

STATE OF SOUTH DAKOTA  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF REHABILITATION SERVICES  
HILLSVIEW PROPERTIES PLAZA  
3800 E HWY 34, C/O 500 E CAPITOL  
PIERRE SD 57501-5070

**Administration of the Mobile Communication Access (MCA) Program**  
**PROPOSALS ARE DUE NO LATER THAN 5:00 pm (CDT) October 18, 2023**

RFP #:  
23RFP9125

BUYER: Hailey Bowers

EMAIL: Hailey.Bowers@state.sd.us

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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**PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## 1.0 GENERAL INFORMATION

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

The Department of Human Services (DHS), Division of Rehabilitation Services (DRS) is publishing a Request for Proposals (RFP) to contract for service delivery of the statewide program, Mobile Communication Access (MCA), that provides communication solutions for individuals with hearing loss. The program is designed to help reduce barriers in the community when interpreters are not available on demand. The objective with this program is to create streamlined communication for same-room services through MCA where this is currently a gap in access.

### 1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Human Services/Division of Rehabilitation Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Human Services/Division of Rehabilitation Services. The reference number for the transaction is RFP #23RFP9125 This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

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

*Items due by 5p CST of the Dates Listed*

RFP Publication	September 7, 2023
Deadline for Submission of Written Inquiries	September 20, 2023
Responses to Offeror Questions	October 4, 2023
Proposal Submission	October 18, 2023
Oral Presentations/discussions (if required)	
Anticipated Award Decision/Contract Negotiation	November 8, 2023
Contract Budget Cycle Start Date	January 1, 2024

### 1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the South Dakota Department of Human Services/Division of Rehabilitation Services 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 2 identical copies of the proposal shall be submitted, also include an electronic version with the submission. **The cost proposal must be in a separate sealed envelope and labeled "Cost Proposal".**

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #23RFP9125  
PROPOSAL DUE October 18, 2023  
BUYER Hailey Bowers  
DEPARTMENT OF HUMAN SERVICES  
811 E 10th Street  
Dept. 21  
Sioux Falls, South Dakota 57103**

All capital letters and no punctuation are used in the address. The Department of Human Services/Division of Rehabilitation Services address as displayed should be the only information in the address field.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.5 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, 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.

**1.6 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 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.

**1.8 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 SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**1.9 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 OFFEROR INQUIRIES**

Offerors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Hailey Bowers at [Hailey.Bowers@state.sd.us](mailto:Hailey.Bowers@state.sd.us) with the subject line "RFP #23RFP9125". Inquires may also be faxed to 605.367.5327. If inquiries are submitted by mail the envelope should be addressed to Hailey Bowers. Be sure to reference the RFP number in your letter.

The Department of Human Services/Division of Rehabilitation Services prefers to respond to offeror's inquiries (if required) via e-mail. If an offeror does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the offeror. All offerors will be informed of any inquiries and the State's response. 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.

#### **1.11 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. Pricing and service elements are not considered proprietary. 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.

#### **1.12 LENGTH OF CONTRACT**

The Department of Human Services is requesting the contract for a period of five years with a provision for the state to elect to renew service for an additional five-year extension.

#### **1.13 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.

#### **1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by a 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.

#### **1.15 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.

### **2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

- 2.1** Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as described in the Scope of Work. As part of the negotiation process, the contract terms may be altered or deleted. The Offeror should indicate in their response any issues that have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.
- 2.2** The Contractor's services under this Agreement shall commence for 5 years beginning January 1, 2024 and end on January 1, 2029 with the option for renewal by the state for one (1) five-year period. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current agreement term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.3** The State will make payment for services upon satisfactory completion of the services. 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.

**2.4** 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.

**2.5** 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.

**2.6** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

**2.7** 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.

**2.8** 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 affected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of

Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under 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.

- 2.9** 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.
- 2.10** 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.
- 2.11** 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.
- 2.12** 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.
- 2.13** 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.
- 2.14** 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.
- 2.15** 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
- 2.16** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. 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.
- 2.17** 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.



