

STATE OF SOUTH DAKOTA
South Dakota One Call Notification Board
P.O. Box 187
Rapid City, South Dakota 57709

Request for Proposal for One Call Center
PROPOSALS ARE DUE NO LATER THAN SEPTEMBER 11, 2023

RFP #: 23RFP9017

State POC: South
Dakota One Call
Notification Board

EMAIL:
exedir@sdonecall.com

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE : _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota One Call Board is seeking a One Call Center to accept and process location requests pursuant to South Dakota State law.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota One Call Board 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 #23RFP9017. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

All interested offerors must submit a **Letter of Intent** to respond to this RFP.

The letter of intent should be received in the South Dakota One Call Notification Board by no later than August 14, 2023. If submitted by mail the envelope should be addressed to:

South Dakota One Call Notification Board
Attn: Cody M. Gregg, Executive Director
P.O. Box 187
Rapid City, SD 57709

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to Codi Gregg via email at exedir@sdonecall.com. Please place the following in the subject line of your email: **“Letter of Intent for RFP For One Call Center”**.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	August 1, 2023
Letter of Intent to Respond Due	August 14, 2023
Responses to Offeror Questions	August 21, 2023
Proposal Submission	September 11, 2023
Oral Presentations/discussions (if required)	Before September 29, 2023
Proposal Revisions (if required)	October 6, 2023
Anticipated Award Decision/Contract Negotiation	October 16, 2023

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the South Dakota One Call Notification Board 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 identical copies of the proposal shall 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 should be marked with the appropriate RFP Number and Title. **Proposals should be addressed and labeled as follows:**

REQUEST FOR PROPOSAL #23RFP9017
PROPOSAL DUE SEPTEMBER 11, 2023
STATE POC SOUTH DAKOTA ONE CALL NOTIFICATION BOARD
ATTN: CODY M. GREGG, EXECUTIVE DIRECTOR
P.O. BOX 187
RAPID CITY, SD 57709

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 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 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 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.

1.11 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 Cody M. Gregg, Executive Director, at exedir@sdonecall.com with the subject line "RFP #23RFP9017".

The South Dakota One Call Notification Board 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.

1.12 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.

1.13 LENGTH OF CONTRACT

January 1, 2024 until December 31, 2028

1.14 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.

1.15 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:

- 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 January 1, 2024 and end on December 31, 2028, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the 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 SDCL ch. 5-26.
- 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.

C. Business Automobile Liability Insurance:

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

D. Worker's Compensation Insurance:

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

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

2.7 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.

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 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.

- 2.10** 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 Cody M. Gregg 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

I. DEFINITIONS

- A. "Board" means the One-Call Notification Board or South Dakota 811.
- B. "Contractor" means the person, corporation, or entity with whom the Contract to operate the Center is made with the Board, including its employees, assignees or subcontractors.
- C. "Contract" means the South Dakota 811 Contact Center Contract entered into between the Board and the Contractor, and all other items incorporated therein.
- D. "Center" means the Center which provides the one call service for South Dakota.
- E. "Center Manager" means the manager of the Center.
- F. "Facility Operator" means any individual, partnership, limited liability company, association, municipality, state, county, political subdivision, utility, joint venture or corporation, and includes the employer of an individual who operates an

underground facility.

- G. "Work" means all of the supervision, labor, materials, equipment, transportation, facilities and services as may be necessary to install, maintain and operate the Center in accordance with the Contract Documents.
- H. "Specifications" mean the Center Specifications, which establish the requirements for the Center, including materials, equipment, systems, standards and workmanship for the work and performance of related services.
- I. "System" means the software and hardware to operate the Center, specific to the needs of the Board and does not consider or include capacity or requirements the Center may have for other customers.
- J. "Positive Response" means an electronic response made by operators to provide status updates on requested locates by excavators.
- K. "Virtual White Lining" means the ability for the software to accept marking the perimeter of the excavation area virtually on electronic devices when receiving a routine locate request.

