

**SOUTH DAKOTA
Department of Education**

REQUEST FOR PROPOSALS

Longitudinal Data System

Solicitation #: 25446

Deadline for Submission of Proposals:

09-30-2011 5:00PM CT/CDT

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1.0 Proposal Terms and Conditions

A vendor that submits a proposal implicitly agrees to established terms and conditions. These terms and conditions can be found in Appendix B.

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 in Appendix C, along with any additional terms and conditions as negotiated by the parties.

3.0 Project Description

As the state education agency for K-12 education, The South Dakota Department of Education (SD DOE) supports approximately 125,000 public school students. These students attend 685 public schools in 152 districts.

The SD DOE is seeking to build a Longitudinal Data System (LDS)/Data Warehouse and reporting and analysis system. The initial implementation of the LDS will support ten (10) to fifteen (15) public school districts. The SD DOE seeks a solution which will support all 152 districts in the future and can easily be expanded to support data from higher education and labor.

The South Dakota – Student Teacher Accountability Reporting System (SD-STARS) is envisioned as SD DOE's solution for providing data-driven decision-making support for South Dakota's education stakeholders. The longitudinal data system must provide a solution that assembles, stores, and makes available quality and timely data to users at multiple levels. For SD-STARS to serve the purpose of improving achievement for South Dakota's students, the longitudinal characteristics must be brought together with the capacity to align data across domains including the ability to link students and teachers. In the future, the SD DOE envisions the need to integrate with other state agencies including higher education and labor.

SD-STARS will provide users the ability to access the data in the LDS as preset reports, dashboards and ad hoc reporting capabilities. The report output shall be available in formats that are easy to incorporate into other documents and also formats that are machine readable.

It is expected that the vendor will develop and provide training and training materials to both SD DOE staff and various levels of users around the state during the life of the project. Training of SD DOE staff and system users in the field will be crucial to the success of the project.

The SD DOE is seeking a proven Commercial off-the-shelf (COTS) solution. The solution should be implemented and successfully proven in other states with similar requirements.

The South Dakota Department of Education has worked meticulously to put foundational elements in place in order to support the LDS. South Dakota has:

- Implemented a voluntary state-wide Student Information System (SIMS) that is currently being used by 99% of the school districts
- Implemented a unique student identifier in elementary and secondary education
- Implemented a unique identifier to students

- Identified key data variables for inclusion in the Longitudinal Data System (LDS).

The State Department of Education is now well positioned and prepared to build upon our K-12 efforts as a catalyst into new educational sectors and create a K (Kindergarten) to 20 (Post-Graduate) LDS that will be used to manage, analyze, and disaggregate student and teacher data in a manner that effectually informs instructional and programmatic decision making to improve student educational achievement throughout the state. An LDS will afford the SD DOE and LEAs the opportunity to improve student academic achievement, close achievement gaps, and successfully identify at-risk students for early intervention purposes.

The SD DOE anticipates that the LDS will collect and store detail level student, teacher, course, enrollment, assessment, and program participation data. The system will allow the SD DOE to link teachers to students and specific course enrollments. This includes the ability to calculate Highly Qualified Teachers (HQT) at the course section level. In addition, the system will possess the ability to track a student from Kindergarten through postsecondary education—eventually including their entry into the workforce.

3.1 Background

Reliable and trusted decisions require accurate, timely and comprehensive education records which includes a robust set of data elements. SD DOE has traditionally struggled to meet the standards mentioned, and the existing data system falls well short of meeting existing and future data needs.

The current State data collections do not have the ability to link data from student-to-teacher, student-to-course, and student-to-program information. In addition, students who move from one school district to another are at a distinct disadvantage because teachers have to wait weeks to receive information regarding the student's educational progress.

The data for this type of longitudinal database exists at the district level in a variety of databases, spreadsheets, and other forms. However, this data is not always readily available to educators, policymakers and educational partners in useable form or in a timely manner. Local Education Agency (LEA) systems contain courses, grades, assigned teachers, program services offered, and a myriad of assessment and performance data. The challenge is to pull these educational records into a centralized statewide system that can be used to make informed policy decisions.

Despite the richness of local databases, the State often has to collect more data to respond to federal and state legislative mandates. These additional data collection requirements increase the burden on the LEAs.

3.2 Goals/Objectives

The goals and objectives of this project include the implementation of a comprehensive longitudinal data system to support state and local education decision making to improve student achievement.

The objectives include:

1. Implementation of a comprehensive COTS longitudinal data system including data editing and validation capabilities
2. Implementation of a robust reporting and analysis module (e.g., growth modeling, value added growth model, etc.)
3. Implementation of a module to support the SD DOE's EDEN/EDFacts reporting
4. Training for SD DOE and LEA users

3.3 Description of Components or Phases

In this Request for Proposal, the SD DOE seeks proposals for a Commercial-Off-The-Shelf (COTS) longitudinal data system. SD DOE seeks a proven system that has been implemented and successfully proven in other states with similar requirements. The resulting system will be known as the South Dakota Educational Data System (SD – STARS).