- 2.18 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 Provider agrees to:

- 3.1 Develop and maintain a mobile device app and program to provide Vis in settings that do not fall under the Americans with Disabilities Act (ADA).
- 3.2 Implement a targeted marketing campaign to potential users who have hearing loss to make them aware of the MCA app and included features. The potential customers need to be made aware of the set weekly schedule of availability for VIS, what is considered appropriate and inappropriate use of Video Interpreter Services (VIS), and how to utilize the MCA app.
- 3.3 Follow the established Department of Human Services (DHS) VIS parameters document to determine appropriate use of VIS in non-American with Disability Act (ADA) settings. In situations where there are ADA obligations for the business to provide an interpreter, MCA staff will refer the customer to the business for an interpreter request which the business will be responsible for payment.
- 3.4 Contact DHS staff when in question of appropriate use of VIS prior to allowing the call to take place.
- 3.5 Send out a monthly report within 30 days following the end of the month to DHS staff. Included in this report will be new registered customers, continued registered customers, call log report to include completed calls, denied calls, disconnected calls, missed calls and calls in queue, and description and duration of each call to ensure proper usage of VIS.
- 3.6 Provide results of quarterly anonymous surveys from consumers who have used the MCA app.
- 3.7 Follow the budget outlined amount for all services including interpreting, staffing, operating, quality assurance, training, marketing, and outreach. Once this funding source is used or a year has passed from the program starting, the program will be placed on hold for DHS staff to review the effectiveness of the program to determine if this program is eligible for permanent status.

### **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.

## **5.0 PROPOSAL RESPONSE FORMAT**

- 5.1 An original and 2 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. 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.
    - 5.2.3.4 A clear description of how the proposal is establishing a new program or expanding a current program.
    - 5.2.3.5 A clear description of how the offeror intends to sustain programs that are established or enhanced using the dollars from this RFP, if awarded.
    - 5.2.3.6 The resume of the person responsible for oversight of the scope of work.
  - 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.

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.4 of this RFP.

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 in section 4.0 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 Cost effectiveness of proposal compared to the projected number of participants who will be participating in the program;
  - 6.1.2 Description of the proposed Mobile Communication Access Program.
- 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 must include a job description for any positions showing the required qualifications. The proposal must also identify the staff person responsible for oversight of the program and include their resume.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
  - 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.
- 6.6 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:
  - 6.6.1 Cost effectiveness of proposal compared to the projected number of participants in the Mobile Communication Access Program.
  - 6.6.2 Past success in administering programs for individuals that are deaf/hard of hearing.
  - 6.6.3 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
  - 6.6.4 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 6.6.5 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 6.6.6 Availability to the project locale.

- 6.6.7 Familiarity with the project locale.
  - 6.6.8 Proposed project management techniques.
  - 6.6.9 Ability and proven history in handling special project constraints.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 **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.
- 6.10.1 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.
  - 6.10.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

## 7.0 COST PROPOSAL

### **The cost proposal needs to be in a separate and sealed envelope.**

- 7.1 The Offeror must include a detailed cost proposal for 5 years.
- 7.2 Estimated proposal prices are not acceptable. Payments will be based upon contracted services actually performed in accordance with the fixed price determined through this competitive bid. Proposed price shall be on a 15-minute unit of service based on the Department's annual fee schedule. To ensure that all Contractors use the same criteria to determine a proposed price, billable time includes the time associated with application, follow-up, technical assistance. Billable time shall not include administrative overhead time. Administrative overhead includes, but is not limited to, activities associated with performing accounting, bookkeeping, billing, and maintenance. Costs associated with administrative overhead may be considered in the proposed price for the 15-minute unit rate. Each Contractor will submit a proposed 15-minute unit rate inclusive of costs for activities associated with both billable time and any other administrative overhead. It is anticipated that each Contractor will carefully evaluate numerous factors in arriving at their proposed price. Contractors should provide support in their method for deriving at the proposed rate.
- 7.3 Estimated prices or incomplete prices may be used as a basis for rejection of a proposal. The price contained in the Contractor's proposal shall be binding for the duration of the contract period. One optional five-year extension may be granted at the sole discretion of the state. The state may, also at their discretion, grant rate increase to adjust for inflation. The price cannot be increased by more than the inflationary rate each year unless the Contractor and the State mutually agree that the inflationary rate cap is unrealistic or unfair. No deviations, qualifications or counter offers will be accepted.

**7.3 Conditions on Funding:**

7.3.1 Funding contingent upon successful completion of work outlined in Attachment 1.

7.3.2 The State reserves the right to reject any and all proposals.