II. **SYSTEM SPECIFICATIONS**

A. General

1. Must have a One Call industry proven track record with a minimum of 5 years' experience in the One Call industry through the operation of a One Call Contact Center and must be able to provide 5 years of successful results, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration, and the ability and proven history in handling special project constraints.
2. Call scripts, training of personnel, system programming, mapping and data transfers, ticket history and search capability, ticket type headers, receivers, ability to dispatch Emergency and other ticket types within the times specified in South Dakota law shall be tested and ensured by time and date of transfer. Contractor shall provide links for access to electronic ticketing to the Board no later than one week in advance of transfer. Contact information for members shall be completed and capable of being fully operational with no break in service, including 800 number transfers, email and electronic ticketing capability at the time of transfer. In addition, Contractor shall make mass mailing and emailing of the change, including Center contact numbers and email addresses for technical support, billing, options in submitting mapping data, both manually and electronically to all members and professional

contractors fourteen days prior to the transfer of services. Transfer of service will take place at exactly 12:00 am (00:00:00), midnight, Central Time, on January 1, 2019.

3. Ticket Volume: The System must be capable of receiving a minimum of 30,000 locate requests per month and transmitting a minimum of 150,000 notices per month.
4. Facility Operators: The System should be capable of supporting at least 650 Facility Operators with at least 800 CDC codes for Facility Operators to identify their underground facility locations.
5. Excavators: The System must be capable of receiving notification from approximately 25,000 different excavators each year.
6. Growth: The System is expected to continue to grow at an annual rate of three to ten percent. Therefore, it is imperative that the System allows for easy and rapid growth.

B. System Memory

1. The System shall have the capability to store address information for a minimum of 650 Facility Operators. This information includes Facility Operator name, address, phone number, emergency phone number, principal contact and a minimum of one hundred forty-character remarks field.
2. The System shall have the capability to receive Facility Operator underground facility database information in the following formats:
 - a. Database Information provided in one-fifth and one-tenth minute grids.
 - b. Database Information provided in TRSQ (Township, Range, Section, Quarter).
 - c. Database information provided in line buffering format with minimum buffer zone and buffer zone increments established by the Board.
 - d. Database Information provided in polygon drawn design.
 - e. Other standardized formats as technology changes.
3. The System shall have the ability to import and store graphic and attribute data from standard mapping and GIS software packages, provided by the Board, capable of assisting excavators and Facility

Operators with advanced located query analysis. Mapping data will at a minimum include municipal and/or rural address information, subdivision boundaries, federal and state highway mile marker information.

4. The System shall have the capability to store information for a minimum of 25,000 different excavators. The information to be stored includes point of contact, excavator name, address, phone number, ID number, type of business, and a minimum of a 140 character field.
5. The System shall have the capability to store information for a minimum of 2,400 receivers. This information is used to direct location requests to the Facility Operators.
6. The System shall have the capability to store on line all locate requests that are within the time frame allowed for the update and/or modification of the original notice. All inactive locate request information shall be stored for a period of seven years.
7. The System shall have the capability to periodically archive location request information to permanent storage.
8. The System shall have the capability to allow a user search of archived data for the previous seven years. The archived data shall consist of a copy of the ticket transmission for all locate requests during this period and visual representation of the identified excavation site for all currently valid locate requests.
9. The System shall have the capability to conduct special requested searches of archived data of tickets issued during the preceding seven years. The Center shall provide a response within 10 working days to a request for retrieval of archived information for up to 25 tickets identified by a serial number. The response interval for a request for archived information of greater than 25 tickets or for a retrieval request requiring a search for a ticket(s) based on data other than an identified serial number shall be negotiated with the requester to establish a mutually agreeable retrieval period.
10. The system shall have the capability to receive positive response information when processing routine locate requests.
11. The System shall have the capability to receive virtual white lining information when receiving routine locate requests.
12. The Center shall have the capability to receive location requests utilizing the following methods.

