

STATE OF SOUTH DAKOTA
Department of Health
Office of Disease Prevention and Health Promotion
600 East Capitol Avenue
Pierre, SD 57501

Telephone and Web-Based Cessation Services for the SD Quitline
PROPOSALS ARE DUE NO LATER THAN March 7, 2023, at 5:00PM CST

RFP #: 23-0907001-015

State POC: Sierra Phelps

EMAIL:
Sierra.Phelps@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: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Health (SD DOH), Tobacco Control Program (TCP) is seeking proposals for a SD QuitLine vendor to provide an array of tobacco cessation services and resources to South Dakotans. Tobacco types may include smoking tobacco, spit tobacco, and e-cigarette/vaping tobacco. We seek to engage as many South Dakota tobacco users in the quitting process as possible, with the ultimate goals of increasing quit attempts population-wide, fostering successful quitting and driving down adult tobacco use in the state.

We are striving for a service configuration in which any person living in South Dakota will have the ability to access all SD QuitLine Services for which they are eligible by making a phone call to the SD QuitLine or by visiting the SD QuitLine website.

Desired Scope of Services

The vendor will provide the following for anyone living in South Dakota:

1. Telephone registration for all SD QuitLine services, including telephone counseling, to receive a SD Quit Booklet, and/or to receive cessation email and/or text- messaging support.
2. SD QuitLine telephone counseling (for all South Dakotans)
 - a. Mailing of SD Quit Booklets and any other tobacco control educational material.
 - b. Use of email and text-messaging technology as a support to the SD QuitLine telephone counseling program.
3. Mailing of SD Quit Booklets (independent from SD QuitLine telephone coaching)
4. Email support program (independent from SD QuitLine telephone coaching)
5. Text-messaging support program (independent from SD QuitLine telephone coaching)

Desired SD QuitLine program components are described graphically in *Appendix A: SD QuitLine Services Flow Chart*. Specific relationships and links between the services are described more fully in the Detailed Scope of Work (see page 12). Due to the nature of changing technologies, it is anticipated that the selected SD QuitLine Services contractor will work with the SD DOH, TCP to further develop and refine these services throughout the contract term.

Services will be based on the recommendations contained in the CDC's QuitLine Interventions and the Community Preventive Services Task Force ([Tobacco: Quitline Interventions | The Community Guide](#)) and the U.S. Public Health Service Clinical Practice Guideline on Treating Tobacco Use and Dependence (<http://www.ncbi.nlm.nih.gov/books/NBK63952/>). In addition to these guidelines, South Dakota has additional requirements that must be fulfilled.

As appropriate to each individual's readiness to quit, the SD QuitLine will provide assessment, proactive (counselor-initiated) follow-up counseling, screening related to the use of FDA approved pharmacotherapy, which will be provided through SD QuitLine's Central Pharmacy (another contract) and support materials.

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, Department of Health, Tobacco

Control Program. The reference number for the transaction is RFP #23-0907001-015. 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 mail, email, or fax by no later than February 14, 2023. If submitted by mail the envelope should be addressed to:

RFP # 23-0907001-015
Sierra Phelps, Tobacco Control Program Director
Tobacco Control Program
615 4th Street
PIERRE, SD 57501

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to Sierra Phelps via email at Sierra.Phelps@state.sd.us. Please place the following in the subject line of your email: “**Letter of Intent for RFP 23-0907001-015**”.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	February 7, 2023
Letter of Intent to Respond Due	February 14, 2023
Deadline for Submission of Written Inquiries	February 21, 2023, 5:00PM CST
Responses to Vendor Questions	February 24, 2023
Proposal Submission	March 7, 2023, 5:00PM CST
Proposal Revisions (if required)	March 21, 2023
Anticipated Award Decision/Contract Negotiation	May 5, 2023

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the South Dakota Department of Health, Office of Disease Prevention 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 three (3) identical copies of the proposal shall be submitted.

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

**REQUEST FOR PROPOSAL #23-0907001-015
PROPOSAL DUE March 7, 2023, 5:00PM CST
Sierra Phelps, Tobacco Control Program Director
Tobacco Control Program
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

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 CERTIFICATION RELATING TO 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 South Dakota Executive Order 2023-02. 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 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 offeror prior to the established due date and time.

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

1.11 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 Sierra Phelps at Sierra.Phelps@state.sd.us with the subject line "RFP #23-0907001-015".

