

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
700 E. BROADWAY AVE.
PIERRE, SOUTH DAKOTA 57501

Interpretive Services for the Deaf

PROPOSALS ARE DUE NO LATER THAN 5:00PM (CDT) ON MARCH 9, 2018

RFP #: 1275

BUYER: June Hansen

EMAIL:
june.hansen@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: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The State of South Dakota, acting by and through its Department of Transportation (referred to in this RFP as the "SDDOT") is soliciting proposals from entities (referred to in this RFP as "offeror") to contract for interpretive services for the deaf or hard-of-hearing.

The SDDOT has on-going needs for interpretive services for SDDOT staff as well as the public. Interpreters are needed at training courses, SDDOT meetings, public meetings, and individual meetings with the public and staff.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The SDDOT is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota. The reference number for the transaction is RFP #1275. This number must be referred to on all proposals, correspondence, and documentation relating to this RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

| | |
|---|-------------------|
| RFP Publication | February 1, 2018 |
| Deadline for Submission of Written Inquiries | February 16, 2018 |
| Responses to Offeror Questions | February 21, 2018 |
| Proposal Submission | March 9, 2018 |
| Oral Presentations/discussions (if required) | March 2018 |
| Anticipated Award Decision/Contract Negotiation | April 6, 2018 |

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Transportation 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 one electronic copy (either in MS Word or Adobe PDF) of the proposal must be submitted.

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 #1275
PROPOSAL DUE MARCH 9, 2018
BUYER: JUNE HANSEN**

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF LEGAL COUNSEL – CIVIL RIGHTS PROGRAM
700 EAST BROADWAY AVENUE
PIERRE, SOUTH DAKOTA 57501-2586**

All capital letters and no punctuation are used in the address. The Department of Transportation address as displayed should be the only information in the address field.

No proposal will be accepted from or no contract will 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 a 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 offeror will attach an explanation to its proposal.

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 its proposal, the offeror certifies they do not discriminate in its 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 RESPONDER 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 June Hansen at june.hansen@state.sd.us with the subject line "RFP #1275". Inquires may also be faxed to 605-773-4442. If inquiries are submitted by mail the envelope should be addressed to: South Dakota Department of Transportation, Office of Legal Counsel – Civil Rights Program, 700 E. Broadway Ave. Pierre, SD 57501. Be sure to reference the RFP number in your letter.

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

1.9 PROPRIETARY INFORMATION

The proposal of the successful offeror 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 SDDOT. All materials submitted become the property of the State of South Dakota and may be returned only at the SDDOT’S option.

1.10 LENGTH OF CONTRACT

The term of the awarded contract will be for twelve (12) months with the option to extend the initial term for four (4) additional consecutive years.

1.11 GOVERNING LAW

This RFP and any legal action regarding or arising out of the transaction contemplated by the RFP will be governed and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this RFP or arising out of the transaction contemplated by this RFP will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

The SDDOT, in its sole discretion, may require an oral presentation by an offeror to clarify a proposal. However, the SDDOT may award a contract based on the initial proposals received without discussion with the offeror. If the SDDOT requires oral presentations, this presentation may be scheduled after the submission of proposals. Oral presentations will be made entirely at the offeror’s expense.

The SDDOT may conduct separate interviews with each of the short listed firms as part of the proposal evaluation. This is to allow the offeror the opportunity to express the details of the proposal first hand and give the Pilot Project Task Force the opportunity to ask specific questions not addressed in the proposal. The interviews will be conducted via teleconference or through web-based service such as “Go to Meeting” or “Skype Meeting”. Any interviews would be scheduled in March 2018.

This process is a Request for Proposal/Competitive Negotiation process. The SDDOT will evaluate each proposal and each offeror will be available for negotiation meetings at the SDDOT’S request. The SDDOT reserves the right to negotiate on any and 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 SDDOT’S standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

2.1 The Contractor will perform those services described in the Scope of Work.

2.2 The Contractor’s services under this Agreement will commence on _____ and end on _____, unless sooner terminated pursuant to the terms of this Agreement.

- 2.3** The Contractor will not use State equipment, supplies, or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number, or Social Security Number upon execution of this Agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The total contract amount is an amount not to exceed \$_____. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with South Dakota Codified Law ch. 5-26.
- 2.5** The Contractor will indemnify the State, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. 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, will obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor will 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 will apply separately to this Agreement or be no less than \$2,000,000.00.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

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

D. Workers' Compensation Insurance:

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

Before beginning work under this Agreement, the Contractor will furnish the State with properly executed Certificates of Insurance which will 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 will provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. The Contractor will furnish copies of insurance policies if requested by the State.

- 2.7** While performing services under this Agreement, the Contractor is an independent contractor and not an officer, agent, or employee of the State.

No employee of the Contractor engaged in the performance of services required under this Agreement will be considered an employee of the State. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the Contractor will be the State's obligation or responsibility

- 2.8** The Contractor will 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 the Contractor or the State to liability. The Contractor will report any such event to the State immediately upon discovery.