- a. Incoming toll-free telephone line
 - b. Electronic entry that maintains comparable ticket quality to a Customer Service Representative assisted entry.
11. The Center must provide a record retention program to the Board, which meets the Board's approval, capable of retaining Center records (including but not limited to all locate requests, a list of all excavators, a list of all Facility Operators, and all billing records) for a period of seven years. At the end of the seven-year period or at the end of the contract, whichever comes first, these records shall be provided to the Board or its designee at no additional cost.

C. Notice of Specifications

1. South Dakota Statute, Administrative Rules and Board policies shall establish the minimum information that must be contained on the notification transmitted to Facility Operators.
2. The System must assign a unique, sequential number, by year for each notice generated.
3. The ticket format shall identify in the type field the classification of notices that may be required by South Dakota Statute and Administrative Rules, or established by policies approved by the Board.
4. The normal format of the notice shall be such that the information will fit on a standard 8 ½ x 11-inch sheet of printer paper. The Board and/or its representative shall approve any change to the ticket format.

D. System Specifications

1. The System shall have the capability to transmit a narrative message to all or selected receivers. The System should be capable of transmitting messages by all of the following methods:
 - a. Voice
 - b. Facsimile
 - c. Computer or Printer
 - d. Electronic Mail
2. The System must notify the customer service representative in the Center if a receiver or receivers are experiencing trouble and not successfully receiving transmissions. The customer service representative shall notify the affected Facility Operator of the transmission problem via voice communication. Additionally, at the end of each working day, the System shall automatically generate and send a receiver summary to each output receiver. This summary shall

contain the following:

- a. A listing of each notice by System and receiver identification number sent to that receiver for the day.
 - b. The total number of notices, by type and ticket number entered into the System for the receiver for the day.
 - c. If no notices are received by a Facility Operator, if requested, they may receive a positive report for the day.
3. The System shall allow the customer service representative the following input capabilities:
- a. On-line capability to update the excavator database with new excavator information.
 - b. Provide the customer service representative the capability to retain the excavator information from one location request screen to the next location request screen.
 - c. The System must allow the customer service representative the capability of retrieving any notice, previously entered into the System, which is within the time frame allowed for the update and/or modification of the original notice.
4. Notices shall be processed for transmission immediately on entry into the System. The transmission shall be in accordance with the following rules:
- a. Emergency and Damage notices sent to an electronic receiver (fax, email, printer, computer, or other electronic device) shall be transmitted immediately and, when requested by the Facility Operator, personal contact via telephone shall be completed to notify the Facility Operator that the emergency notice has been transmitted. Telephone confirmation of emergency notices as defined in SDCL 49-7A-1 and Damage notices shall be completed within 30 minutes or less from the completion of the locate request.

The telephone contact shall be included in the price of the incoming notification.
 - b. Notices sent to an electronic receiver (fax, email, printer, computer or other electronic device) shall be queued for transmission on first come first served basis.
 - c. Transmission sent to an electronic receiver (fax, email,

printer, computer or electronic device) shall occur within 30 minutes or less. If a queue entry fails more than 3 times in a 30 minute period, the contractor will contact the affected receivers.

- d. Voice transmission to a Facility Operator provided telephone number shall be initiated within 60 minutes or less from the completion of the locate request. The voice transmission may be completed either via telephone call or through the utilization of an automated voice response system.
 - i. If transmission is made via telephone call, when the initial attempt to provide the information is unsuccessful due to lack of response from the Facility Operator, two additional attempts shall be made within 24 hours from completion of the locate requests.
 - ii. If transmission is completed through an automated voice response system a record must be maintained to indicate attempts to contact Facility Operator and whether Facility Operator acknowledges receipt of the contact.
 - e. The notices shall be transmitted to those Facility Operators identified in the "Notified Utilities" data field.
 - f. All notices shall be retained in an on-line or archived status in accordance with state law.
5. The System shall alert the customer service representatives as to which notices need to be called to Facility Operators. The System shall keep a daily log of those notices awaiting voice notification.
6. The System shall allow Facility Operators to update their databases through the addition of new data, deletion of existing data, and/or modification of existing data using a web-based system. These updates should be completed within three working days after the confirmed updates are received at the Center. All other updates, such as subsequent changes to receiving sites made in conjunction with database updates, should be completed within five working days after the confirmed updates are received at the Center. Confirmation of completion of the update activity is to be returned to the specific Facility Operator within 24 hours after completion of the update. The Board shall approve the format for Facility Operators to transmit the information to the Center.

