

STATE OF SOUTH DAKOTA
Department of Health
Division of Family and Community Health
Office of Disease Prevention and Health Promotion
4101 W 38th Street, Ste. 102
Sioux Falls, SD 57104

HIV PREVENTION PROGRAM
PROPOSALS ARE DUE NO LATER THAN MARCH 13, 2023 AT 5:00PM CST

RFP #: 23-0904002-016

State POC: SARAH
ZAISER-SCHMITZ, HIV
PROGRAM
MANAGER

EMAIL:
sarah.zaier@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)

In cooperation with the Centers for Disease Control and Prevention (CDC), the South Dakota Department of Health (SDDOH) is soliciting proposals for HIV prevention activities in the state of South Dakota. Proposals are sought for activities to reduce the transmission of HIV by addressing the prevention, treatment, and care needs of HIV positive persons, and others at high risk of becoming infected with HIV. Preference would be given to applicants who will deploy CDC-approved strategies and serve the priority populations of people living with HIV/AIDS and/or those at greatest risk for acquiring HIV.

More information regarding approved strategies can be found at:

<https://www.cdc.gov/hiv/policies/hip/hip.html>

Statewide implementation plans and needs assessments can be viewed at:

<https://doh.sd.gov/diseases/infectious/HIV-AIDS/SD-plan.aspx>

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, Division of Family and Community Health. The reference number for the transaction is RFP #23-0904002-016. 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 Office of Disease Prevention and Health Promotion by no later than February 20, 2023 at 5:00PM CST. If submitted by mail the envelope should be addressed to:

RFP# 23-0904002-016
Sarah Zaiser-Schmitz, HIV Program Manager
Office of Disease Prevention and Health Promotion
4101 W 38th St. Ste. 102
Sioux Falls, SD 57104

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to Sarah Zaiser-Schmitz via email at sarah.zaiser@state.sd.us. Please place the following in the subject line of your email: **“Letter of Intent for RFP 23-0904001-016”**.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	Feb. 8, 2023
Letter of Intent to Respond Due	Feb. 20, 2023; 5:00pm CST
Responses to Offeror Questions	Feb. 27, 2023; 5:00pm CST
Proposal Submission	Mar. 14, 2023; 5:00pm CST
Anticipated Award Decision/Contract Negotiation	May 5, 2023

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the 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 an electronic copy of the proposal (to include Cost Proposal) shall be submitted. The proposals shall be page numbered and have an index and/or a table of contents referencing the appropriate page number.

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 #23-0904002-016
PROPOSAL DUE MARCH 13, 2023 at 5:00PM CST
SARAH ZAISER-SCHMITZ, HIV PROGRAM MANAGER
OFFICE OF DISEASE PREVENTION AND HEALTH PROMOTION
4101 W 38TH STREET, STE 102
SIOUX FALLS, SD 57104**

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 Sarah Zaiser-Schmitz at sarah.zaiser@state.sd.us with the subject line "RFP #23-0904002-016".

The Department of Health will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification

or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.12 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

A *contract period* is the period of time for which the State agrees upon a specific amount of money to reimburse a vendor for services rendered. Contract periods will be June 1st – May 31st. Accepted proposals will be awarded contracts for one contract period with the option to renew annually at the discretion of the Department of Health and based on availability of federal funds and satisfactory performance by the vendor.

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

The vision of the White House's National HIV/AIDS strategy (NHAS) is "The United States will be a place where new HIV infections are prevented, every person knows their status, and every person with HIV has high-quality care and treatment, lives free from stigma and discrimination, and can achieve their full potential for health and well-being across the lifespan. This vision includes all people, regardless of age, sex, gender identity, sexual orientation, race, ethnicity, religion, disability, geographic location, or socioeconomic circumstance." To achieve this vision, the NHAS includes four goals: 1. Prevent new HIV infections; 2. Improve HIV-related health outcomes of people with HIV; 3. Reduce HIV-related disparities and health inequities; and 4. Achieve integrated, coordinated efforts that address the HIV epidemic among all partners and interested parties.