The South Dakota Department of Health will respond to offeror inquiries by the date noted in Section 1.4 Schedule of Activities. A listing of all inquiries, and the State's response, will be posted on the State's e-procurement system at <http://www.Open.sd.gov>, under Contracts/Grants tab, search 23-0907001-015. 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.

1.12 PROPRIETARY INFORMATION

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

1.13 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 the State of South Dakota. The laws of South Dakota shall govern this transaction.

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:

- 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** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:
- The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
- The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.
- C. Business Automobile Liability Insurance:
- The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance:
- The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this

Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

- 2.15** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.16** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices 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.

3.0 SCOPE OF WORK

3.1 General Requirements

The SD DOH, TCP is seeking only one vendor to provide statewide, telephone and web-based tobacco cessation services (SD QuitLine). The successful bidder will be expected to:

- A. Secure and maintain the toll-free telephone number, 866.737.8487 (hereinafter referred to as SD QuitLine) for use in South Dakota, to provide proactive tobacco cessation counseling.
- B. Obtain the personnel and technical capacity to offer web-based and phone cessation services; mailing of SD Quit Booklets, email and text-messaging support, and online social support.
- C. Obtain SD DOH approval for protocols used and any changes to the protocols.
- D. Work with the SD QuitLine's central pharmacy to facilitate the process of supplying approved cessation medication, Bupropion and Varenicline, to SD QuitLine callers, including, but not limited to, confirmation of participation in counseling sessions.
- E. Work with the SD DOH or designated agent to provide an independent evaluation of the SD QuitLine. The SD DOH currently contracts to conduct follow up evaluation calls to determine quit rates and client satisfaction. The vendor will provide a comprehensive extract of the SD QuitLine data to SD DOH designated evaluator on a monthly basis and will be responsible for providing an up-to-date data dictionary and ongoing technical assistance with data-related issues to SD DOH or designated evaluator as needed. The vendor will also be involved in obtaining the initial agreement from SD QuitLine participants to be contacted for evaluation purposes.
- F. Provide proper quality assurance of services provided.
- G. Cooperate fully with any audit process expected of or requested by the SD DOH;
- H. Report results to the SD DOH as outlined in the Reports section (see page 22);
- I. Assurance regarding the service delivery site, personnel competency, appropriate certifications, availability of equipment, and all related needs, are the responsibility of the bidder.

3.1.2 APPENDICES: Proposals should also include the following appendices:

- A. The most recent independent audit report and/or evidence of the applicant's financial status.
- B. Certification of Non-Acceptance of Tobacco Funds.
- C. List of current state QuitLine clients including the details listed in 4.4 of the RFP.
- D. List of former state QuitLine clients including these same details.
- E. An organizational chart which includes South Dakota's account representative within the organization.

- F. Experience and qualifications of all key personnel including management, supervisory and QuitLine personnel.
- G. Job description, experience and qualifications of the person who will serve as South Dakota's account representative, if appropriate. Also provide a list of other accounts for which the individual will be responsible in addition to South Dakota.
- H. Summary of orientation and continuing education protocols.
- I. Sample monthly report and definitions of each item.
- J. Sample of a weekly call volume report.
- K. An affirmation that SD DOH is the sole owner of the client database and all other information collected as a result of the RFP.
- L. List of Advisory Board members, if applicable
- M. Sample of a service delivery performance resolution report
- N. A detailed work plan including a timeline of activities to guide the implementation of the SD QuitLine from date of award to "go live" date. Include a narrative description of the individual items or the timeline as a whole, as needed
- O. Diagram representing the flow of callers through a complete cycle of service from initial contact to completion through the SD QuitLine
- P. Recorded copies of calls/counseling sessions on a USB flash drive format for each of the following call types (for a total of 5 recorded sessions):
 - a. Initial call and registration for services
 - b. Initial counseling/assessment call
 - c. Follow-up counseling call
 - d. Follow-up counseling call with an enrolled member of an American Indian tribe
 - e. A follow-up call with an adolescent, if available

3.1.3 CALLER INELIGIBILITY: List of medical conditions which would make a caller ineligible for pharmacotherapy, describe the rationale for selecting these medical conditions and the process by which such conditions are to be updated.

