

**STATE OF SOUTH DAKOTA
Department of Health
Office of Child and Family Services
402 S Main Street, Aberdeen, SD 57401**

Maternal Mortality Review Abstractor
PROPOSALS ARE DUE NO LATER THAN January 17th, 2024, at 5:00 CST

RFP #: 24-0904004-003

State POC: Fabricia Latterell

EMAIL: fabricia.latterell@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. GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Health, Office of Child and Family Services (OCFS) is seeking proposals from qualified organizations to provide an Abstractor for the Maternal Mortality Review Committee (MMRC). This position will review information obtained from death certificates, birth certificates, fetal death certificates, medical and hospitalization records, autopsies, social service records, news, police records, and other sources, with the goal of abstracting any relevant data surrounding the death of a woman while pregnant, during delivery, of up to a year after giving birth. The abstractor will work closely with the Maternal and Child Health Epidemiologist (MCH Epi) and with other members of the MMRC.

It is also part of the abstractor's responsibilities: a) to contact hospitals and arrange access to medical records for assigned cases, b) to fill out appropriate abstraction forms providing additional information on each case based on clinical documentation in the records, c) to write a case narrative, d) to participate in the efforts for data quality improvement related to such deaths. While most records are found at area hospitals, the abstractor may be required to gather information from other types of facilities.

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, Office of Child and Family Services. The reference number for the transaction is RFP **#24-0904004-003**. 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	12/01/2023
Deadline for submission of written inquiries	12/18/2023
Responses to Vendor Questions	01/05/2024
Proposal Submission	01/17/2024 5:00pm CST
Anticipated Award Decision/Contract Negotiation	03/01/2024

1.4 SUBMITTING YOUR PROPOSAL

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

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

One original paper proposal and one identical electronic copy of the proposal shall be submitted. The electronic proposal should be submitted to Fabricia Latterell, MCH Epi, at fabricia.latterell@state.sd.us

The cost proposal must be in a separate sealed envelope and labeled “Cost Proposal – RFP #24-0904004-003”.

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 #24-0904004-003
PROPOSAL SUBMISSION DUE 01/17/2024
FABRICIA LATTERELL, MATERNAL & CHILD HEALTH EPIDEMIOLOGIST
SOUTH DAKOTA DEPARTMENT OF HEALTH
402 N MAIN STREET, ABERDEEN, SD 57401

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 vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 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 vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 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 vendor certifies and agrees that the following information is correct:

The bidder or vendor, 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 vendor on this project and terminate any contract awarded based on the bid or response. The successful bidder or vendor 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.

1.8 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 vendor certifies and agrees that the following information is correct:

The bidder or vendor, 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 vendor on this project and terminate any contract awarded based on the bid or response. The successful bidder or vendor 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.

CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

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

1.10 VENDOR INQUIRIES

Vendors 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 Fabricia Latterell at fabricia.latterell@state.sd.us with the subject line "RFP #24-0904004-003".

The Department of Health will respond to vendor'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. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

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

1.12 LENGTH OF CONTRACT

The length of this contract is expected to be 1 year with the potential for an extension of an additional 2 years.

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 VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2 **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's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.
- 2.2. 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.
- 2.3. The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.4. The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.5. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$_____. Expenditure claims are required *prior* to the initiation of any and all payments. Documentation for expenditure claims may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used. The State will not pay Contractor's expenses as a separate item.
- 2.6. Unless otherwise negotiated and agreed upon by the parties, the State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.7. 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.
- 2.8. 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. 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.
- 2.10. The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

2.10.1. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than 1,000,000 for each occurrence and 3,000,000 aggregate.

2.10.2. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

2.10.3. Business Automobile Liability Insurance:

Consultant shall maintain automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned hired and non-owned vehicles.

2.10.4. Certificates of Insurance:

Prior to commencement of work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and provide that such insurance shall not be canceled, except on 30 days' prior written notice to State. Consultant shall furnish copies of insurance policies if requested by State.

2.10.5. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

2.11. 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.

2.12. 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.

2.13. 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.

2.14. **Termination provision:** 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.

- 2.15. 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.
- 2.16. 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.
- 2.17. 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.
- 2.18. 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 **Fabricia Latterell (fabricia.latterell@state.sd.us)** 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. **CONFIDENTIALITY OF INFORMATION:**
For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Contractor by the State. Contractor acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure.
Contractor shall not:
(i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract;
(ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract;
(iii) make State Proprietary Information available to any of its employees, officers, agents or Contractors except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information.
Contractor is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence.
Contractor shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that
(i) was in the public domain at the time it was disclosed to Contractor;
(ii) was known to Contractor without restriction at the time of disclosure from the State;
(iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose

such information;

(iv) was independently developed by Contractor without the benefit or influence of the State's information;

(v) becomes known to Contractor without restriction from a source not connected to the State of South Dakota.