Intended long-term outcomes of this program include:

- Reduce new HIV infections among persons at risk for HIV infection
- Increased access to care for persons living with diagnosed HIV infection
- Improved health outcomes for persons living with diagnosed HIV infections, including maintaining viral suppression
- Reduced HIV related health disparities
- Reduced death rate among person living with diagnosed HIV infection

Clearly define in your application which activities you will be performing.

3.1 Identify persons with HIV infection and uninfected persons at risk for HIV infection

Intended outcomes:

- Increased number of persons who are aware of their HIV status
- Increased participation in HIV partner services among person with diagnosed HIV infections

3.1.1 *Implement and/or coordinate opt out HIV testing in healthcare settings*

3.1.2 *Implement and/or coordinate targeted HIV testing in non-healthcare setting to identify persons with undiagnosed HIV infection*

3.1.3 *Support and expand targeted HIV testing activities including but not limited to social network strategies and couples-based testing to identify persons with undiagnosed HIV infection*

3.1.4 *Use statewide surveillance data to focus testing efforts to identify individuals with new or undiagnosed HIV infection*

3.1.5 *Promote routine, early HIV and STI screening for all pregnant women according to CDC recommendations*

3.1.6 *Promote voluntary routine testing for HIV and STIs, including referral and linkage to appropriate services*

3.1.7 *Encourage and support the implementation of innovative testing strategies to increase the number of persons with HIV who are aware of their status*

3.2 Partner Services: offered to persons with HIV/STIs, their partners, and others at high risk for infection

3.2.1 *Collaborate and coordinate with STI and HIV programs to maximize the number of persons identified as candidates for partner services*

3.2.2 *Facilitate cluster investigations and interventions*

3.2.3 *Support HIV care continuum activities*

3.2.4 *Report data obtained from partner services activities to SD HIV surveillance program*

3.3 Provide comprehensive HIV-related prevention services for persons living with diagnosed HIV infections (PLWH)

Short-term Outcomes

- Increased linkage to and retention in HIV medical care among PLWH

Intermediate Outcomes

- Increased early initiation of ART among PLWH
- Increased HIV viral load suppression among PLWH
- Decreased risk behaviors among PLWH at risk of transmission

3.3.1 *Data-to-Care Activities*

- 3.3.1.1** *Utilize available HIV surveillance and other data to identify persons diagnosed with HIV who are potentially not receiving medical care or experiencing viral failure to support the HIV care continuum*
- 3.3.1.2** *Report data located during investigations and/or programmatic activity to SD HIV surveillance program for review, quality assurance, and entry into the surveillance system*
- 3.3.1.3** *Identify and refer persons diagnosed with HIV who are potentially not receiving medical care to the SD HIV program in a timely fashion*
- 3.3.2** *Provide linkage to, re-engagement in, and retention in HIV medical care using Data-to-Care activities and other strategies*
 - 3.3.2.1** *Link persons newly diagnosed with HIV to medical care within 30 days of diagnosis*
 - 3.3.2.2** *Re-engage PLWH who are currently not in care into medical care*
 - 3.3.2.3** *Support retention in medical care, treatment, and prevention services for PLWH*
 - 3.3.2.4** *Promote early ART initiation and medication adherence*
 - 3.3.2.5** *Promote and monitor HIV viral suppression and drug resistance*
 - 3.3.2.6** *Provide risk reduction interventions for PLWH*
 - 3.3.2.7** *Provide PLWH with appropriate referrals to essential support services including healthcare benefits, behavioral and mental health, and other medical and social services*

3.4 *Provide comprehensive HIV prevention services for HIV-negative persons at risk for HIV infection* Short term outcomes:

- Increased referrals for persons eligible for PrEP

Intermediate outcomes:

- Increased linkage of persons eligible for PrEP to PrEP providers
- Decreased risk behaviors among HIV-negative persons at risk for HIV infection and other STIs

3.4.1 *Periodic HIV testing and risk screening of at-risk persons*

3.4.2 *Increase awareness of and expand access to PrEP and medication adherence to PrEP*