3.1.4 TOBACCO-FREE BUILDINGS AND GROUNDS POLICY: A copy of the applicant's most recent tobacco-free buildings and grounds policy

*** DO NOT INCLUDE OR ATTACH MATERIALS WHICH HAVE NOT BEEN SPECIFICALLY REQUESTED.**

3.2 DETAILED SCOPE OF WORK

3.2.1 BUSINESS AND SYSTEM CAPABILITY

- A. This is a reimbursement contract. The vendor must have the financial capability and cash flow to provide and maintain services while awaiting reimbursement from the SD DOH.

- B. The vendor must assure that it does not and will not have a contract or any affiliation with a tobacco company.
- C. The vendor must assure their functionality and capacity to provide qualified personnel, facilities and equipment necessary to provide toll-free telephone and fax services to operate a state-wide telephone-based tobacco cessation counseling service.
- D. The vendor must be able to provide services to the deaf and Hard of Hearing, a TTY line and/or Video Relay Service capability (each must utilize a separate phone number) must be available.
- E. The system must be able to handle multiple, simultaneous incoming and outgoing calls. System must offer a strong, scalable communications server, automatic call distribution functionality, real-time monitoring of overall activity as well as individual calls, collection, analysis and reporting of data, and telephonic integration allowing information exchange between voice and data systems. At a minimum, the system must be able to track during and outside of hours of operation, all incoming calls, abandonment rates, wait times and length of calls. The system must also have the ability to record all calls for quality assurances purposes.
- F. The SD DOH prefers that SD QuitLine callers receive a “live” (human) answer rather than navigating an automated answering system, however it is understood that such systems are commonly used by most quitline service providers. If an automated system is used, the caller must not be required to select more than two options prior to speaking with a staff person.
- G. A toll-free telephone number for the SD QuitLine (866.737.8487) is already in use. A second toll-free telephone number for the deaf and hard of hearing is also in use. The vendor must work with SD DOH to assure transfer of the SD QuitLine telephone numbers, and must be willing to transfer all SD DOH owned telephone numbers back to SD DOH in the event that a different vendor is utilized in the future.
- H. The vendor must utilize the SD DOH fax referral or Electronic Health Record system which allows health care professionals to fax or electronically referral to the SD QuitLine, so the SD QuitLine may proactively contact a tobacco user to initiate services. With client permission, follow-up information will be provided by the SD QuitLine to the referring health care professional.
- I. The vendor must maintain and update a database of community-based tobacco cessation services to which callers may be referred. The SD DOH or designated agent will work with the Contractor to identify and refer to the appropriate community-based services.
- J. Office space must accommodate administrative, counseling and support staff and confidential records as well as sufficient telephone and data lines, telephones and computer hardware.
- K. The vendor must implement precautions to ensure that files and programs can be re-created in the event of loss by any cause, including a plan which safeguards data files.
- L. The vendor must implement systems to assure confidentiality of caller records in accordance with HIPPA standards.

- M. The vendor will also work with SD DOH or designated agent on collaborations for reporting of data.

3.2.2 SPECIFIC SERVICE REQUIREMENTS

- A. The vendor will implement, at no-charge to the user, telephone and web-based tobacco cessation services; to assist South Dakotans with quitting tobacco. As appropriate to each tobacco user's readiness to quit, the SD QuitLine will provide screening, assessment, proactive counseling, and/or web-based support services. The SD QuitLine will provide services in the following areas:
- a. Provide screening of all callers to determine the services desired. Screening of tobacco users must include, but is not limited to, the MDS questions as recommended by the NAQC, and obtaining permission of the tobacco user to be contacted by an independent evaluator.
 - b. Provide information and materials (as appropriate) to tobacco users and non-tobacco users, on tobacco dependence and its treatment, the dangers of secondhand smoke and other tobacco-related information. Information may include advice for family and friends on helping a tobacco user quit, and providing appropriate support through a quit attempt. This information may be in the form of a SD Quit booklet, tobacco control education material, email or text-messaging. A Notice of Privacy Practices must also be provided to participants speaking with a SD QuitLine Specialist.
- B. Provide a simple, no-cost point of access to services to assist tobacco users in quitting by providing screening and assessment of readiness to quit, counseling and advice, support materials, information on the U.S. Public Health Service recommendations on the use of pharmacological cessation aids and referral to community-based services as appropriate.
- C. For callers who are ready to quit, the SD QuitLine will assist the caller to develop a personalized quit plan, provide comprehensive, proactive, phone-based behavioral counseling to interested participants, and/or referral to community-based services, if desired and available.
- D. FDA approved pharmacotherapy will be provided to eligible callers who participate in counseling sessions. At this time pharmacotherapy is offered to all eligible South Dakota residents who are enrolled in SD QuitLine telephone-based cessation services. Any changes in eligibility will be determined by SD DOH and communicated in writing to the SD QuitLine Contractor. As practicable, SD DOH will provide a minimum of 45 days advance notice of changes in eligibility.
- E. For healthcare professionals, the SD QuitLine will provide technical assistance on a variety of effective tobacco dependence treatment issues. Topics may include referrals to the SD QuitLine, implementation of the Ask, Advice and Refer as recommended by the PHS Clinical Practice Guidelines on Treating Tobacco Use and Dependence, and referrals to community-based tobacco cessation programs.
- F. Provide information and support to the family and friends of tobacco users who may request assistance in motivating and helping their loved one quit tobacco.

