

STATE OF SOUTH DAKOTA
Legislative Research Council
500 East Capitol Ave
Pierre, SD 57501

Request for Proposals for Information Technology Staff Augmentation Services

PROPOSALS ARE DUE NO LATER THAN Wednesday, March 15, 2023 (5:00PM CST)

RFP #: 23RFP8468

State POC: Elijah Rodriguez

EMAIL: Elijah.Rodriguez@sdlegislature.gov

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 mission of the Legislative Research Council (LRC) is to provide to the members of the Legislature legal analysis, fiscal analysis, and advice in addition to research, drafting, and budget services in a professional, confidential, and nonpartisan manner.

The LRC seeks a consultant to provide information technology staff augmentation services. The selected consultant will work with LRC information technology staff to enhance and maintain internally developed software systems.

1.1.1 DESCRIPTION OF COMPONENTS

The consultant must have experience in software engineering and application development planning, design, coding, and maintenance, in a technology environment that includes:

- C#;
- .Net;
- Microsoft APIs (Graph & VSTO);
- JavaScript;
- XML;
- CSS;
- MS SQL;
- TFS or Azure DevOps;
- Vue.js;
- Vuetify;
- Azure Services;
- IIS Administration;
- SQL Administration;
- Agile software development life cycle; and
- Project management best practices.

1.1.2 ENGAGEMENT STRUCTURE

The deliverables, timeframes, deadlines, and methodology of the engagement will be determined based on the specific tasks and projects assigned to the consultant. These details will be provided in a detailed Statement of Work (SOW). There is no guarantee of work. Specific SOWs with specific terms and scopes of work will be created on an as needed basis. The SOWs will incorporate the terms of the agreement resulting from this RFP.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The LRC is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, LRC. The reference number for the transaction is RFP #23RFP8468. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	February 21, 2023
Deadline for Submission of Written Inquiries	March 7, 2023 (5:00PM CST)
Responses to Offeror Inquiries	March 10, 2023 (5:00PM CST)
Deadline for Offeror to provide Email Address of Authorized Officer	March 10, 2023 (5:00PM CST)
Proposal Submission Deadline	March 15, 2023 (5:00PM CST)
Evaluation of Proposals	March 22, 2023

Anticipated Award Decision/Contract Negotiation
Anticipated Contract Start Date

March 24, 2023
April 1, 2023

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the LRC by the date and time indicated in the Schedule of Activities immediately above. Proposals received after the deadline will be late and ineligible for consideration.

Each Offeror must provide LRC an electronic version of the proposal. The electronic version should be provided in MS WORD or in PDF format and emailed to Elijah.Rodriguez@sdlegislature.gov. The email, including attachments, must be limited to 10MB in size.

All proposals must be signed by an officer of the Offeror, legally authorized to bind the Offeror to the proposal. Proposals that are not properly signed may be rejected. To facilitate the electronic signature of proposals, Offerors shall provide the email address of the officer legally authorized to bind the Offeror to the proposal by 5:00PM CST, March 10, 2023.

If Offerors do not wish to sign electronically, the first page of the RFP must accompany the proposal submission, completed, and 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. The sealed envelope should be marked with the appropriate RFP Number and Title. **Proposals should be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #23RFP8468
PROPOSAL DUE: MARCH 15, 2023
STATE POC: ELIJAH RODRIGUEZ
SOUTH DAKOTA LEGISLATIVE RESEARCH COUNCIL
500 EAST CAPITOL AVE, 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 LRC.

1.5 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, or any state or local government department or agency. Where the Offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 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.

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Offeror prior to the Proposal Submission Deadline given in Section 1.3 of the RFP.

No oral, telephonic, telegraphic or facsimile responses or modifications to this RFP or a submitted proposal will be considered.

1.8 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 for the Deadline for Submission of Written Inquiries given in Section 1.3 of the RFP. Inquiries must be emailed Elijah.Rodriguez@sdlegislature.gov with the subject line "RFP #23RFP8468".

