

Amendment to RFP #2267 – Autism Study

The Department of Human Services and Department of Labor and Regulation hereby amend RFP #2267 to modify section 6.1, Proposal Evaluation and Award Process, by adding four additional subsections so that section 6.1 will now read as follows:

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
 - 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4 Cost of services to be completed;
 - 6.1.5 Availability to 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.

All other sections and provisions of the RFP remain intact as posted.

Any and all questions should be posted to the point of contact, Amber Mulder, at amber.mulder@state.sd.us.

Dated: April 25, 2014

**STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182**

AUTISM STUDY

PROPOSALS ARE DUE NO LATER THAN 5:00 P.M. (CST) on MAY 15, 2014

RFP #: 2267

BUYER: Department of
Human Services and the
Department of Labor and
Regulation

EMAIL:
Amber.Mulder@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 Department of Human Services and Department of Labor and Regulation are seeking a vendor to conduct a study of services and insurance coverage for the treatment of autism spectrum disorder for children.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Human Services and Department of Labor and Regulation are the issuing offices for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Human Services and the Department of Labor and Regulation. The reference number for the transaction is RFP # 2267. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	April 15, 2014
Deadline for Submission of Written Inquiries	April 22, 2014
Responses to Offeror Questions	May 1, 2014
Proposal Submission	May 15, 2014
Anticipated Award Decision/ Contract Negotiation	June 13, 2014

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Labor and Regulation 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 copy of the proposal shall be submitted.

The cost proposal must be in a separate sealed envelope and labeled "Cost Proposal."

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

**REQUEST FOR PROPOSAL # 2267
PROPOSAL DUE by 5:00 p.m. CST on MAY 15, 2014
ATTENTION: AMBER MULDER
DEPARTMENT OF LABOR AND REGULATION
700 GOVERNORS DRIVE
PIERRE, SD 57501**

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

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

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

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

1.6 NON-DISCRIMINATION STATEMENT

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

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

1.8 OFFEROR INQUIRIES

Offerors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Amber.Mulder@state.sd.us with the subject line "RFP #2267. Inquiries may also be faxed to 605-773-6184. If inquiries are submitted by mail the envelope should be addressed to: Amber Mulder at the address indicated in Section 1.4 above. Be sure to reference the RFP number in your letter.

The Department of Human Services and Department of Labor and Regulation prefer to respond to offeror's inquiries (if required) via e-mail. If an offeror does not indicate an e-mail address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the offeror. All offerors will be informed of any inquiries and the State's response. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.9 PROPRIETARY INFORMATION

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

1.10 LENGTH OF CONTRACT

The contract will be effective for five (5) months beginning the date a contract is signed between the state and the successful vendor. The contract agreement shall be written for the period of June 15, 2014, to November 15, 2014.

1.11 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.

1.12 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 which will be attached to the contract as Exhibit A and by reference incorporated.
- 2.2** The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms of 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 State will make payment for services upon satisfactory completion of the services. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** 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 The Agreement may be terminated by either party by providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the 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 the Agreement. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor should be paid for eligible services rendered and expenses incurred up to the date of termination.

- 2.10** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.11** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.12** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.13** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.14** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.15** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.16** Any notice or other communication required under this Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, 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.
- 2.17** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.18** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
- 2.19** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended 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 fund reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State.

3.0 SCOPE OF WORK

- 3.1** During the 2014 legislative session, House Bill 1257 was introduced by the House Health and Human Services committee. During the legislative hearing, which can be found at http://legis.sd.gov/Legislative_Session/Bills/Bill.aspx?Session=2014&Bill=1257, it became clear there were many questions surrounding Autism Spectrum Disorder and more specifically mandating coverage and the payment of Applied Behavior Analysis (ABA) therapy. Senate Bill 108, an act to require a study of services and insurance coverage for the treatment of autism spectrum disorder for children, was the result of these discussions. Audio coverage of Senate Bill 108 can be found at: http://legis.sd.gov/Legislative_Session/Bills/Bill.aspx?Session=2014&Bill=108.
- 3.2** According to the 2012 census, there are an estimated 834,047 people in South Dakota. The number of individuals that are under the age of 18 is roughly 24.5%, or 204,342 people. Females make up 49.8% (101,726) of this population while males make up the other 50.2% (102,580). As of December 1, 2013, the autism category for special education in public schools in South Dakota is 884 (127 females and 757 males).
- 3.3** The Contractor will conduct a study of services and insurance coverage for the treatment of autism spectrum disorder for children under the age of 19. The study shall include input from families, autism advocacy groups, legislators, state policy leaders, and other stakeholders.
- 3.4** The Contractor will develop and conduct a study which shall examine:
 - 3.4.1.1.1 The accepted treatment protocols for autism spectrum disorder and clinical and other outcomes associated with such treatments;
 - 3.4.1.1.2 The availability of and certification requirements for autism spectrum service providers;
 - 3.4.1.1.3 The cost of requiring insurance plans to cover the screening, diagnosis, and treatment of autism spectrum disorder for children, including current autism care services and insurance coverage available in South Dakota;
 - 3.4.1.1.3.1 The estimate of the number of children with autism spectrum disorder in South Dakota with supporting documentation of cost calculation;
 - 3.4.1.1.3.2 The overall cost per insured for coverage of applied behavioral analysis (ABA), including the per member per month claims cost for individual, small group, and large group markets;
 - 3.4.1.1.3.3 The overall cost per insured for coverage of non-ABA autism spectrum treatments, including the per member per month claims cost for individual, small group, and large group markets;
 - 3.4.1.1.3.4 The cost effectiveness of autism spectrum treatments and insurance coverage in surrounding states, including any annual limit on coverage;
 - 3.4.1.1.3.5 The current costs incurred to the state related to autism, including treatment and associated educational costs;
 - 3.4.1.1.3.6 The long and short term cost of maintaining the status quo;
 - 3.4.1.1.4 The impacts and implications of the Patient Protection and Affordable Care Act and Mental Health Parity and Addiction Equality Act on mandatory coverage of applied behavioral analysis or annual dollar limits; and
 - 3.4.1.1.5 Other issues as identified by the Contractor.
- 3.5** The Contractor shall have demonstrated expertise in autism spectrum disorder and in evaluating the issues relating to the insurance coverage for the treatment of autism spectrum disorder for children.
- 3.6** Describe proposed methods of collecting public input from families, autism advocacy groups, legislators, state policy leaders, and other stakeholders (e.g. social media, surveys, public meetings). This can be

accomplished either by narrative or work plan development. The items in this portion of the proposal should have a corresponding item in the project's budget.

- 3.7 Describe proposed data evaluation methods.
- 3.8 Proposed contractors will disclose any type of affiliation to an organization with an interest in insurance coverage for the treatment of autism spectrum disorder and describe the steps that will be taken to ensure that affiliation will not impact the study.
- 3.9 The Contractor shall be familiar with the Actuarial Standards of Practice (ASOP's) and Guidelines for Professional Conduct.

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 (1) copy shall be submitted.
 - 5.1.1 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Offerors may not send the electronically formatted copy of their proposal via e-mail.
 - 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.

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

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

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;

6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

6.1.4 Cost of services to be completed;

6.1.5 Availability to 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.

7.0 COST PROPOSAL

- 7.1 Based on the information provided and your recommended strategy, please outline a budget proposal. The budget shall be broken down into major budget categories such as personnel services, travel, supplies, etc. Please also include costs for the following elements:
 - 7.1.1 Actuarial Services, including the hourly rate;
 - 7.1.2 Public Input; and
 - 7.1.3 Research.