The term “requirement” is used in this RFP to mean a statement of functional capability, business rule, or environmental constraint that specifies what the system must do.

The goal of this RFP is to define the system requirements in a clear and concise manner, placing focus on the detail and granularity necessary to allow the successful bidder’s team to rapidly begin design and implementation. Additional information may be obtained at a bidder’s conference after this RFP is released. Requirements that do not have sufficient and fine grained detail will be redefined during the design phase of the project at no additional cost to SD DOE. SD DOE reserves the right to require the successful bidder to hold at least four requirements sessions with stakeholders identified by SD DOE to receive additional guidance regarding the implementation of these requirements.

The technical specifications and functional requirements in this RFP are organized in subsections that consist of the following 7 groupings, and are numbered to match the relevant subsection numbers as described in this section of the RFP:

- **Technical:** This group of requirements represents the activities and functionalities needed to support the proposed system
- **Security:** This group of requirements represents the activities and functionalities needed to enforce the required security and confidentiality requirements. Security is an infrastructure functionality that is a part of each of the functional groups.
- **Data Extraction, Transformation, and Loading:** This group of requirements represents the activities and functionalities needed to integrate currently available information with the SD – STARS. The purpose of this functional group is to minimize manual data entry for required information.
- **Data Warehouse/Data Aggregator:** This group of requirements represents the activities and functionalities related to the education data warehouse.
- **Data Analysis, Access, Queries, and Reports:** This group of functionalities represents the activities and functionalities related to reporting and analysis of the information collected in the education data warehouse.
- **Data Exporting and Interface Requirements:** This group of requirements represents the activities and functionalities related to integration of the SD – STARS with external and third-party database systems.
- **Training and Documentation Requirements:** This group of requirements represents the functionalities related to training and documentation for State and stakeholder end users

3.4 Scope of Components

3.41 Technical Requirements Overview

The SD DOE seeks an existing Commercial Off The Shelf (COTS) product for the SD-STARS system.

The hardware platform will be purchased by the SD DOE based upon the recommendations by the vendor for the system's initial size, performance, and growth parameters. The SD DOE encourages the offeror to provide detailed hardware specifications beyond just the number of servers, server classes, and purpose of each server. The offeror must provide server performance and sizing specifications. It is the intention that the SD BIT host the entire system on a hardware platform that meets or exceeds vendor specifications. The hardware will be supplied "installation-ready," i.e., with pre-loaded operating system, latest security patches, pre-loaded MS SQL Server, and the other BIT specific software.

In addition to the production environment, other environments are needed to support upgrades, application development, testing, and training. Please specify your recommendations for the required environments.

SD DOE requires the SD – STARS to integrate and complement existing data and infrastructures and to allow for integration of future development tools. The SD – STARS shall leverage existing components including Microsoft SQL Server and Cognos. The SD – STARS will be located at the Bureau of Information Telecommunications (BIT) data center in Pierre, SD. Bidders may offer the option of remote hosting.

3.41.1 SD DOE Technical Hardware and Software Requirements

Item #	Requirement
1	Provide a web-based solution that may be accessed without the need to install client software.
2	Integrate with the MS SQL Server database. Any additional Relational Database Management System (RDBMS) licenses and server peripheral components required to support the selected solution shall be obtained through existing State Agreements by SD DOE. These components must be identified in detail in the proposal, but SD DOE will price them independently.
3	Client Workstations. Accommodate users accessing the system using either laptop or desktop hardware running current supported versions of Microsoft operating system, Microsoft Office and Internet Explorer, and current supported versions of Mozilla Firefox.
4	Demonstrate an application architecture and design consistent with current industry best practices and integrate with the current SD DOE infrastructure. The solution shall be scalable, hardware independent and support cross platform application operations.
5	Provide an established process for migrating to new software releases.

3.42 General Security Requirements. All security requirements will be governed by the State of South Dakota Bureau of Information Telecommunications Policy (link displayed below). The requirements to manage the security and access Section of this RFP define the functionality to ensure the data concurrency and security in the system. Security must provide uniform roles throughout the system that ensure data integrity. Security

shall be provided using the concept of application areas, each of which shall have application pages. The system shall also identify the page controls within each application page. Different privileges shall be defined on application areas, application pages, and page controls to ensure comprehensive security for the application.

3.42.1 Security

This application must pass BIT Deployment Certification ([BIT requirements](#))

Item #	Requirement
1	Provide the ability to timeout a user's screen with automatic timer for security.
2	Provide the capability of mass security updates.
3	Provide the use of Secure Sockets Layer (SSL) encryption initially and Transport Layer Security (TLS) or other forms of comparable Advanced Encryption Standard (AES) encryption, for all transfer of student data between client and server.
4	Provide the ability to do mass updates to groups of users as needed
5	Use a consistent security model throughout.

