

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF LICENSURE AND ACCREDITATION
600 EAST CAPITOL AVENUE
PIERRE, SD 57501

**REQUEST FOR PROPOSALS TO PROVIDE ADDITIONAL LONG-TERM CARE NURSING FACILITY
CAPACITY IN SOUTH DAKOTA**

PROPOSALS ARE DUE NO LATER THAN June 30, 2027 at 5:00PM (CST)

RFP #: 26-0903002-019

State POC: Jennifer
Maeschen

EMAIL:
jennifer.maeschen@state.sd
.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

South Dakota is committed to fostering a system of long-term care services and supports by administering programs, services, and activities in the most integrated setting appropriate to the needs of its older citizens and persons with disabilities.

Pursuant to SDCL §§ 34-12-35.6 & 35.7, the Department of Health (DOH) may annually consider the need for additional nursing facility beds in defined areas of the State and may increase the number of nursing home beds in order to meet an identified need in the State. Pursuant to SDCL § 34-12-35.8, DOH shall solicit proposals through the statutorily established request for proposals process. The specific purpose of this RFP is to solicit proposals from long-term care providers who are interested in obtaining additional long-term care nursing facility beds. Proposals will be accepted on an ongoing basis until June 30, 2027, or until all available beds have been reallocated. Proposals will be evaluated upon submission and in the order in which they are received.

Consistent with our efforts to identify and address identified needs for additional long-term care nursing facility capacity within the state, the Department of Health also strongly encourages providers to expand their capacity to deliver home and community-based services to ensure that all South Dakotans have the opportunity to live close to family and friends, achieve maximum independence, engage in productive and fulfilling employment, and participate in community life.

Currently, DOH has available a total of 991 nursing facility beds that are eligible to be reallocated in order to meet the long-term care needs of the residents of South Dakota. Proposals are being solicited statewide in an effort to increase additional long-term care capacity within the State. Preference will be given to proposals to the degree that they seek to address the particular special care needs in each area as outlined in this RFP, and to the respondent's commitment to consider developing home and community-based services into the future.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Health, Division of Licensure and Accreditation. The reference number for the transaction is RFP #26-0903002-019. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

While submission of a Letter of Intent is not required, it is encouraged. Along with some general details about the intended proposal, the Letter of Intent should also include the anticipated date of submission. If submitted by mail, the Letter of Intent should be addressed to:

**RFP # 26-0903002-019
JENNIFER MAESCHEN, ADMINISTRATOR
SOUTH DAKOTA DEPARTMENT OF HEALTH
600 EAST CAPITOL AVENUE
PIERRE, SD 57501**

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to Jennifer Maeschen via email at jennifer.maeschen@state.sd.us. Please place the following in the subject line of your email: **"Letter of Intent for RFP 26-0903002-019"**.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	26-0903002-019
Letter of Intent to Respond Due	Ongoing
Responses to Offeror Questions	Ongoing
Proposal Submission	Ongoing, but no later than June 30, 2027, 5PM CST
Oral Presentations/discussions (if required)	Ongoing
Proposal Revisions (if required)	Ongoing
Anticipated Award Decision/Contract Negotiation	Ongoing

**As proposals are submitted, proposal review and the awarding of beds will take place on an ongoing basis through the state fiscal year 2027. In the event that all available beds are reallocated prior to the end of the state fiscal year, the RFP will be closed early. Please contact DOH regarding the status of available beds for reallocation before applying.*

1.5 SUBMITTING YOUR PROPOSAL

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

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

The bidder has two options to submit proposals:

1. The bidder may submit one electronic original of the proposal and (3) identical paper copies of the proposal to be received by the Department no later than five days of the date and time indicated in the Schedule of Activities.

2. The bidder may submit one original paper copy and 5 identical copies of the proposal by the date and time indicated in the Schedule of Activities.

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 #26-0903002-019
PROPOSAL DUE June 30, 2027 (unless RFP is closed earlier due to all available beds being allocated)**

**JENNIFER MAESCHEN, ADMINISTRATOR
SOUTH DAKOTA DEPARTMENT OF HEALTH
600 EAST CAPITOL AVENUE
PIERRE, SD 57501**

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

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

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

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by 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 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.