- G. Provide SD QuitLine services that are culturally and linguistically appropriate for the following specific populations:
 - a. Medicaid clients or low socioeconomic clients
 - b. Pregnant women
 - c. Spit tobacco users
 - d. Deaf and hard of hearing (TTY)
 - e. American Indians
 - f. Callers with behavioral health or substance abuse disorders
 - g. Youth and young adults
- H. To facilitate effective evaluation of the SD QuitLine the vendor will work collaboratively with SD DOH or designated agent. SD QuitLine evaluation is currently conducted by designated evaluator to verify tobacco use status and measure customer satisfaction. Follow-up evaluation calls will be made by the SD DOH designated evaluator to a random sample of callers meeting evaluation criteria after the receipt of services at 7 months.
- I. The vendor will assure a system infrastructure to provide immediate response and counseling for a minimum of 90 hours per week, with availability preference of 7 days per week. Recorded information and voicemail is required for any period outside of the hours of operation. The vendor must develop a staffing plan that will provide live call response and counseling for at least 90 hours per week, preferably seven days a week; by trained behavioral health specialists.

3.2.3 SD QUITLINE TELEPHONE-BASED CESSATION SERVICES

- A. Peak times for calls must be continually monitored, and hours of live staffing shall be modified accordingly to meet peak volume times. Volume must be assessed during live hours of coverage, hours outside of live coverage, and as needed in collaboration with media events.
- B. Work with the SD DOH or designated agent to facilitate the process of supplying specific cessation medication to SD QuitLine callers via State's cessation medication system. Provide procedures which enable participants to use SD QuitLine medication systems so participants will not experience a gap in medication use or availability.
- C. Describe the protocol to ensure that notices of eligibility for medication will not be sent for any participant who has not completed the appropriate counseling sessions.
- D. Describe the proposed protocol for providing information about the State's system for providing medication to participants and health care providers interested in the process to use tobacco cessation medication paid by State. Explanation must include but is not limited to eligibility requirements such as continued participation in counseling and the need to obtain medication during the appropriate eligibility period, to ensure participants are aware of how to avoid lapses in obtaining cessation medication provided by State
- E. Describe all services to be provided, noting any limitations in services to callers. Include an explanation of how the following tobacco users will be served including any written materials that are available for the specific type of tobacco use:
 - a. Cigarette
 - b. Cigar
 - c. Pipe
 - d. And all smokeless tobacco products
 - e. Electronic Nicotine Delivery Systems
- F. Describe the theoretical model(s) on which the proposed counseling protocol is based. The counseling must be based on protocols that have been demonstrated to be effective to prepare people to quit tobacco use and remain abstinent. Provide a protocol of recommended counseling sessions including sessions to address relapse. The proposal must include when sessions are scheduled in relationship to the caller's quit date.
- G. Provide a protocol which specifically addresses the spiritual and ceremonial use of traditional tobacco in American Indian culture, verses commercial tobacco abuse.
- H. Describe the intake (inbound) call protocol including:
 - a. The process for taking inbound calls.
 - b. The method of triage for information, referral and counseling calls.
 - c. The documentation process for calls and services provided; and
 - d. The specific days and hours of operation that intake calls will be taken. Any days or times that calls will not be taken must be clearly indicated.
 - e. Process to ensure State is not billed for intake calls or coaching sessions provided by Contractor beyond those specified in this RFP.