The LRC will respond to Offeror's inquiries (if required) via e-mail. In addition, all inquiries and the LRC'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.

1.9 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 LRC. All materials submitted become the property of the State of South Dakota and may be returned only at the LRC's option.

1.10 LENGTH OF CONTRACT

The contract will begin on April 1, 2023.

The contract will end on June 30, 2025.

LRC reserves the right to extend the terms of the contract for a period of one year. There is the possibility of up to two such extensions, for a maximum of two additional years. Any extension of the contract is not guaranteed.

1.11 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein must be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The laws of South Dakota shall govern this transaction, without regard to conflict of law provisions. Nothing in this RFP may be construed as a waiver of the State of South Dakota or the LRC's sovereign immunity.

1.12 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 LRC. However, the LRC may award a contract based on the initial proposals received without discussion with the Offeror. An initial proposal may become, in whole or in part, and at the sole discretion of LRC, a binding part of the resulting contract should the LRC select that initial proposal. 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 LRC 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, with the successful Offeror referenced as the Contractor:

- 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 April 1, 2023, and end on June 30, 2025, 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 LRC with the Contractor's Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The LRC will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$350,000. The LRC will not pay the 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 and the LRC, and their 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 or LRC, and their 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.
- E. Cyber Liability Insurance:
- The Contractor shall maintain cyber liability insurance with liability limits in the amount of \$1,000,000 to protect any and all State of South Dakota data, including LRC data, the Contractor receives as part of this Agreement. This includes State data that may reside on devices, including laptops and smart phones, utilized by the Contractor's employees, whether the device is owned by the employee or the Contractor. If the Contractor has a contract with a third-party to host any State data received as a result of entering into this Agreement, then

the Contractor shall include a requirement for cyber liability insurance as part of the contract between the Contractor and the third-party hosting the data in question. The third-party cyber liability insurance coverage must include State data that resides on devices, including laptops and smart phones, utilized by third-party employees, whether the device is owned by the employee or the third-party. The cyber liability insurance shall cover expenses related to the management of a data breach incident, the investigation, recovery and restoration of lost data, data subject notification, call management, credit checking for data subjects, legal costs, and regulatory fines. The cyber liability insurance will stay in effect for three years after the termination of this Agreement.

Before beginning work under this Agreement, the Contractor shall furnish the LRC 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 LRC and provide a new certificate of insurance showing continuous coverage in the amounts required. The Contractor shall furnish copies of insurance policies if requested by the LRC.

- 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 or the LRC.
- 2.8** The Contractor agrees to report to the LRC 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 the Contractor or the State of South Dakota, including the LRC, to liability. The Contractor shall report any such event to the LRC immediately upon discovery.

The Contractor's obligation under this section shall only be to report the occurrence of any event to the LRC and to make any other report provided for by the Contractor's duties or applicable law. The 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 LRC under this section shall not excuse or satisfy any obligation of the 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 LRC at any time with or without notice. If termination for such a default is effected by the LRC, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the LRC because of the Contractor's default. Upon termination the LRC may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the LRC terminates for a default by the Contractor, it is determined that the 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 LRC. Termination for any of these reasons is not a default by the LRC or the State of South Dakota, nor does it give rise to a claim against the LRC or State.
- 2.11** This Agreement may not be assigned without the express prior written consent of the LRC. 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 LRC. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the LRC and the State of South Dakota, and to provide insurance coverage for the benefit of the LRC and 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** The 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 LRC by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the LRC and will not be used in any way by the Contractor without the written consent of the LRC. 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 LRC.
- 2.16** The Contractor certifies that neither the 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. The Contractor further agrees that it will immediately notify the LRC if during the term of this Agreement, the 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 LRC, 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 Scope of Work is to be used as a general guide and is not intended to be an exact list of all work necessary to complete the project.