1.11 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.

1.12 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Jennifer Maeschen at jennifer.maeschen@state.sd.us with the subject line "RFP #26-0903002-019".

The State will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.13 PROPRIETARY INFORMATION

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

1.14 LENGTH OF CONTRACT TERM

The winning bidder may decrease beds at its discretion. However, to increase beds it must wait for the next bid to request the increase in bed census.

1.15 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.

1.16 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

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

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

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

		Agreeable	Negotiable	Not Agreeable
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 mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.			
2.3	The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.			
2.4	The successful responding provider will perform those services described in the resulting contract or agreement.			
2.5	The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.			
2.6	The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows: A. Commercial General Liability Insurance: The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.			

	D. Worker's Compensation Insurance: The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law. Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.			
2.7	While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.			
2.8	Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery. <i>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.</i>			
2.9	This Agreement may be terminated by either party providing written notice as mutually agreed and specified in the Agreement. 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. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement.			
2.10	This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.			

2.11	This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.			
2.12	This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.			
2.13	The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.			
2.14	The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.			
2.15	Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.			
2.16	The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.			
2.17	Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices			

	shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.			
2.18	In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.			
2.19	All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.			

3.0 SCOPE OF WORK

A total of 991 nursing facility beds are currently available for redistribution statewide. Proposals must be specific to meeting the long-term care needs of residents of South Dakota. Through the authorization of these additional beds from the Department of Health, providers shall provide additional long-term care nursing facility services in accordance with the following requirements. Proposals shall describe how they intend to meet each of the following requirements:

- 3.1** Any additional nursing facility beds received by long term care providers via this RFP process shall be housed in new or existing nursing facilities located in South Dakota.
- 3.2** Any additional nursing facility beds received by long term care providers via this RFP process shall be made operational as soon as possible, but no later than two (2) years from the date of the resulting contract or agreement.
- 3.3** Responding providers shall verify in the proposal that their nursing facility is Medicare-certified, Medicaid-certified, or both, or have skilled nursing services available on-site. The skilled services shall be part of the facility's normal delivery of services.
- 3.4** The nursing facilities shall accept residents with complex medical conditions or increased levels of care requiring specialized equipment and/or increased staff resources.
- 3.5** The nursing facilities may not place any restriction on admissions as part of the facility's admissions agreement, other than those allowed in ARSD article 44:73.
- 3.6** To the extent possible, the nursing facilities will dedicate all or a portion of the awarded beds to meet the identified special care needs in the respective community (see Section 4.4).
- 3.7** The nursing facilities shall meet all statutorily mandated occupancy rates within a reasonable timeframe, but no later than the end of the next state fiscal year after the additional beds are licensed.
- 3.8** The nursing facilities shall make a good faith effort to fully utilize the additional beds on a continuous basis in an effort to meet the identified need for additional long-term care services in South Dakota. Such good faith efforts shall continue until such time as the facility either voluntarily or involuntarily relinquishes its authority for those additional beds.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.