- f. Process to ensure State requested data is collected and maintained for individual callers receiving SD QuitLine services, as specified by State.
 - g. Process to provide individual and aggregate data of all callers receiving service to State or State's designated agent, as specified by State.
 - h. Process to obtain the following information from each caller to determine if the call is an "intake call."
 - i. Whether the caller has previously called the SD QuitLine; and if so, the number of times the caller has received a "cycle" of cessation service and type of service previously provided the caller:
 - ii. Identified as "intake only"
 - iii. Identified as "intake and coaching"
 - iv. Identified as "information only"
 - i. Determine that there has been at least a three-month period between an individual's last contact with Consultant for cessation service and the next cycle of service.
 - j. Determine how the caller heard about the SD QuitLine.
 - k. The process to ensure that the State is not billed for service to callers who do not have a South Dakota telephone number and/or do not reside in South Dakota.
 - l. The process for developing protocols with State for handling calls and data associated with different participant populations, included but not limited to:
 - i. State employees and covered dependents
 - ii. State Board of Regents employees and covered dependents
 - iii. All Women Count! clients
 - iv. SD Medicaid clients
 - v. Tribal affiliation for SD American Indian clients
 - vi. Pregnant and postpartum women
 - vii. Behavioral Health and Substance abuse individuals
 - viii. Spit tobacco users
 - ix. Youth and Young adults
 - x. Electronic Nicotine Delivery/Vaping users
 - xi. Data collected for these specific participant populations includes, but is not limited to, monthly call volumes and services received by each group
 - xii. Must provide a protocol for changes in data collection and reporting which requires State's approval prior to making any changes.
- I. Describe the counseling (outbound) call protocol including:
- a. The expected length of time for each counseling call.
 - b. The purpose/goal of each call in a course of counseling.
 - c. The process, if any, for handling relapse by a caller.
 - d. The total number of sessions considered to be a "complete" course of counseling for a caller.
 - e. The process used to reach people for counseling, including the number of attempts that will be made for each counseling call, and the protocol which ensures that the initial tobacco cessation coaching sessions provided by vendor are conducted no later than seven days after an individuals' initial intake call requesting quit-tobacco service.
 - f. Describe in detail what the process will be in the event that vendor anticipates experiencing situation(s) where the initial coaching session will be scheduled more than 7 days from intake call requesting SD QuitLine

counseling; and the measures that will be taken to once again be in compliance of the 7-day window for coaching.

- i. An “intake call” means vendor’s intake staff complete the intake process, including data collection, on an incoming call from a person who calls the SD QuitLine to request coaching, or for information or materials about the SD QuitLine, and/or for people referred by fax who have been contacted by vendor and caller has indicated they would like SD QuitLine coaching. An intake call is not a counseling call or session.
 - ii. A “counseling session” means a call, from vendor’s counseling staff to a participant, focusing on the participant’s tobacco use needs by addressing the tobacco addiction, including pharmacological aids, current participant challenges, previous attempts to quit, and using counseling methods shown to increase the likelihood of a successful long-term quit. Counseling sessions should be at least 15 minutes and be scheduled within 24-48 hours after the quit date.
 - iii. Each participant currently has the opportunity to receive an unlimited number of “cycles of service” during the individual’s lifetime. Each cycle of service currently includes 12 counseling sessions during an approximate six to seven week period. There are currently limitations on how often an individual can enroll for counseling.
 - iv. The documentation process for calls and services provided, including the method to verify any individual sessions that took place or any special circumstances of a call. Specify if documentation system is electronic or paper;
- g. Ensure that subsequent counseling sessions provided by vendor are conducted no later than 14 days after the last counseling session. The counseling session following the quit date is to occur within 48 hours of the quit date. No less than 80 percent of the individuals who continue in the program after setting a quit date will have a cessation counseling session within two working days of the quit date provided to vendor staff during previous counseling sessions. Provide the process to ensure that this requirement is accomplished
- h. Process to ensure that individuals who are not willing to quit using tobacco within thirty days of their call to the SD QuitLine, will not be “enrolled” in the program. “Enrolled” is defined as callers for whom the state has been charged an intake fee and who scheduled an appointment for tobacco cessation coaching/counseling. Further ensure that the State will not be charged for an individual’s counseling service prior to at least one complete telephone-based, tobacco cessation counseling session to the individual
- i. The specific days and hours of operation that outbound calls will be provided. Any days or times that counseling will not be provided must be clearly indicated. Include the maximum number of days between intake call requesting counseling and counseling provided to callers; and
- j. The capability to handle callers that request counseling "as soon as possible"
- k. Include a developed quality improvement plan which is currently being followed to determine quality assurance procedures, standards, and measures for tracking the program’s performance; how performance will be reported and interpreted; and how quality will be improved over time.