3.42.2 Logging and Access Rights

Item #	Requirement
1	Provide the capability to log into the system.
2	Require the use's user name and password to log into the system.
3	Mask the password with asterisks, or other comparable mask, as the user types in the password.
4	Provide the capability to limit the number of failed log on attempts to three, and direct the user to a page indicating that log on failed.
5	Require the user to enter a new password if/when the old password has expired.
6	Provide the capability to notify the user if the user name or password is not valid.
7	Allow for security to be defined at login, but-system, application, file, field, and user level.
6	Provide fully integrated security and access control capabilities, including single logon and customizable views for administrators.
7	Provide a security coding system to support multiple users with each user having a different password and different read and write access capabilities.
8	Allow LDAP integration for user name and password administration.
9	Have the ability to build individual security profiles that users would be associated with, rather than each individual having his/her own set of permissions.

3.42.3 Managing Security and Access

Item #	Requirement
1	Provide the capability to add, change, or delete roles.
2	Provide the following roles: State Administrator and System Administrator. The State Administrator manages roles, users and organizational settings. The System Administrator manages the overall system configuration and settings including organizations and overall security
3	Provide the capability to associate roles with a user.
4	Provide the ability to allow SD DOE staff members to have appropriate access to school unit data.
5	Provide the capability to define the Simple Message Transport Protocol (SMTP) server user account and password that shall be used for e-mail notifications
6	Provide the ability to limit access to individual reports to authorized users based on their roles and security rights.
7	Provide the ability for users to share report read only and edit rights with other users based on their roles and security rights.

3.43 Data Extraction, Transformation, and Load (ETL) and Integration Requirements

3.43.1 Overview of ETL

The SD – STARS shall provide the capability to Extract, Transform, and Load (ETL) data into the SD – STARS database, the essential data requirements from SD DOE, and external data sources. SD DOE will only consider proposals that address these essential SD – STARS data requirements and that include these costs in the Cost Proposal Forms Section.

3.43.2 Ability to integrate with existing SD DOE sources and to integrate with new data sources

Item #	Requirement
1	Provide the ability for the SD – STARS to receive data from disparate internal and external data sources.
2	Provide the ability for the ETL process to validate data quality at the front end based on SD DOE business rules.
3	Provide the ability to perform data cleansing to maintain the quality, accuracy and integrity of the data warehouse.
4	Provide error check and validation routines.
5	Provide ETL completion and error logs and e-mail notifications.

3.44 Data Warehouse Requirements

The education data warehouse is a centralized repository that will consolidate data from disparate internal data sources as well as data currently stored by third party vendors. A single data structure will enable stakeholders to track district, school and student performance data over time.

The warehouse will include district, school, staff and student data in a longitudinal format as well as elements required for all State and Federal reporting. Student data will utilize the existing SD DOE unique State student identifier that will link demographic, enrollment and program data with assessment data uploaded from third party vendors.

Item #	Requirement
1	<p>The proposed solution must include a comprehensive K-12 data model which is capable of being expanded to support higher education and labor data. Please describe your model including the data domains supported and the use of national standards. At a minimum, the data model should include the following data domains:</p> <p>Student demographics Staff demographics Student enrollments Course enrollments Program participation (Special Education, CTE, ELL, etc.) Financial Staff Assignments Staff Certifications Assessments Attendance District and School School Safety</p>
2	The system must utilize Microsoft SQL Server Enterprise Edition as its primary data store.
3	Be capable of supporting flexible definitions (e.g., Reference Information and Lookup Values) of types of schools and districts, such as: high schools and vocational regions/centers; middle schools including many different ranges of grades; multiple types of configurations of schools within districts..
4	Support data submission at the LEA and SEA level
5	The SD DOE's primary student information systems (SIS) - Infinite Campus - will be a significant source of data. Describe how the proposed solution will establish automated processes for loading data from the SIS into the Staging Area.
6	Create an EDEN/EDFacts data mart to manage all SD DOE Federal data submissions.
7	Provide a data management plan that includes storage and archiving strategies.
8	Provide the capacity to store 15 years of data.
9	Data Integrity and Validity. Provide the ability to check data integrity and validity via various cross-referencing field verification checks.
10	Data Compatibility. Provide the ability to import and export data from various State and third party systems.
11	Provide the ability to calculate and store Highly Qualified Teacher results at the class section level.
12	Provide the ability to calculate and store Adequate Yearly Progress results at the school level and by the various subcategories.
13	Provide the ability to generate EDEN/EDFacts data submissions

14	The vendor should describe their use of a Staging Area or ODS as part of the overall solution architecture
15	The system should provide for backwards compatibility

3.45 Data Analysis, Access, Queries and Reports (General Data Analysis, Access, Queries, and Reporting Requirements)

The SD DOE has access to existing Cognos licenses for reporting and analysis. If the vendor is proposing a reporting and analysis tool other than Cognos. Please indicate the benefits to SD DOE of utilizing an alternative reporting and analysis tool and include any software and support costs in the Cost section.