State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind.

Contractor understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Contractor acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Contractor will be required to undergo investigation.

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

3 SCOPE OF WORK

3.1 OVERALL QUALIFICATIONS

The successful applicant will have a minimum of a Bachelor of Science in Nursing and demonstrated understanding of normal and abnormal processes of pregnancy, delivery, and the postpartum period, as well as the wide spectrum of factors that can influence maternal outcomes. Such knowledge may be evidenced by an Advanced Practice degree in Women's health or Obstetrics/Midwifery or Neonatology. Alternatively, a minimum of five years of nursing experience in obstetrics or labor and delivery or antenatal care or postpartum care services.

Applicant must also hold a current/active license as a registered nurse with the South Dakota Board of Nursing, or a compact act license.

Applicant should also have: (i) demonstrated strong professional communication skills (phone, email, fax, verbal); (ii) computer skills, including data entry experience and ability to navigate a variety of electronic medical record systems; (iii) competencies in qualitative interviewing techniques, empathetic communication, and bereavement counseling; (iv) Experience in medical record review (peer review, FIMR, etc.); (v) flexibility and ability to accomplish tasks in short time frames (vi) demonstrated appreciation of the community; (vii) knowledge of HIPAA and confidentiality laws; (viii) ability to serve as an objective, unbiased storyteller; not looking to assign blame; (ix) demonstrated understanding of social determinants of health contributing to maternal mortality.

3.2 TEAM

Under the direction of the Maternal and Child Health Epidemiologist, this position will provide data and services for the Prevention Services under the Maternal and Child Health area of the Office of Child and Family Services. In addition, this position will collaborate with the Maternal Mortality Review Committee members, the Prevention Service Manager, the Child Death Review Abstractor, and the Infant Death Epidemiologist.

3.3 RESPONSIBILITIES

This position will have responsibility in the following areas:

3.3.1 Case abstraction

Case abstraction consists of obtaining information of the events surrounding a pregnancy-associated death, such as decedent's demographic information, underlying cause of death, if death was preventable, if pregnancy-related, among other data. A pregnancy-associated death is the death of a woman during pregnancy, delivery, and up to a year after the end of pregnancy. The purpose of reviewing these cases is to gain insight into the medical and social factors that lead to such events in order to decrease such deaths in the future.

The abstractor typically obtains information from death certificates, birth certificates, fetal death certificates, medical and hospitalization records, autopsies, social service records, news, police records, and other sources of information. It is also part of the abstractor's responsibilities to contact hospitals and arrange access to medical records for assigned cases.

The abstractor is responsible for reviewing records from each facility involved in the deceased's care, filling out appropriate abstraction forms, writing a case narrative, and providing additional information on each case based on clinical and social documentation in the records. During case abstraction, identify and address health disparities, including those caused by differences in social determinants of health.

After collecting information and putting together a case narrative, the abstractor is also responsible for performing an Informant Interview – a conversation with a close relative or significant other in the deceased's life, people who knew the decedent personally and can provide insight into factors that contributed to the death and the context of those factors in her life. This is considered an integral part of the abstraction process.

3.3.2 Maternal mortality review committee (MMRC) member

Prepare summaries of cases narratives and present them at the review committee meetings. Work closely with the MMRC to document recommendations and other relevant considerations about the cases under review. Collaborate with the MMRC in the efforts to prevent pregnancy-associated deaths and to identify interventions to improve health equity. Represent the MMRC, along with the Prevention Service Manager and the Maternal Mortality Epidemiologist, in national meetings and conferences.

3.3.3 Data monitoring and reporting

Work closely with the Maternal and Child Health Epidemiologist to monitor relevant performance measures and suggest improvement in data collection, monitoring, and reporting. Align quality improvement projects with existing health priorities and staff action plans.

3.3.4 Quality improvement

Adopt the culture of quality improvement of the Office of Child and Family Services (OCFS) using nationally recognized quality improvement frameworks, tools, and methods. Work other members of the Prevention Service Team to conduct quality improvement projects.

3.3.5 Training

Participate in trainings provided by the Centers of Disease Control and Prevention and the Department of Health. Provide training to other OCFS members related to relevant topics in the issues of Maternal Mortality.