- J. When referral to local and/or national cessation services or resources will be made, describe the method of obtaining local and/or national information, frequency of updating such information, and how the referral process will work with callers who do not plan to use, or are not eligible to use SD QuitLine services. These must be approved in writing by the State. Provide a protocol for updating this referral list, confirmation that it is still operating and the process for evaluating new resources to be added to this referral list.
- K. Describe the capacity to provide services to the hearing impaired and non-English speaking callers.
- L. Describe vendor's proven capacity to handle an average of 800 received calls per month, with peak call volumes exceeding 1600. If vendor currently does not have the capacity to fulfill this requirement, provide a detailed plan with timeline to achieve this requirement prior to the contract.
- M. Include samples of any written materials that will be provided to callers and how these materials WILL be customized for the SD DOH (Vendor must obtain prior written approval from State for any written materials or information pertaining to the SD QuitLine, including information on the internet that will be produced and/or distributed to SD QuitLine participants, other callers, and/or forms of inquiry about the SD QuitLine cessation services). State will not pay for SD QuitLine written materials for callers or promotion as a separate item of this contract.
- N. Provide example of the one-page written monthly invoice which will be submitted electronically to the State, reflecting the following details:
 - a. Period of service being billed.
 - b. Date invoice was prepared
 - c. Services for which the State is being billed including intake calls, coaching calls provided and all other billable services, and the rate for each.
 - d. Invoice must clearly show current contract number.
 - e. Process in which vendor will work with State staff to determine format and any proposed changes in content of contract.

3.2.4 SD QUITLINE WEB-BASED CESSATION SERVICES

A. SD Quit Booklet

- a. Confirm your ability to fulfill requests for the SD Quit Booklet to tobacco users who opt not to register for the SD QuitLine.
- b. If necessary, assist the SD DOH with creation, updates to current SD Quit Booklet(s).
- c. If necessary, assistance with supplementary information.
- d. Confirm your capacity to include additional materials with the SD Quit Booklet, such as promotional fliers for other chronic disease programs.

B. Email and Text Messaging

The email support program is conceived as a series of informational emails tailored to either the tobacco user's stage of change, quit date or both. The primary focus of the email content should be moving tobacco users along the stages of change and supporting them in their quit attempts.

The text-messaging program is conceived as being modeled after the NCI SMOKEFREETEXT program. Ideally, the text-messaging program would be interactive, with the capacity to respond to "texts for help" (e.g., keywords such as "CRAVE," "SLIP," "MOOD"). At a minimum, the text-messaging program should be one-directional with a series of "daily tips" for quitting based on stage of change. *South Dakotans will be able to sign up for text messages on the SD QuitLine website, or by calling the SD QuitLine.

The vendor will be responsible for developing content for both messaging programs, and for delivering all messages. The vendor must be able to incorporate additional content from SD DOH, TCP as requested in both emails and texts

- a. Describe standalone and/or quitline-related email support programs currently available to clients.
- b. Include types of emails, purpose, content strategies, frequency, one-way or two-way communication, etc.
- c. Include a sample email as an attachment, with formatting.
- d. Describe standalone and/or quitline-related text-messaging support programs currently available to clients. Include types of texts, purpose, content strategies, frequency, level of interactivity, etc.
- e. Provide sample text messages as an attachment.
- f. Describe your approach to following best practices and regulations for email and text-messaging (e.g., CANSPAM).
- g. Describe your internal review process for the email and text messages to ensure they are evidence-based and culturally appropriate.
- h. Describe how the email and text-messaging participant databases will be maintained (if not previously addressed), how bounce-backs or undeliverable messages will be managed, etc.
- i. Describe any unique capabilities of the text-messaging system, including surveys, customization, audience, or segmenting content.
- j. Share evaluation findings of current email or text-messaging programs if available.
- k. Describe your ability to incorporate content from SD DOH, TCP in the emails or text messages (e.g., promotion of text-messaging/email support, promotion of chronic disease programs, etc)

C. Online Social Support

The SD DOH, TCP currently maintains a Facebook page for the SD QuitLine (www.facebook.com/SDQuitLine). We intend to provide online social support from a SD QuitLine coach on the SD QuitLine Facebook page and through the SD QuitLine website (including but not limited to online chat groups or other discussion forums). Other social media sites may also be used as the medium evolves.