The vendor should describe the number and types of reports that are included as part of the standard solution.

Item #	Requirement
1	Provide the ability to produce a wide range of graph types including, but not limited to: bar charts, pie charts, line charts, histograms, scatter charts, bubble charts and three dimensional charts.
2	Provide the ability to drill-down by clicking on a section of a chart or graph.
3	Provide the ability to perform multi-dimensional analysis and drill down and roll-up to view data at different levels of detail.
4	Provide the ability to perform longitudinal trend analysis at the individual and aggregate levels.
5	Provide the ability to analyze student, school, and district performance across multiple years and dimensions.
6	Provide analytical tools for users at multiple levels including both casual and power users.
7	Provide the ability to suppress or mask field the n (sample size) size falls below State defined levels.
8	Provide the ability for users to perform ad hoc data analysis and reporting and save, modify and share queries.
9	Provide the ability to perform statistical analysis.
10	Provide the ability to develop growth models based on student, school and district performance.
11	Provide the ability to create balanced scorecards to monitor and track student, school and district performance
12	Provide the ability to conduct "what if" type analysis.
13	Provide the ability to filter data by subgroups and demographics.
14	Provide the ability for system administrators to create pre-defined read-only reports.
15	Provide the ability to produce standardized reports viewable by Mac or PC users.
16	Provide the ability for the SD DOE to roll up all data into statewide reports.
17	Provide the ability for non-technical users to create reports utilizing step-by-step data selection tools (e.g., wizards).
18	Provide the ability to create and save report templates with predefined formats, font and graphics.
19	Provide the ability to schedule reports to run and post to an external website for access by the general public or authorized users.
20	Support the use of dashboards and reports by classroom teachers and school administrators

3.46 Data Exporting and Interface Requirements

3.46.1

Item #	Requirement
1	Provide the ability for SD DOE users to export data in a variety of standard formats (e.g., xls, csv, xml, txt, rtf, pdf) that can be integrated with other

	information available at the SD DOE level. Security requirements shall certify that SD DOE staff only has access to the appropriate data.
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3.47 Training and Documentation Requirements

3.47.1 Overview of Training

The SD DOE will require training and support to SD DOE and district users to ensure successful implementation and utilization of the SD – STARS. This training shall include data loading, generating and understanding reports, implementing security administration, troubleshooting system problems, and system configuration capabilities.

3.47.2 Training and Documentation

Item #	Requirement
1	Provide system administration training to SD DOE personnel. The training should include at a minimum: <ul style="list-style-type: none"> • Managing security and user access; • SD – STARS maintenance and support; • Adding data sources; • Data validation configuration • Creating and updating OLAP cubes; • Creating queries, ad hoc and standard reports; • Creating complex queries; • Exporting tables and data to external databases; and • Maintaining and updating training and online help documentation.
2	Provide end-user/stakeholder training utilizing: instructor-led classes, live web classes, and recorded web classes. Training should include at a minimum: <ul style="list-style-type: none"> • Using/navigating the decision support system; • Viewing and downloading reports; • Creating and saving ad hoc queries; • Submitting data • Accessing State, district and school level reports; • Drill down techniques; and • Using online help features.
3	Provide context-sensitive online help for the system administration users and end-users.
4	Provide electronic copies of all system administration and end-user training materials in Word and PDF formats.
5	Provide the ability to meet the State of South Dakota standards for technical and program documentation.
	Provide to SD DOE electronic copies of all necessary documentation to facilitate ongoing maintenance of the system after implementation.
	Provide to SD DOE attendee lists for all on-site and on-line training sessions.

4.0 RFP Calendar of Events

Listed below are the estimated dates and times of actions related to this RFP:

All times referenced in the calendar of events below are Central Standard Time / Central Day Light Time.

<u>Event</u>	<u>Completion Date</u>
Request For Proposals Announcement Date	(08-25-2011)
Deadline For Vendor's Questions (5:00PM)	(09-02-2011)
Questions Answered and Replies Sent (5:00PM)	(09-16-2011)
Deadline For Submission of Proposals (5:00PM)	(09-30-2011)
Evaluation of Proposals to Determine Short List	(10-14-2011)
Vendor Presentations	(10-31-2011-11-04-2011)
Vendor Selection	TBD
Potential Contract Start Date	TBD

4.1 Vendor Questions and Agency Replies

All written questions should be addressed to:

Rochelle.Kenzy@state.sd.us

South Dakota Department of Education
Attn: Rochelle Kenzy
800 Governors Drive
Pierre, SD 57501

Vendors may submit written or email questions concerning this RFP to obtain clarification of requirements. No questions will be accepted after the date and time indicated in the above calendar of events. Email questions to the email address listed above with the subject line "RFP 25446". The questions and their answers will be sent to all vendors that received notice of the RFP and will be sent by the date and time indicated in the above calendar of events. Vendors shall not rely on any other statements, either of a written or oral nature, that alter any specifications or term and condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

5.0 Resources

The Bureau of Information and Telecommunications (BIT) is the state organization that provides IT services for the state.