The Contractor will work with the LRC to complete tasks and projects necessary for the development and maintenance of LRC information technology systems. This includes the following tasks:

- a. Requirements gathering;
- b. System architecture design;
- c. Technical coding;

- d. Testing;
- e. Debugging;
- f. Documentation;
- g. Training;
- h. Technical assistance to LRC staff; and
- i. Other IT tasks as assigned.

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 LRC 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 their questions or comments regarding the RFP, the evaluation, etc. to the Point of Contact (POC) indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the POC 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 POC.
- 4.3** The Offeror may be required to submit a copy of their most recent audited financial statements upon the LRC's request.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1** All proposals should be prepared simply and economically and provide a direct, concise explanation of the Offeror's proposal and qualifications. Elaborate brochures, sales literature, and other presentations unnecessary to a complete and effective proposal are not desired.
- 5.2** Offerors are required to provide an electronic copy of their proposals via email to Elijah.Rodriguez@sdlegislature.gov. The electronic copy should be provided in MS WORD or in PDF format. The email, including attachments, should be limited to 10MB in size.
- 5.3** Offerors are cautioned that the use of the state seal in any of their documents is illegal pursuant to South Dakota Codified Law 1-6-3.1, which states:

No person may reproduce, duplicate, or otherwise use the official seal of the State of South Dakota, or its facsimile, adopted and described in §§ 1-6-1 and 1-6-2 for any for-profit, commercial purpose without specific authorization from the secretary of state. A violation of this section is a Class 1 misdemeanor. (SDCL § 1-6-3.1)
- 5.4** The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.5** All proposals must be organized and tabbed with labels for the following headings:
 - 5.1.1 RFP Cover Sheet
 - 5.5.2 Executive Summary
 - 5.5.3 Detailed Response
 - 5.5.4 Relevant Experience
 - 5.5.5 Background Checks
 - 5.5.6 Cost Proposal

Please reference the section for details on what should be included in your proposal.

- 5.5.1 RFP Cover Sheet.** The state's Request for Proposal cover sheet completed and signed. The RFP cover sheet is provided as page 1 of this RFP.
- 5.5.2 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.
- 5.5.3 Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- 5.5.3.1** 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 stated in the following sections of this RFP:
- 1.1.1 DESCRIPTION OF COMPONENTS
 - 1.1.2 ENGAGEMENT STRUCTURE
 - 3.0 SCOPE OF WORK
- This should demonstrate the Offeror's understanding of the desired overall performance expectations.
- 5.5.3.2** A clear description of any options or alternatives proposed.
- 5.5.4 Relevant Experience.** 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.
- 5.5.5 Background Checks.** The Offeror must include the following statement in their proposal:
- (Company name here) acknowledges and affirms that it understands that the (company name here) employees who have access to production Personally Identifiable Information (PII), data protected under the Family Educational Rights and Privacy Act (FERPA), Protected Health Information (PHI), Federal Tax Information (FTI), any information defined under state statute as confidential or have access to secure facilities will have fingerprint-based background checks. These background checks will be used to check the criminal history records of the State as well as the Federal Bureau of Investigation's records. (Company name here) acknowledges and affirms that this requirement will extend to include any Subcontractor's, Agents, Assigns and or Affiliated Entities employees.
- 5.5.6 Cost Proposal.** Provide the cost rate to be charged for the services provided. 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.

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;
 - 6.1.7** Ability and proven history in handling special project constraints; and
 - 6.1.8** Cost per hour of staff augmentation services rendered.
- 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 LRC 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 LRC and the State of South Dakota.
- 6.5 Award:** The LRC 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 LRC, the LRC shall, either orally or in writing, terminate negotiations with the contractor. The LRC may then negotiate with the next highest ranked contractor.
 - 6.5.2** The negotiation process may continue through successive Offerors, according to LRC ranking, until an agreement is reached or the LRC terminates the contracting process.