements detailed below in the template provided.

The cost proposal will be evaluated independently from the technical proposal. We understand that allocating a budget without specific deliverables is very difficult. Once awarded, the contractor may be able to discuss budget specifics with Department of Health staff during contract negotiations. Contractors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

Please use the template below as a guide to construct your budget. You may alter as necessary to show for specific needs. All cost proposals must describe the following items for which the contractor will expect reimbursement each year.

### **COST PROPOSAL: TECHNICAL ASSISTANCE FOR TOBACCO CONTROL PROGRAM**

	<b>Cost</b>	<b>Justification/Explanation of Cost</b>
Salary & Wages		
Fringe Benefits		
Supplies		
Travel		
Other		
Contractual Costs		
Total Direct Costs		
Indirect Costs/Administration Fees		
<b>TOTAL</b>		

As described above in Length of Contract, the length of the contract will be for a one-year period of time with the opportunity to renew the contract annually for up to five (5) one (1) year extensions. If the Contractor expects cost increases in subsequent years, increases must be clearly identified each year.