The Contractor's obligation under this section is only to report the occurrence of any event to the State and to make any other report provided for by the Contractor's duties or applicable law. The Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the State under this section will not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

- 2.9** Either party may terminate this Agreement by giving thirty (30) days' written notice to the other. If the Contractor breaches any of the terms or conditions of this Agreement, 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 the Contractor at the time of termination may be adjusted to cover any additional costs to the State because of the 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 the Contractor it is determined the Contractor was not at fault, the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may 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 will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
- 2.12** This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will 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 in this Agreement 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** 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. The Contractor further agrees that it will immediately notify the State if, during the term of this Agreement, the Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

- 2.16 Any notice or other communication required under this Agreement will be in writing and sent to the address set forth above. Notices will be given by and to _____ on behalf of the State, and by and to _____, 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 will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.17 If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- 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 in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

3.0 SCOPE OF WORK

- 3.1 The offeror will provide interpretive services for deaf or hard-of-hearing individuals at SDDOT meetings or training courses at various dates and times and in various locations across the state of South Dakota.
- 3.2 Interpreters should be fluent in American Sign Language (ASL) and have National Interpreter Certification (NIC).
- 3.3 Interpreters must also be certified and registered with the South Dakota Department of Human Services pursuant to South Dakota Codified Law Ch. 1-36A-10.3.
- 3.4 Requests for interpretive services will be on an as needed basis with notification typically two or more weeks in advance but could be as short as two business days.
- 3.5 **Tasks:**
 - 1) Schedule interpreters as requested.
 - 2) Travel to various locations (as needed)
 - 3) Provide interpretive services.
 - 4) Submit invoices for services
 - 5) Maintain records of services for three years

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:** The offeror(s) and their agent(s) (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP or the evaluation to the buyer of record indicated on the first page of this RFP. The offeror(s) and their agent(s) 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 exclusion from specific procurements. The offeror(s) and their agent(s) 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 SDDOT'S request.

- 4.4** The offeror must provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. The offeror must provide this information for any service/contract that has been terminated, expired, or not renewed in the past three years.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements of said service.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1** The offeror must submit an original and one electronic (MS WORD or Adobe PDF) to the SDDOT.
- 5.1.1 In addition, the offeror will provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. The offeror may send the electronically formatted copy of the offeror's proposal via email.
 - 5.1.2 The offeror's proposal will be page numbered and will include an index or a table of contents referencing the appropriate page number.
- 5.2** The offeror will organize and tab with labels for the following headings:
- 5.2.1 **RFP Form (First page of this document).** The SDDOT'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. The executive summary 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 must be identified in this section. The proposal is intended to allow the offeror the opportunity to demonstrate their understanding of the project and ability to perform the required work. The format of the proposal is kept somewhat open to the discretion of the proposer to allow creativity of approach. However, simplicity and ease of understanding is important.
 - 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 Organizational chart identifying proposed design team members and their roles in conference planning and administration
 - 5.2.3.5 Description of firm's previous experience with similar projects and references

- 5.2.3.6 Specific team member experience with similar projects and references
 - 5.2.3.7 Identify any potential subcontractors and tasks assigned to those subcontractors
 - 5.2.3.8 Matrix-type table illustrating each key team member: name; years of related professional experience; involvement with specific related training; and any other pertinent course development experience.
- 5.2.4 **Cost Proposal.** The State of South Dakota will evaluate each cost proposal independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

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

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluators will 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 (not to exceed 10% of the total evaluation);
 - 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;
 - 6.1.8** Rates and estimated costs of services.
- 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. In evaluating proposals, SDDOT will give the most weight to the criteria set out in Sections 6.1.1.; 6.1.2; 6.1.3; and 6.1.8. Familiarity with the project locale will be given some weight, although SDDOT would be willing to give some consideration to the provision of services remotely. Very little weight will be given to Sections 6.1.5, 6.1.6, and 6.1.7.
- 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 SDDOT and the highest ranked offeror must mutually discuss and refine the scope of services for the project and may negotiate terms, including compensation and performance schedule.

6.5.1 If the SDDOT 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 SDDOT, the SDDOT will, either orally or in writing, terminate negotiations with the offeror. The SDDOT may then negotiate with the next highest ranked offeror.

6.5.2 The SDDOT may continue the negotiation process through successive offerors, according to SDDOT'S ranking, until an agreement is reached or the SDDOT terminates the contracting process.

7.0 COST PROPOSAL

Matrix-type table denoting the consultant fee estimates for staff salaries and number of hours and any related office expenses, travel expenses and other related fees and expenses related to consultant services. Please have a separate budget matrix for any subcontractors. An example of the matrix:

| Item | | | | Total |
|-------------------------|--------|-----------------------|-----------------------|---------------|
| Salaries | Rate | Total Estimated Hours | Total Estimated Costs | |
| Name – Title or ID# | \$0.00 | 0 | \$0.00 | |
| Name – Title or ID# | \$0.00 | 0 | \$0.00 | |
| Name – Title or ID# | \$0.00 | 0 | \$0.00 | |
| Salary Subtotal: | | | | \$0.00 |
| Fringe Benefits | | | | \$0.00 |
| Overhead/Indirect Costs | | | | \$0.00 |
| In-State Travel | | | | \$0.00 |
| Out-of-State Travel | | | | \$0.00 |
| Printing Expenses | | | | \$0.00 |
| Computer/Web Expenses | | | | \$0.00 |
| Subcontractor Expenses | | | | \$0.00 |
| Miscellaneous Expenses | | | | \$0.00 |
| TOTAL | | | | \$0.00 |

Please also note examples of miscellaneous expenses.

Please note any additional services that firm would be able to provide upon request and potential fees associated.