3.4.2.1 *Screening for PrEP eligibility*

3.4.2.2 *Linkage to and support for PrEP*

3.4.2.3 *Support medication adherence to PrEP*

3.4.2.4 *Increase consumer knowledge, access, and utilization of PrEP*

3.4.2.5 *Enhance provider knowledge and support for PrEP/PEP*

3.4.3 *Utilize HIV surveillance, testing, and other data to identify communities and individuals who would benefit from PrEP services implementation*

3.4.4 *Offer risk reduction interventions for HIV-negative persons at risk for HIV infection*

3.4.5 *Provide HIV-negative persons at risk for HIV infection with appropriate referrals to essential support services including healthcare benefits, behavioral and mental health, and other medical and social services*

3.5 *Conduct community-level HIV prevention activities*

Short term outcomes:

- Increased availability of condoms among persons living with or at risk for HIV and/or other STIs

Intermediate outcomes:

- Increased awareness in affected communities at risk for transmitting or acquiring HIV and/or other STIs
- Reduced stigma and discrimination for persons with HIV

3.5.1 *Social marketing campaigns (e.g. support and promote education and informative campaigns and prevention-focused messaging)*

3.5.1.1 *Support and promote targeted social marketing campaigns focused on HIV and STI prevention, awareness, or other relevant topics. All media campaigns must be approved by SDDOH prior to release*

3.5.1.2 *Support and promote the use of media technology for targeted HIV and STI prevention messaging. All media campaigns must be approved by SDDOH prior to release*

3.5.2 *Community mobilization*

3.5.2.1 *Encourage community mobilization to create enabling environments that support HIV prevention by actively involving community member in efforts to raise HIV awareness, building support for and involvement in HIV prevention efforts motivating individuals to work to end HIV stigma discrimination promote health equity and encouraging HIV risk reduction among family, friends and neighbors*

3.5.3 *Condom distribution programs*

3.5.3.1 *Establish or enhance condom distribution efforts, including the promotion of and provision of condoms*

3.5.3.2 *For targeted condom distribution activities, CDC encourages applicants to partner and/or coordinate with other entities and community based organizations*

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** A combination of strategies and interventions can be used to address core components. Applications in which CDC approved strategies/interventions are the planned method of delivery will be given preferential treatment. Activities need to be Specific, Measurable, Attainable, Realistic, and Timely
- 4.3** HIV prevention activities must be conducted in the form of an evidence-based intervention, promising program, or an Effective Behavioral Intervention (EBI). Group level interventions have not been shown to be feasible in South Dakota, for this reason only individual and community level interventions will be funded
- 4.4** All proposed interventions must contain an evaluation component. Proposals that include a variety of methods to evaluate programming are preferred. All contractors must submit to at least one (1) site visit per calendar year. Site visits are to be conducted by the HIV Prevention Program Manager
- 4.5** All HIV prevention contractors will be required to comply with the requirements of the Center for Disease Control and Prevention's data collection system, Evaluation Web. Data collected includes details of all HIV testing performed, description of client level services, plus employee information. Training will be provided by the Department of Health. Estimated amount of time agency staff could be expected to spend entering data into Evaluation Web is one half hour per week

- 4.6** All HIV prevention staff must undergo data security and confidentiality training upon commencement of the contract in order to be in compliance with federal confidentiality guidelines. This training will be provided by the State
- 4.7** Vendor must have a South Dakota presence
- 4.8** **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.
- 4.9** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.
- 4.10** Provide the following information:
- 4.10.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 4.10.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 4.10.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 4.10.4 Availability to the project locale;
 - 4.10.5 Familiarity with the project locale;
 - 4.10.6 Proposed project management techniques; and
 - 4.10.7 Ability and proven history in handling special project constraints.
- 4.11** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

5.1 An original and two 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 Availability of Funds:** Depending upon federal funding received by the State, approximately \$313,000 total will be available annually.

Continuation of funding will be contingent upon satisfactory progress, timely completion and submission of required reports, documentation, data, evaluations, cost effectiveness of interventions and availability of federal funds.

- 7.2 Budget and Budget Justification:** The budget must include all costs associated with the project for the contract period of June 1, 2023 – May 31, 2024. A complete justification must be included for each line item.