Historically, the most successful projects are those that use the team approach. The team approach utilizes a combination of Vendor staff, BIT staff, and Agency staff. Below is a description of how the team will be structured.

5.1 Project Staffing Roles

The SD DOE will dedicate a Project Manager to the project. In addition, the SD DOE will provide approximately 1.0 FTE of analyst resources during the project. The SD BIT will provide a database manager and system administration resources.

Agency Project Sponsor – Tami Darnall

Who: This is an Agency Manager for whom the project is undertaken and who is the primary stake holder and the primary risk taker.

Role: Some of the duties performed by the Agency Project Sponsor are:

- Resolves resource and priority conflicts
- Approves the Project Charter and/or Plan
- Holds subordinate managers accountable for their performance
- Has a direct communications and reporting relationship with the Agency Project Manager
- Is the chief advocate for the project
- Keeps the team focused on appropriate goals
- Keeps the team updated with new information
- Holds the project team accountable planning and executing the project
- Holds the team accountable for delivering agreed-upon results

Development Team Project Manager – Debbie Lancaster

Who: This person may be either a BIT employee or a consultant employee.

Role: Some of the duties performed by the Development Team Project Manager are:

- Provides day to day supervision of the employees of the development team
- In close daily contact with the Agency Project Manager to ensure that all requirements are fulfilled
- Able to advise the Agency Project Manager of cost/benefit as well as consequences of any changes in work direction

Reports to: Agency Project Manager. Also reports to the Project Steering Team if one exists.

Agency Project Manager – Marcus Bevier

Who: This person will typically be an Agency employee, appointed by the Project Sponsor. This could be a full time job on large projects.

Role: Some of the duties performed by the Agency Project Manager are:

- Day to day oversight of the project
- Approves consultant payments based on contract/work order language
- Provides direction to Agency employees as well as the team

Reports to: The Agency Project Sponsor. This person must keep the Project Sponsor informed on a weekly basis regarding progress and status of the project. When issues arise, this person must be able to make recommendations to the team regarding amendments and changes to the deliverables, schedule or budget.

Project Steering Team

Who: This team consists of at least one member from each affected departmental area. **The SD DOE will establish a Project Steering Committee. The duties of the Committee will include:**

Role: Some of the duties performed by the Project Steering Team:

- Oversee the project in terms of the contract and work order agreements. Specific items of oversight include:
 - What are the deliverables for his or her agency, and are they being met?
 - Is the project on schedule? If not, what are the consequences? Should the project be put back on schedule and how will that be done?
- What expenditures have been made? Is the project on budget? If not, what are the circumstances surrounding it?
- Recommendation of approval of any scope changes, or any changes that affect cost and schedule based on cost benefit to the Project Owner
- Resolution of policy issues

Reports to: Their Agency Manager.

Authority: Each Steering Team member should have authority to make decisions for their own departmental area.

The vendor should describe their proposed project team. The project team should include at a minimum:

Project Manager. The Offeror project manager will oversee the development tasks of the project including, but not limited to, performing requirements and scope analysis as various “sub-projects” arise, developing work breakdown structures (WBS), tracking project progress against timelines, and ensuring on-time delivery of all deliverables assigned. The proposed project manager should have the following skills at a minimum:

- Minimum of 5+ years experience managing projects comparable in scope to the SD-STARS System.
- Must possess acceptable proven skills with the full lifecycle of new software system development.
- Project management skills, technical background, and experience to appropriately manage the project (should list all relevant professional certifications)
- Project Management Professional (PMP) credential preferred.

SD DOE reserves the right to approve the Offeror’s Project Manager assigned to this project.

Educational Data Analyst. The educational data analyst will provide guidance to the various aspects of the project. These areas include, but not limited to:

- Determination of which data elements and reports should be collected as part of this initiative
- Policies related to data access and the security of student information

At a minimum, the senior educational data consultant will have the following skills:

Minimum of 3+ years of experience with educational data solutions

- Extensive knowledge of education data requirements
- Knowledge of the longitudinal data solutions implemented by other states

Business Analyst(s). The business analyst(s) will gather the requirements and assess the overall impact that the SD – STARS solution will have on SD DOE. The business analyst(s) will have the following experience at a minimum:

- Minimum 3 years experience with requirements gathering and business process reengineering to validate existing business requirements documentation
- Minimum 2 years experience with Data Warehouse implementation,

specifically gathering business questions and designing reports

Training Specialist(s). One or more specialist(s) will be responsible for training SD DOE, and LEA staff on the use of the SD-STARS application and how teachers, administrators, and data analysts can leverage the data to improve education. The training specialist(s) will be expected to have the following skills at a minimum:

- 3 years of training planning and presentation experience
- Extensive knowledge of educational data
- Excellent oral and written communication skills

5.2 Staffing Roles and Responsibilities

The project will be staffed by both state employees and Vendors.