The SD QuitLine will need to provide counselors/coaches to participate in and respond to cessation-related online social support offerings and interactions. We

estimate five to seven hours per week of coaching time will be needed. The specific format and details will be determined during implementation.

- a. Describe the experience and capacity of your coach (es) to respond to quitting-related questions submitted via online chat groups, discussion forums, the SD QuitLine Facebook page, or other social media.

3.2.5 QUALITY ASSURANCE REQUIREMENTS

- A. The vendor must operate with a comprehensive quality improvement plan. Describe the quality assurance protocol(s) to be used including:
 - a. Describe the duties of all staff involved in any aspect of service delivery including but not limited to counseling staff, as well as the number of staff in each area.
 - b. Vendor's counseling staff qualification must require a minimum of a bachelor's degree in a health-related field along with additional training in tobacco addiction and cessation. Describe in detail the initial and ongoing training of staff that interact with callers, including any specific tobacco addiction and cessation training. At a minimum, staff providing counseling service must receive initial and annual training in the following areas:
 - i. The psychology of tobacco use and the nature of addiction.
 - ii. General principles of counseling and strategies helpful in behavior modification, such as motivational interviewing.
 - iii. Challenging counseling scenarios such as co-morbid conditions, resistant behavior and participants with psychological issues.
 - iv. Describe what cultural diversity training has been provided as it pertains to coaching strategies and developing rapport with SD QuitLine participants and improving outcomes.
 - v. Describe in detail what cultural sensitivity training has been provided for assisting the American Indian population, and what specific culturally competent cessation protocols have been developed as a result. Include examples of this specific training.
 - vi. Health issues related to tobacco use and cessation.
 - vii. Nicotine withdrawal and effective strategies to manage withdrawal symptoms.
 - viii. Cessation medications which are available, especially those available through the SD QuitLine, including protocols for referring callers to appropriate health professionals. Provide evidence of protocols specifically to address the box label warning for the cessation medications Chantix (Varenicline) and Zyban (Bupropion).
 - ix. Electronic Nicotine Delivery Systems are not a safe alternative to other tobacco products.
- B. Describe how caller satisfaction will be evaluated and reported to the SD DOH. Include the intervals at which this process and reporting will take place; provide protocol to document requests of all callers to SD QuitLine and all responses and/or actions by vendor's staff. Provide specific documentation of such actions upon State's request.
- C. Describe how vendor will coordinate with State-designated evaluation provider to determine quit rate. Quantitative and qualitative data must be collected using the Minimal Data Set (MDS) recommendations from the North American QuitLine

Consortium (NAQC). Describe systems used to collect and maintain data for QuitLine callers including experience and qualifications of staff responsible for data collection, and reporting. At a minimum the successful bidder must identify the number of calls, types of services provided, for special populations specified by the SD DOH including, but not limited to, callers who use medication versus those callers who do not use medication, and State employees. Capacity to provide such reports must be in place at the start of the contract period.

- D. Describe data protection, both in terms of power outage and confidentiality of information. The proposal must outline the responders plan to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security requirements.

3.2.6 PERFORMANCE MEASURES

The vendor should strive to achieve the following performance measures to assess the incoming call center capability. Please provide the SD DOH with documentation of vendor's current performance for these same measures. If vendor is currently not meeting these performance measures, provide a detailed plan with timeline to achieve this capability by May 31, 2023.

- A. 90% to 95% of calls received during operating hours to the SD QuitLine shall be connected to a registration staff or SD QuitLine specialist at the time of the initial call.
- B. The average initial answer speed shall be within 30 seconds.
- C. Less than 5% abandonment for calls waiting greater than 30 seconds following an initial client queue message (if a "live" response is not provided).
- D. 100% of self-help materials shall be sent within one day of registration.
- E. 95% of voicemail messages shall be initiated for return within one day.
- F. 95% of fax and web referrals received shall be initiated for return within one day.
- G. 95% of web-based cessation services shall be sent a message within one day.
- H. At least 50% of registered tobacco users requesting an intervention shall be transferred to SD QuitLine specialist directly after completing registration.
- I. 75% to 80% of all registered tobacco users requesting an intervention will complete an intervention call within one week of registration.