- 7.3 Use of Funds:** Funds may be used to pay for staff salaries, meeting expenses, training expenses, travel, postage, incentives, supplies, rent, telephone, equipment (some restrictions) and other expenditures meeting federal and state guidelines.

- 7.4 Budgeted line items may include:**

- 7.4.1 Personnel:** List each staff person separately and include their total annual salary and benefits. Include the percentage of time and the amount of salary and benefits to be devoted to the proposed project and brief description of their duties in relation to the project.
- 7.4.2 Travel:** List all proposed travel expenses, including formulas used to determine amounts (i.e. 100 miles X \$0.40/mile = \$40.00). ARSD 5:01:02:14 outlines the rates for In-state per diem rates. In-state per diem rates. Per diem rates for official in-state travel are as follows:
(1) The actual cost of lodging up to a maximum of \$75.00 (September-June) plus tax a day;
<https://bhr.sd.gov/files/travelrates.pdf>
- 7.4.3 Supplies and Materials:** Include applicable supplies necessary to the proposed project. Conventional and rapid HIV test kits, test controls, condoms, and lubricant are available from the DOH to HIV prevention contractors at no charge.
- 7.4.4 Printing** Include all printing costs. Provide examples used to determine amounts (i.e. 1,000 copies X \$.10/copy = \$100). Guidelines for printing must be followed. You can find these guidelines at <http://www.state.sd.us/boa/opm/downloads/SDVendorManual.pdf>
- 7.4.5 Postage:** List anticipated mailings. Include the purpose of the mailings and the recipients.
- 7.4.6 Communications:** Include all communication costs. Provide calculations used to determine amounts (i.e. telephone @ \$45/month X 12 months = \$540).
- 7.4.7 Administrative:** Include and justify applicable administrative expenses, such as costs associated with medical oversight, grant writing, secretarial duties, and/or program evaluation.
- 7.4.8 Other:** Allowable costs associated with the proposed project but not listed above.

Sample Budget Template:

CONTRACTUAL COSTS					
Position Title					
Name of Contractor					
Method of Selection					
Period of Performance					
Scope of Work					
Method of Accountability					
Itemized Budget	Itemized Budget				
	Position Title	Annual Salary	% of Time Funded (100% = 1 FTE)	Months of Salary Requested	Grant Amount Requested
Contract Employees Total					\$
Budget Justification					

SUPPLIES					
Items Requested	# of Units	Unit Cost	Total Unit Cost	Indirect 5.9%	Grant Amount Requested

SUPPLIES TOTAL	\$
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Supply Justification

OTHER EXPENSES				
State Employee Computations	Annual Item Cost	# of FTE	# of Months	Grant Amount Requested
Telephone				
Cell Phone Usage				
Office Supplies				
Postage and Freight				
Liability Coverage				
BIT cost Computer Access & User Fee				
Building and Grounds Fee				
State Printing				
Registrations, Memberships ...	Item Cost	# of People	# Items Needed	Grant Amount Requested
Other Program Services	Item Cost	# of Under/Uninsured Individuals Served		Grant Amount Requested
OTHER EXPENSES TOTAL				\$

Other-Expenses Justification

Example - SOCIAL MEDIA CAMPAIGN				
Name of Contractor				
Method of Selection				
Period of Performance				
Scope of Work				
Method of Accountability				
Itemized Budget	Itemized Budget			
	Social Media Placement	Minimum Frequency	Per Week	X 10 weeks

	Total Placement			\$
	Creative Development	Quantity	Each	Total
	Total Creative Development			\$
Budget Justification	Social Media Campaign			
	Total			
	\$			

DIRECT COSTS

Salaries and Benefits		Consultant Costs	Equipment	Supplies	Travel	Other Expenses	Contractual Costs	Total Direct Costs
Salaries	Benefits							

INDIRECT COSTS

Salaries and Benefits	Consultant Costs	Equipment	Supplies	Travel	Other Expenses	Contractual Costs	Total Indirect Costs

GRANT AMOUNT REQUEST, DIRECT AND INDIRECT TOTAL

\$