- 4.4** Responding providers shall include in the proposal any and all specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements.
- 4.5** Responding providers shall describe in the proposal their resources available to perform the work.
- 4.6** Responding providers shall describe in the proposal their commitment to dedicate all, or a portion, of any awarded beds to meet the specifically identified special care needs in their respective community. The specifically-identified special care needs include bariatric services, behavioral health services, long term care services for residents who may be a risk to themselves and others (including residents who are registered sex offenders), tracheostomy care services, and extended long-term stay services (as opposed to short-term rehabilitation services). Therefore, responding providers shall specifically indicate in their proposals the extent to which they intend to dedicate all, or a portion, of any awarded beds to meet the long term care needs of the following special needs populations: 1) bariatric residents, 2) residents requiring behavioral health services, 3) residents who may be a risk to themselves and others (including residents who are registered sex offenders), 4) residents with tracheostomy care needs, and 5) residents anticipated to require an extended stay in a nursing facility (as opposed to short-term rehabilitation).
- 4.7** As there is also an identified need to further develop home and community-based services in all areas of the state, responding providers shall describe in the proposal their commitment to consider providing additional home and community-based services in order to create more long term care options for elderly South Dakotans.
- 4.8** Responding providers shall demonstrate in the proposal their familiarity with the long-term care issues pertinent to South Dakota communities, and their ability to effectively utilize additional nursing facility beds to adequately address the identified long term care needs in the respective community.
- 4.9** Responding providers shall indicate the exact number of additional nursing facility beds they are requesting, and the applicable community.
- 4.10** Responding providers shall provide in their proposal an estimated timeline for bringing any newly awarded beds online within the maximum two (2) year allotted timeframe.
- 4.11** Upon request by the State, responding providers shall provide a copy of the facilities audited financial statements. If requested by the State, the audited financial statements shall be provided in the form of an independent auditor's report from the most recent fiscal period available. The audited financial statements shall demonstrate the provider's overall financial health and long-term financial stability.
- 4.12** Although not required, responding providers may provide documentation of local community support for the proposal, including letters of support from area health care providers, local government, and nonprofit organizations/associations.
- 4.13** Responding providers shall verify in the proposal that their facility has not been selected as a special focus facility by the Centers for Medicare and Medicaid Services.
- 4.14** Responding providers shall verify in the proposal that their facility is either currently operating on a full, unrestricted state license or a provisional license related solely to construction or structural improvements currently in progress.
- 4.15** Responding providers shall provide a quality assurance plan as an attachment to their proposal. The plan shall identify the following:
1. The members of the quality assurance committee by position;
 2. How often the committee meets;
 3. The guiding principles of the committee;

4. Committee member assignments;
 5. The process of how the committee identifies concerns, implements corrective action, and monitors progress; and
 6. The methods that employees can use to submit quality improvement ideas to the committee.
- 4.16** The responding providers shall include in the proposal a detailed workforce plan that outlines how the nursing facility will meet its workforce needs.
- 4.17** The responding providers shall indicate in the proposal that it has a facility-based certified nurse aid training program, or an acceptable alternative.
- 4.18** The responding providers shall include in the proposal a plan and timeline for coming into compliance with the statutory minimum Medicaid occupancy rates as mandated in SDCL § 34-12-35.9.
- 4.19** The responding providers shall include in the proposal any additional information that it deems relevant to demonstrating the facility's ability to successfully and effectively complete the Scope of Work.
- 4.20** Responding providers shall include in the proposal information that establishes the provider's ability and proven history in handling special project constraints.

Responding providers 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 Department of Health. Responding providers and their agents may not contact any state employee other than the identified Department contact person regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Responding providers and their agents who have questions regarding this matter should direct them to the identified Department contact person.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1** An original and (3) copies shall be submitted or 5 paper copies of the proposal shall be submitted to the Department.
- 5.1.1 In addition, the offeror should provide an electronically formatted copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.) via email by the due date. The offeror also must provide copies of their entire proposal, including attachments within 5 business days of the proposal due date.
- 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, tabbed with labels and presented in this exact order with the following headings:
- 5.2.1 **RFP Form.** The State's Request for Proposal form (1st page of RFP) completed and signed.
- 5.2.2 **Executive Summary.** The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.
- See section 7.0 for more information related to the cost proposal.
- 5.2.5 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.
- 5.2.6 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.

6.0 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 Anticipated effectiveness of the proposal to adequately address the identified need for additional nursing facility services while taking into consideration but not limited to the following: proposal viability under existing statutory and regulatory restrictions, proposed timeframe for making awarded beds operational, extent to which the proposal dedicates awarded beds to meet the specifically-identified special care needs in the respective community, local community support, and the extent to which the proposal demonstrates the provider's commitment to considering further development of home and community based services within the State;
 - 6.1.2 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.3 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.4 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.5 Availability to the project locale;
 - 6.1.6 Familiarity with the project locale;
 - 6.1.7 Proposed project management techniques; and
 - 6.1.8 Ability and proven history in handling special project constraints.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

- 6.5.3 If the agency negotiates a contract with any qualified vendor and the contract is terminated for any cause it may return to this bid and negotiate a contract with a qualified bidder.