5.2.1 State

The SD DOE will dedicate a Project Manager to the project. In addition, the SD DOE will provide approximately 1.0 FTE of analyst resources during the project. The SD BIT will provide a database manager and system administration resources..

5.2.2 Vendors

The vendor should describe their proposed project team. The project team should include at a minimum:

**Project Manager
Business Analyst
Trainer
Data Analyst**

Project team members should have experience implementing similar solutions for State Education Agencies.

6.0 Project Deliverables/Approach/Methodology

This section identifies tasks and deliverables of the project as described in Section 3.3 above. The selected vendor is responsible for providing the required deliverables. These deliverables will be the basis against which the consultant's performance will be evaluated.

The project deliverables will include:

Installation of the Longitudinal Data System
System Configuration
Extract Specifications for Source Systems
Data Loading for Initial Year of Data
Data Validation Reports
EDEN/EDFacts Report Generation
Delivery of up to 50 SD DOE specific Reports

7.0 Format of Submission

All proposals should be prepared simply and economically and provide a direct, concise explanation of the vendor's proposal and qualifications. Elaborate brochures, sales literature and other presentations unnecessary to a complete and effective proposal are not desired.

Vendors are required to provide an electronic copy of their response. The electronic copy should be provided in MS WORD or in PDF format, except for the project plan, which must be in MS Project. The submission must be delivered as indicated in Section 7.8 of this document.

Proposals should be prepared using the following headings and in the order that they are presented below. Please reference the section for details on what should be included in your proposal.

- 7.1 Statement of Understanding of Project
 - 7.1.1 Response to Requirements
- 7.2 Corporate Qualifications
- 7.3 Schedule
- 7.4 Deliverables
 - 7.4.1 Project Deliverables/Approach/Methodology Critique
 - 7.4.2 Proposal Deliverables
- 7.5 Non Standard Software and Hardware
- 7.6 Proposal Amount
 - 7.6.1 Staffing Table
 - 7.6.2 Travel and Expenditure Table
 - 7.6.3 Other Costs
- 7.7 Team Organization

7.1 Statement of Understanding of Project

To demonstrate your comprehension of the project, please summarize your understanding of what the work is and what the work will entail. This should include, but not be limited to your understanding of the purpose and scope of the project, critical success factors and potential problems related to the project and your understanding of the deliverables. This should be limited to no more than two pages.

7.1.1 Response to Requirements

The vendor should provide a response to each of the requirements included in Section 3.4 of this RFP.

7.2 Corporate Qualifications

Please provide responses to the each of the following questions in your proposal.

- a) What year was your parent company (if applicable) established?
- b) What is the business of your parent company?
- c) What is the total number of employees in the parent company?
- d) What are the total revenues of your parent company?
- e) How many employees of your parent company have the skill set to support this effort?
- f) How many of those employees are accessible to your organization for active support?
- g) What year was your firm established?
- h) Has your firm ever done business under a different name and if so what was the name?

- i) How many employees does your firm have?
- j) How many employees in your firm are involved in this type of project?
- k) How many of those employees are involved in on-site project work?
- l) What percent of your parent company's revenue (if applicable), is produced by your firm?
- m) Has your firm ever done business with other governmental agencies? If so, please provide references.
- n) Has your firm ever done business with the State of South Dakota? If so, please provide references.
- o) Has your firm ever done projects that are like or similar to this project? If so, how many clients are using your solution? Please provide a list of four or more States of at least the same approximant size as South Dakota where your application is in use along with contact names and numbers for those State Education Agencies.
- p) What is your Company's web site?

When providing references, the reference must include the following information:

- 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
- Dates of the service/contract
- A brief, written description of the specific prior services performed and requirements thereof

7.3 Schedule

The SD DOE desires to begin data collection from the participating LEAs during the 2011-2012 school year and complete all first-year data collections by September 1, 2012. Please include information on the vendor's recommended schedule for data collections in the project plan information.

Provide a project plan that indicates how you will complete the required deliverables and services and addresses the following:

- Number of Vendor staff needed
- Tasks to be performed (within phase as applicable)
- Deliverables created during each phase
- Dates by which each task will be completed (dates should be indicated in terms of elapsed time from project inception)
- Resources assigned to each task
- Required state agency support
- Show task dependencies
- Training

Microsoft Project is the standard scheduling tool for the State of South Dakota. The schedule should be a separate document, provided in Microsoft Project, and submitted as an attachment to your proposal.