7. The System shall be capable of maintaining an alphabetical listing of Facility Operators and excavator names and addresses which can be distinguished by monthly and annual locate request or ticket volumes. This listing shall be available for Board reference and capable of being used for and the production of address labels for mailing and emailing purposes.
8. The System shall have the following minimum monitoring capabilities:
 - a. Query the total number of notices queued for transmission for a specific receiver.
 - b. Query the total number of notices transmitted thus far for the day for a specific receiver.
 - c. Query receivers and circuits for their status.
 - d. Test for successful transmission to a specific receiver.
 - e. Print all data displayed to a terminal.

E. Reports

1. The System shall have the capability to provide a variety of statistical and administrative reports. When requested by the Board, the Contractor shall provide a list of all reports included in the System, a statement as to the purpose of each, a brief description of each, and a sample of each.
2. The minimum requirements for the above reports shall include:
 - a. An end of the day report providing a daily activity summary for the Center and for each receiver, including a list of ticket numbers distributed throughout the day.
 - b. Monthly summaries for both the Center and each receiver.
 - c. The capability to generate ad hoc reports such as by number of locates by address and/or by location etc.
 - d. A report of the previous day Ticket Totals, Average Hold Time, Speed of Answer, Percentage of Electronic Ticketing, and other information as required will be emailed to the executive director of South Dakota 811 and its employees each morning by 8 AM MT Time.
3. Statistical reports of call activity shall be maintained and made available

to the Board on request to include but not limited to:

- a. Reports that identify Center performance levels as required in Section II. G Performance Requirements.
- b. Call volume and breakdown by method of excavator input, i.e. telephone and each type of electronic process.
- c. A hard copy audit trail for all notices transmitted.
- d. System downtime report

F. System Reliability

1. Due to the critical nature of the service provided by the Center, it is mandatory that the hardware/software systems be highly reliable. A documented disaster recovery plan shall be submitted to the Board prior to the commencement of the contract which outlines a predetermined course of preventive action(s) that, in a case of a system failure, will both minimize the down time and loss of data. The means available to achieve reliability include, but are not limited to: hardware design, redundancy of key components (disk drives, central processing units, etc.), distributed processing, maintenance concept, and system operating procedures.
2. The Center shall have an arrangement with another answering facility that provides the following:
 - a. Communications-Telephone calls and electronic requests shall be automatically routed to the secondary center to maintain service levels during peak volume periods or in the case of a system failure at the primary Center location.
 - b. Software and Hardware - The alternate center shall have compatible hardware with the primary center.
 - c. Database - The alternate center has a current South Dakota database identical to the primary center and has the ability to update database information should a failure occur at the primary center.
 - d. Staffing - A portion of the alternate centers staff is cross-trained and is familiar with answering South Dakota locate requests. A minimum of 10 percent of South Dakota calls should be answered at the secondary center on a monthly basis.
3. To help ensure System reliability, the System must, as a

minimum, incorporate the following:

- a. Maintain a minimum of 98 percent system up time per month
- b. The loss of individual components of the System such as printers, receivers, input terminals and system error edit programs must not affect the system operations.
- c. The capability to back up and restore data, daily as a minimum, must be provided.
- d. The System shall provide for easy recovery procedures and continued processing from System down time without data loss.
- e. The System shall provide safeguards to avoid lost audit trail or report information.