3.2.7 REPORTING

The successful bidder shall be expected to provide, at a minimum the following reports

A. Monthly Reports

The successful bidder will be required to provide a monthly progress report of the previous month's activities electronically to the SD DOH by the 10th of each month. The SD-DOH will determine the content and form of this report in consultation with the successful bidder. Minimum elements of the monthly report shall include the following:

- a. Monthly call volume including both intake (inbound calls) and counseling (outbound calls). Volume must be reported both by total calls received and total number of individuals served.
- b. Cumulative call volume of intake and counseling both by total calls received and total number of individuals served.
- c. Total number of fax referrals processed and then total number of individuals that received counseling.
- d. Where fax referrals were received from; general practice, dental, Indian Health Services, electronic health records, etc.
- e. Total number of web referrals processed and then total number of individuals that received counseling.
- f. Aggregate caller demographics such as age, race, gender, level of education, how the caller heard about or was referred to the SD QuitLine, type of service requested, smoking history, previous quit attempts, main reason for quitting, and any chronic health conditions.
- g. Number of callers in counseling using cessation medication by type of medication being used.
- h. Total received calls to the SD QuitLine by month and year for current and previous 2 calendar years to show comparison.
- i. State specific data reporting for the following populations:
 - i. All Women Count! program participants.
 - ii. SD Medicaid clients.
 - iii. State of SD employees and covered dependents.
 - iv. SD Board of Regents employees and dependents.
 - v. American Indian tribal affiliation
 - vi. Pregnant women
 - vii. Youth and young adults
 - viii. Behavioral Health and Substance abuse individuals
 - ix. Spit tobacco users
- j. Daily intake call volume and total received calls to the SD QuitLine.
- k. Total number of enrollees to the SD QuitLine by county.
- l. Total number of individuals that requested a SD Quit Booklet.
- m. Total number of individuals that requested to receive email messages.
- n. Total number of individuals that requested to receive text messages.
- o. Total number of online social media chats with a SD QuitLine coach and the number of participants that attended.

B. Quarterly Reports

Vendor will track monthly and report in August, November, February and May 1st, the following:

- a. The number and percentage of individuals who did not receive subsequent counseling sessions within 14 days of the last session; including a clear indication of the number of sessions not held within 14 days due to Consultant choosing or staffing.
- b. The number and percentage of individuals who received at least one counseling session, relative to the total number of individuals requesting coaching, during the month.
- c. The number and percentage of individuals who did not receive a counseling session within 2 working days of their quit date; including a clear indication of the number of sessions not held within 14 days due to Consultant choosing or staffing.

C. Other Reports as Requested

- a. As requested by the State, can bill State for staff time spent on collecting information for a specific report.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

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

5.0 PROPOSAL RESPONSE FORMAT

5.1 An original and three (3) copies shall be submitted.

- 5.1.1 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.) Offerors 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 offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Availability to the project locale;
- 6.1.5 Familiarity with the project locale;
- 6.1.6 Proposed project management techniques; and
- 6.1.7 Ability and proven history in handling special project constraints.

6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 Award: The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
- 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

- 7.1** Applicants are strongly encouraged to complete the “Cost Proposal” template included with this RFP, to show an itemized budget of all costs associated with the proposal. Cost proposals must include ALL costs for which the applicant expects payment from SD-DOH. Cost proposals must include a line item budget (if not using the template provided with this RFP, be sure to include the itemized cost information listed below and requested on the template).
- 7.2** In addition, applicants must provide a separate narrative justification of each line item in the budget, including how each cost was calculated. Successful applicant may have the opportunity to renew for up to five (5) years. If applicant expects the State to pay more in subsequent years’ contracts, this must be clearly stated on both the budget page and the narrative justification page. If the applicant expects payment increases in subsequent years, applicant must include an estimated amount for each budget item or an estimated percentage increase for each item, for the following potential contract periods: June 1, 2023 – May 31, 2024; June 1, 2024 – May 31, 2025; June 1, 2025 – May 31, 2026; June 1, 2026 – May 31, 2027; June 1, 2027 – May 31, 2028.
- 7.1** Provide a cost proposal using the template provided below and a budget narrative for the purpose of this RFP which is telephone and web-based tobacco cessation services.
- 7.2** The SD DOH requests that each cost proposal be clearly marked SD QuitLine Telephone, SD QuitLine Web. All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected.
- 7.3** 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:

**RFP # 23-0907001-015
SIERRA PHELPS TOBACCO CONTROL PROGRAM DIRECTOR
TOBACCO CONTROL PROGRAM
615 4TH STREET
PIERRE SD 57501**

All capital letters and no punctuation are to be used in the address. The SD DOH address as displayed should be the only information in the address field. No proposal shall be accepted from, nor 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 Director of Procurement Management.