7.4 Deliverables

7.4.1 Project Deliverables/Approach/Methodology Critique

Critique the current Project Deliverables Approach/Methodology referenced in Section 6.0 above. If you have an alternative methodology or deliverables you would like to propose, please include a detailed description of the alternative methodology or

deliverables and how they will meet or exceed the essential requirements of the methodology and deliverables described in Section 6.0.

7.5 Non-Standard Software and Hardware

State standard hardware and software should be utilized unless there is a reason not to. If your proposal recommends using non- standard hardware and software, the proposal should very clearly indicate what non-standard hardware or software is being proposed and why it is necessary to use non-standard hardware or software to complete the project requirements. The use of non-standard hardware and/or software requires use of the Moratorium Process. This process can be found through the Standards' page and must be performed by State employees.. The costs of such non-standard software or hardware should be reflected in section 7.6.3. The work plan should also account for the time need to use the Moratorium Process.

See http://bit.sd.gov/bitservices/standards/standards_lists/default.aspx, for lists of standard hardware and software.

There is also a list of security questions, Appendix D. These questions must be answered, and signed.

7.6 Proposal Amount

The SD DOE is seeking a fixed price proposal for all software and services covered by this RFP. SD DOE prefers a flexible payment plan; whereas the state reserves the option of entering into either a lump sum or scheduled payment option.

The SD DOE intends to acquire the required hardware outside of the scope of this RFP but vendors should indicate all hardware required to support their proposed solution.

Please provide the cost information in the format in the charts in sections 7.6.1 and 7.6.2.

7.6.1 Professional Services Table

Please provide the amount for professional services for each of the categories in the table below.

Task	Total Cost
Project Management	
Data Mapping	
Training	
Reporting	
Total	

Please include in your proposal the profile of the key personnel members of your firm who will be working on this project.

The profile should include:

- Staff person name
- Technical background relative to this project
- Experience in similar projects
- Names of the similar projects they were involved in
- Role they played in the projects similar to this project

- f) Educational background
- g) References

7.6.2 Software Costs

Show any other costs such as: software, hardware, ongoing costs, etc. Hardware and software costs should include at least 5 years of maintenance and support. In addition, please show a fair market projection of expansionary costs. SD – STARS is slated to expand from 15 to 152 districts.

	License Fees	5 Years of Support
Hardware		
Software		
Expansionary Costs		
Other...		
Totals		

7.7 Team Organization

Vendor should provide an organization chart for the proposed project team. The organization chart should indicate both name and title of key personnel who will be involved with this project and it should identify the vendor project manager. The chart should also include state resources as defined in section 5.1 Project Staffing Roles.

The vendor should include resumes of key personnel being proposed.

7.8 Delivery of Proposals

Your proposal **must** be submitted electronically utilizing the South Dakota's Office of Procurement Management's e-procurement system which is provided by Mercury Commerce. For non-registered vendors please follow the instructions listed in the following web site:

http://www.state.sd.us/boa/opm/bidder_registration.htm

For vendors that are already registered with South Dakota's e-procurement system please login and submit your proposal at the following web site:

<https://southdakota.mercurycommerce.com/secure/vlogin.asp>

If you are experiencing difficulties pertaining to electronic submission of your proposal please contact Steven Berg at Steven.Berg@state.sd.us prior to proposal submission deadline. For questions in regard to how to operate the e-procurement system please call Mercury Commerce Customer Support at 877-969-7246.

Proposals **must** be submitted no later than the time and date set forth in the "RFP Calendar of Events" located in section 4.0. Bids received after this date and time will not be accepted for consideration.

8.0 Proposal Evaluation Criteria

The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the SD DOE, which will determine the ranking of the proposals.

The criteria for the proposal shall be broken down into the following categories:

- 1) Understanding of the scope and requirements of the project
- 2) Technical skills and experience
- 3) Experience with similar project(s)
- 4) Resources available to staff the project
- 5) Company References
- 6) Company financial stability
- 7) Proposed solution and work plan
- 8) Cost proposal (this includes implementation of technology that is not supported by BIT as well as cost of additional staffing)
- 9) Previous project experience with the State of South Dakota

8.1 Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a Pass/Fail basis compliance with mandatory administrative requirements as specified in Section 3, Administrative Requirements. Evaluation teams will only get to evaluate Responses that meet all mandatory administrative requirements. If, however, all responding Vendors fail to meet any single Mandatory administrative item, SD DOE reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

8.2 Mandatory Requirements Screening

Responses meeting all of the administrative requirements will then be reviewed on a Pass/Fail basis to determine if the Response meets the Mandatory requirements (see section 3). Only Responses meeting all Mandatory requirements will progress to the next step of the evaluation process, which involves a qualitative review and scoring of Mandatory Scored and Desirable Scored criteria.

The demonstration of the Solution must also meet the Mandatory Technical Requirements.

The RFP Coordinator may contact the Consultant for clarification of any portion of the Vendor's proposal. The State reserves the right to determine at its sole Discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendor's fail to meet any single Mandatory item, SD DOE, reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item. SD DOE, at its sole discretion, may elect to select the top scoring firms as finalists for an oral presentation.