G. Performance Requirements

The Contractor shall maintain Center operations in a time responsive manner for receiving excavation requests and distributing locate notices. The Contractor shall specify provisions for monitoring such responsiveness based on the number of incoming and outgoing communication lines, and the following measures of effectiveness.

1. Contractor will acquire and maintain a sufficient number of incoming telephone lines, at its expense, to ensure that 99 percent of calls do not encounter a busy signal. Upon request, a monthly percent busy report shall be provided to the Board.
2. Contractor will provide a report on all System down time for direct electronic entry on locate requests and on all System down time for database updates or modification from web entry.
3. Contractor may have calls answered by an automated answering system that will have a prerecorded message and provide for sequential response by a Facility Operator. The prerecorded message for automated answering shall be approved by the Board and subject to change at the sole discretion of the Board. The average answer time for callers (time from recorded message until attendant answers) shall not exceed an average of 45 seconds per call for any month. At the discretion of the Board, a 15 percent reduction of payments will be made for any month the average full day speed of service requirement exceeds 45 seconds per call.
4. Contractor will also measure the percent of calls on hold greater than 60 seconds. This measure will include calls answered after a hold time greater than 60 seconds and calls abandoned by the caller after a hold

time greater than 60 seconds. The total of these callers shall not exceed 20 percent of the total calls during any month.

5. Contractor will measure the percent of accepted locate requests received using Electronic Ticketing with a process interval (time from receipt until entry into the System) greater than two hours. The total of these requests shall not exceed five percent of the total Electronic Ticket requests received.
6. Contractor will provide a written evaluation of the cause of and corrective action taken for any performance levels that exceed contractual levels by more than 50 percent during any single month or exceed the contract levels for two consecutive months. This evaluation shall be received by the Board representative no later than the 10th of the following month. At the request of the Board, the Contractor will conduct a study to measure the input of data base changes to insure that ninety five percent of changes are entered within the criteria established in Section II; D. System Specifications; Item
7. Contractor will measure on a monthly basis the transmission time for various types of tickets. The queue time shall not exceed the intervals identified below:
 - a. Emergency and Damage ticket transmission time via electronic means (fax, email, printer, computer) should be less than five minutes.
 - b. Routine ticket transmission time via electronic means (fax, email, printer, or computer) should be less than thirty minutes.
8. The Contractor shall electronically record all telephone calls (incoming and outgoing) involving locate requests, and recordings of said calls shall be maintained for a period of seven full years.

III. CENTER OPERATIONS

- A. All changes required as a result of modifications to the South Dakota Statutes, Administrative Rules shall be completed as required by the Statutes or Administrative Rules at the cost of the Contractor. All changes required as a result of modifications to approved policies of the Board shall be made at the cost of the Board. Both parties shall mutually agree upon the timing and cost of changes associated with Board policy prior to implementation.
- B. Center services shall be provided twenty-four hours per day, seven days per week, including holidays. Ticket formats and telephone attendants answering notice requests shall identify the Center as the South Dakota 811 Contact

Center.