4 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

4.1 THE VENDOR IS CAUTIONED THAT IT IS THE VENDOR'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION RELATED TO THE EVALUATION CATEGORIES AND THAT THE STATE OF SOUTH DAKOTA IS UNDER NO OBLIGATION TO SOLICIT SUCH INFORMATION IF IT IS NOT INCLUDED WITH THE PROPOSAL.

The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.2 VENDOR'S CONTACTS

Vendor 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 buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

4.3 THE VENDOR MAY BE REQUIRED TO SUBMIT A COPY OF THEIR MOST RECENT AUDITED FINANCIAL STATEMENTS UPON THE STATE'S REQUEST.

4.4 PROVIDE THE FOLLOWING INFORMATION

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

4.5 PROVIDE THIS INFORMATION FOR ANY SERVICE/CONTRACT THAT HAS BEEN TERMINATED, EXPIRED OR NOT RENEWED IN THE PAST THREE YEARS.

- 4.5.1 Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- 4.5.2 Dates of the service/contract; and
- 4.5.3 A brief, written description of the specific prior services performed and requirements thereof.

5 **PROPOSAL RESPONSE FORMAT**

5.1 **AN ORIGINAL PAPER AND ONE ELECTRONIC COPY SHALL BE SUBMITTED.**

The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 **ALL PROPOSALS MUST BE ORGANIZED AND TABBED WITH LABELS FOR THE FOLLOWING HEADINGS:**

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Executive Summary.** The one- or two-page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Vendors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

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

6 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 AFTER DETERMINING THAT A PROPOSAL SATISFIES THE MANDATORY REQUIREMENTS STATED IN THE REQUEST FOR PROPOSAL, THE EVALUATOR(S) SHALL USE SUBJECTIVE JUDGMENT IN CONDUCTING A COMPARATIVE ASSESSMENT OF THE PROPOSAL BY CONSIDERING EACH OF THE FOLLOWING CRITERIA:

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

6.2 EXPERIENCE AND RELIABILITY OF THE VENDOR'S ORGANIZATION ARE CONSIDERED SUBJECTIVELY IN THE EVALUATION PROCESS.

Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 THE QUALIFICATIONS OF THE PERSONNEL PROPOSED BY THE VENDOR TO PERFORM THE REQUIREMENTS OF THIS RFP, WHETHER FROM THE VENDOR'S ORGANIZATION OR FROM A PROPOSED SUBCONTRACTOR, WILL BE SUBJECTIVELY EVALUATED.

Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES, AND MAKE AWARD(S) AS DEEMED TO BE IN THE BEST INTEREST OF THE STATE OF SOUTH DAKOTA.

6.5 AWARD

The requesting agency and the highest ranked vendor 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 vendor 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 vendors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

7 COST PROPOSAL

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal". For purposes of determining the best value, the technical proposal is the top priority. However, as technical scores become closer, price will become more important. Vendors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

Budget Allocation: The cost proposal budget must describe the following items for which the vendor will expect reimbursement each year. The budget below is based on costs for year one. Please indicate anticipated future cost increases as a part of the cost proposal.

- **Personnel costs** include salary, fringe benefits, and any fixed costs for a 1.0 FTE for this position. Details of these costs must be included in the description column in the chart below. The ideal vendor would propose one person to fill 1.0 FTE for this position.
- **Supplies costs** may include equipment needed to complete duties of the position, as well as office supplies, printing, computer needs, software, etc. Please provide details in the description column in the chart below.
- **Travel costs** should include estimated cost of 4 in-state trips and 1 out-of-state trip per year. The in-state travel would include 1 visit to Rapid City, 2 visits to Pierre, and 1 visit to Sioux Falls, to conduct on-site technical assistance and meet with staff. The one 1 out-of-state trip would be for a national conference or professional development opportunity.
- **Other costs** may include any other costs that are not covered in the above sections. Please provide details in the description column in the chart below.
- **Indirect costs** may be included for executive oversight, accounting, and contract management. The allowable cost rate may not exceed the federally approved indirect cost rate for the DOH, which is 7.3% of the total contract amount.

7.1 COST PROPOSAL

Category	Funding Request
Personnel	\$
A. Personnel Salary:	
B. Fringe Benefits:	
Justification:	
Supply Costs	\$
Justification:	
Travel Costs	\$
4 in-state trips and 1 out-of-state trip	
Justification	
Other Costs	\$
Justification:	
Indirect Costs/Administration	\$
Justification:	