

EXHIBIT A
SD RFP 1466

**SOUTH DAKOTA ONE CALL NOTIFICATION BOARD
REQUEST FOR PROPOSAL REQUIREMENTS
FOR THE OPERATION
OF THE
SOUTH DAKOTA ONE CALL CONTACT CENTER**

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.

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 currently has approximately 650 Facility Operators with over 800 CDC codes for Facility Operators to identify their underground facility locations.
5. Excavators: The System receives 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 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 **at a minimum, but not limited to other methods approved by the Board:**

- a. Voice
- b. Facsimile
- c. Computer or Printer
- d. Email

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 and deputy director of South Dakota 811 each morning by 8 am Mtn 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
 - e. Monthly reports at a minimum to include: Dispatched Tickets by Type and Percentages of Each, Speed of Answer (not to exceed 45 seconds in a full day), Incoming Locate Requests, Dispatched Locate Tickets, Ratio of Outgoing Tickets to Incoming Requests, Electronic Ticketing, and Secondary Links Dispatched. These reports shall include historical data by month.
 - f. Gas Line Damages Reported.

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 6.
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.
- 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 shall make changes to the website when requested and shall offer suggestions to make the website more effective and user friendly. Website changes shall be made only upon written approval of scope of work to include a cost quote of the Board or Executive Director of South Dakota One Call.
- K. The Contractor will dedicate a person responsible to accept South Dakota One Call complaint information in a format provided by the Board. Complaints and responses will be posted immediately, or no later than within one business day of receipt to the website, and will immediately be emailed to the South Dakota 811 Executive Director and Deputy Director. An alternate person will be available when the dedicated person is unavailable. An email address will be established for users to contact the dedicated person with an address of @sd811.com. An email address of OneCallComplaints@SD811.com will be established and shall remain the property of the Board.
- L. The Contractor will dedicate a person to assist in the complaint process by helping users complete forms and post, track, proof, edit, place correct dates for complaint response deadlines, will file and close complaints, in time to meet state law requirements.
- M. The Contractor shall post on the website all Board Agendas and Minutes, Enforcement Panel Agendas and Minutes, meeting schedules, informational changes to the website, and other items the Board requests in accordance with the South Dakota state public meeting notice requirements. This may require the Contractor to make postings to the website daily.
- N. The Contractor will track all billable time associated with One Call Complaints and will identify that time separately when issuing the monthly invoice to the Board.
- O. The Contractor will maintain Service Lists and List Serv, and will make changes when necessary. Information will be sent to these lists as required.
- P. 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. Calls for the Public Utilities Commission shall be transferred to 1-800-332-1782. Mail intended for the South Dakota One Call Board or the Executive Director shall be scanned and emailed to the Executive Director.
- Q. 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.

- R. 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.
- S. 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. Passwords for each of these accounts shall remain the property of the Board.
- T. 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.
- U. 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.
- V. The Customer Service Representative shall provide the caller with the unique ticket number and the Facility Operators who are notified by the ticket.
- W. 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.
- X. 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.
- Y. The contractor will accept GIS mapping and parcel data sets provided by First District Association of Local Governments.
- Z. 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. Technical support for these will be provided when necessary.

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 Deputy Director.
- 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 action that it deems to be reasonably necessary to collect delinquent accounts, including but not limited up to three (3) mailed notices of delinquency. After 120 days, delinquent accounts shall be referred to the Executive Director and Deputy Director of the Board in writing.
- 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.