- C. The Center shall provide a means for excavators and homeowners to request locate requests electronically, including but not limited to an electronic application for submitting said requests.
- D. The Center shall have available for Board review, documented operations procedures, human resources policies, and the manual used for training Customer Service Representatives.
- E. On any type of locate request identified by the Board, the Center will advise the caller of specific conditions that apply. Specific language will be developed by the Contractor and approved by the Board or its representative.
- F. The "800" numbers assigned by the Board shall be accessible from within or outside the State of South Dakota. The current "800" numbers, 1-800-781-7474, 811, and any future "800" number assigned to South Dakota One Call shall remain the property of the Board.
- G. SD811 and South Dakota811, with extensions of .com, .net, and .org shall be renewed in the name of South Dakota One Call and shall remain the property of the Board.
- H. The URL of <https://sdgc.southdakota811.com/geocall/portal> shall remain the property of the Board.
- I. The website <http://onecall.sd.gov/website> and www.sdonecall.com shall be renewed in the name of South Dakota One Call and shall remain the property of the South Dakota One Call Board.
- J. The Contractor will maintain Service Lists and List Serv, and will make changes when necessary. Information will be sent to these lists as required.
- K. The Contractor shall establish a toll free, 1-800 telephone number in the name of South Dakota 811, the purpose of which will be to answer calls from excavators, operators, and homeowners about the complaint process. Calls will be promptly answered during normal business hours by a person dedicated to this process. Transfer of callers will be made to the South Dakota 811 Executive Director as necessary. Mail intended for the South Dakota One Call Board or the Executive Director shall be scanned and emailed to the Executive Director.
- L. The Center will prepare and deliver presentations at South Dakota 811 Damage Prevention Meetings with regard to electronic ticketing, the South Dakota 811 mobile App, and new technologies and policies as they are

developed and introduced. The Contractor will identify time and expenses separately when issuing the monthly invoice to South Dakota 811.

- M. The Center will participate in and sponsor South Dakota damage prevention council meetings, if requested. The contractor will be reimbursed for costs of these projects at a project amount acceptable to both parties and will identify time and expenses separately when issuing the monthly invoice to South Dakota 811.
- N. The Center shall make entries into the South Dakota 811 Blog, Facebook and Twitter accounts, monitor these accounts, and respond in a positive manner, when necessary. Said entries will be made no less than once per month.
- O. The Contractor may be requested to produce and provide safety videos, advertising material, South Dakota 811 magazine, and power point presentations or graphics for banners and displays. The Board will reimburse the cost of the promotional or educational material and any direct mailing costs to the Contractor at a project amount acceptable to both parties.
- P. The Center shall electronically record all telephone calls (incoming and outgoing) Involving locate requests. Each locate request will be unique and numbered sequentially for each year. Each locate request will have a number unique to that request, and no two requests will have the same ticket number in any calendar year.
- Q. The Customer Service Representative shall provide the caller with the unique ticket number and the Facility Operators who are notified by the ticket.
- R. The Center shall provide on-going technical support, including training and updates, for all software and web based products offered by the Contractor and approved by the Board. This training shall include but not be limited to electronic ticketing classes held at locations in South Dakota, database entry classes held via the web or in South Dakota and user group surveys to evaluate and assist in System improvements.
- S. Contractor may be requested to participate in special projects or system modifications that will serve to enhance the usability of the South Dakota One Call System. These items, the timeline to complete and the cost for the Contractor to carry the items out shall be proposed in writing to the One Call Executive Director who shall provide written approval prior to the work being initiated. The Contractor will be reimbursed for the cost of these projects at the hourly rate identified in Exhibit B or at a project amount acceptable to both parties.

- T. The contractor is to provide its own mapping and GIS information or choose to accept GIS data as submitted through First District of Local Governments to successfully provide mapping to excavators. If supplied mapping is insufficient, South Dakota 811 will provide GIS data through First District.
- U. The contractor will host the executive director email addresses of exedir@sdonecall.com and exedir@sd811.com and the deputy director email address deputydirector@sd811.com. as well as the email addresses of South Dakota 811 staff. Additional email addresses needed for complaints or other actions are to be maintained while remaining the property of South Dakota 811. Technical support for these services to provided when necessary.
- V. The contractor shall have a quality control and/or quality assurance programs and training and be able to demonstrate and provide examples of such when requested.

IV. CONFIDENTIALITY

- A. Ownership of all information, including, but not limited to, facility records, contact information, billing, locate, and damage statistics and data is owned by South Dakota 811 and shall only be released by authorization by the South Dakota 811 Board, the South Dakota 811 Executive Director, or staff.
- B. A description of the Center Cybersecurity procedures shall be provided to South Dakota 811 upon successful contract negotiations.
- C. All reasonable effort shall be made to protect the Center's network from Cyberthreats and Cyberattacks, including any and all data within the network. Any result in compromise or loss of that data is the sole responsibility of the Contractor.

V. ADVERTISING AND PUBLIC RELATIONS

- A. The Contractor shall assist in advertising and promoting the Center to excavators and Facility Operators. This shall specifically focus on improving the quality of ticket input, the establishment of ticket receipt through mechanized systems and the updating of Facility Operator Database information. This shall include the design and publication of brochures that promote the above mentioned items.
- B. The Contractor shall be available at any reasonable time to attend functions that promote the Notification Center.
- C. Costs associated with the above listed Advertising and Public Relations items

are the responsibility of the Contractor.

- D. The Contractor may be requested to purchase and distribute promotional or educational materials to excavators or Facility Operators. The Board will reimburse the cost of the promotional or educational material and any direct mailing costs to the Contractor.

VI. BILLING AND COLLECTION

- A. All billing activities, to Facility Operators, for the services provided by the Center shall be the sole responsibility of the Contractor.
- B. The billing shall be performed monthly and shall be based on the number of location requests transmitted to each individual Facility Operator's receiver times the fee established by the Board for each locate request. All billing shall be based on actual ticket numbers, not on attempted transmissions. The invoice shall be forwarded to the Facility Operator by the tenth of each month for the previous months locate requests and shall be due upon receipt. Any Facility Operator and the Contractor may agree to bill on a quarterly or threshold basis; any agreement shall be effected only by written agreement signed by both the Facility Operator and the Contractor.
- C. Facility Operators may be billed for supplemental services as identified on Exhibit B of the contract. Any other billing to Facility Operators for services related to the contract must have prior approval of the Board.
- D. The Contractor may take legal action that it deems to be reasonably necessary to collect delinquent accounts, including but not limited up to three (3) mailed notices of delinquency, referral of the claim to an attorney for an attorney's demand letter and/or the filing of a claim or lawsuit against the delinquent Facility Operator.
- E. After all collection actions have been exhausted, and the contractor will assist the Board in providing records to use in the collection process for unpaid invoices. Upon request, the Contractor will assist in the collection process by supplying personnel at any proceedings in the collection action.

VI. INSURANCE REQUIREMENTS

- A. The Contractor, and its subcontractors, shall obtain and provide proof of insurance to the South Dakota One Call Notification Board of the following amounts at a minimum:
 - 1. Commercial General Liability
 - a. \$1,000,000 (each occurrence)

- b. \$50,000 Damage to Rented Premises (each occurrence)
 - c. \$1,000,000 Personal and Adv Injury
 - d. \$5,000 Medical Expenses (any one Person)
 - e. \$2,000,000 General Aggregate
 - f. \$2,000,000 Products - Comp/OP AGG
 - 2. Automobile Liability (any auto/hired autos)
 - a. \$1,000,000 Combined Single Limit (each accident)
 - 3. Excess/Umbrella Liability
 - a. \$4,000,000 (each occurrence)
 - b. \$ 10,000 (retention)
 - 4. Professional Liability
 - a. \$5,000,000
 - 5. Worker's Compensation Insurance and Employers Liability Insurance as required by law.
- B. The State of South Dakota, the South Dakota One Call Board, its officers, employees, and members shall be listed as additionally insured.
- C. The State of South Dakota shall be held harmless.

VII. TERMINATION OF CONTRACT

- A. South Dakota 811 reserves the right to terminate the contract at any time with 30 days written notice.
- B. In the case of contract termination by South Dakota 811, all data will be transferred to another contractor at the named time and direction of South Dakota 811 at no additional charge to South Dakota 811, nor the new contractor.

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

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and one copies shall be submitted.
 - 5.1.1 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.) Offerors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources

necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **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.

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 Cost
- 6.1.2 Experience and Reliability
- 6.1.3 Expertise of Personnel
- 6.1.4 Method of Performance

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.

7.0 COST PROPOSAL