8.3 Qualitative Review and Scoring

Only responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFP. Responses receiving a "0" on any Mandatory Scored (MS) element(s) will be disqualified.

Numeric Score	Narrative Equivalent	Scoring Rationale
0	Unsatisfactory	Feature or capability is non-responsive or inadequate.
1-3	Below Average	Feature or capability is substandard to that which is average or expected as the norm.
4-6	Average	Feature of capability is average or expected of the norm.
7-9	Above Average	Feature or capability is better than that which is average or expected as norm.
10	Exceptional	Feature or capability is clearly superior to that which is average or expected as norm.

Evaluation points will be assigned based on the effectiveness and quality of the written Response to each scored requirement. A scale of zero to 10 points will be used. Individual evaluator scores will be totaled.

Each scored element in the written Response, including demonstration of the Product/Solution, will be given a score by each evaluation team member.

The scores from all Evaluator's will be totaled and used for the Consultant's Written Score and the Consultant's Total Score.

8.4 Proposal Evaluation Scoring Matrix

SD DOE will, after evaluating the written proposals, schedule an Oral Interview and Product demonstrations of the top scoring Consultants. The RFP Coordinator will notify semi-finalist of the date, time and location of the oral presentations. The dates in the *Calendar of Events* (Section 4.0) are an estimate and are subject to change at the Discretion of SD DOE. SD DOE reserves the right to expand the list of semi-finalists.

Fifty (50) additional points are available to the semi-finalist from the result of the Oral presentation (25 points) and Demonstration of the Solution (25 points). These points will be added to the Vendor total score from the written proposal to determine the successful Vendor.

8.5 Vendor Scores

Consultants will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth.

Consultant's Total Score will be calculated as follows:
 (Staff Qualifications Score) + (Technical Requirements Score) + (Financial Score) +
 (Demonstration Score) = Total Written Score

Semi-finalists are chosen from the top scoring proposals. SD DOE will select as semi-finalists the Consultants proposing the most functional and capable solution, as

determined by Consultants' Responses and based on the scoring criteria set forth here. If possible, a minimum of two semi-finalists will be selected.

(Client References Score) + (Interview Score) + (Product/Demonstration Score) = Total Semi-finalist Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor's Total Score will be calculated as follows:

(Total Written Score) + (Total Semi-finalist Score) + (Reference Score) + (Technical Requirements Score) + (Financial Score) + (Demonstration Score) = Total Consultant's Score

8.6 Successful Vendor Selection

The Vendor with the highest total score and with the proposal the most advantageous to the State will be declared the Apparently Successful Vendor. SD DOE will enter into contract negotiations with the Successful Vendor. Should contract negotiations fail to be completed within one (1) month after initiation, SD DOE may immediately cease contract negotiations and declare the Vendor with the second highest score as the new Successful Vendor and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed, no qualified Vendors remain or SD DOE determines not to award a contract based on this RFP.

9.0 Appendices

Appendix A -- Vendor Questions (COTS Solution):

Function	Description	Response
Infrastructure	<p>1. Typically the State of South Dakota prefers to host all systems. In the event that the State decides that it would be preferable for the vendor to host the system, is this an option?</p> <p>If you answered Yes to the previous question:</p> <ul style="list-style-type: none"> Are there planned disruption periods? If yes, then the proposal should include the planned disruption schedule. Is there a strategy for mitigating unplanned disruptions? If yes, then the proposal should include the strategy and maximum disruption time frames. Is there a documented disaster recovery plan? If yes, then your proposal should include your disaster recovery plan. 	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>2. Is the User Interface tier server based?</p> <p>If yes, which configuration is recommended?</p> <ul style="list-style-type: none"> Non-Microsoft Web server? If yes, then specify in your proposal. Microsoft Web IIS? If yes, versions should be specified in the proposal. Citrix Metaframe? If yes, versions should be specified in the proposal. Other? If yes, then specify in your proposal. <p>Operating System (OS) _____</p> <p>OS Version _____</p> <p>CPU requirement: _____</p> <p>RAM requirement: _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>3. Is there a workstation install requirement?</p> <p>If yes, then specify in your proposal.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>4. Is this a browser based User Interface?</p> <p>If yes, then specify required make and versions in your proposal.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>5. What are the development technologies used for this system?</p> <p>ASP Version: _____</p> <p>.NET Version: _____</p> <p>Java/JSP Version: _____</p> <p>Other?</p> <p>Describe: _____</p> <p>Version: _____</p>	

Function	Description	Response
	6. Will the system support authentication? If yes, specify in your proposal. For example, Windows Authentication, SQL Server Login, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	7. Will the system infrastructure require an email interface? If yes, specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	8. Will the system require a database? If so please specify the vendor and version and license requirements in your proposal. Indicate if the database is proprietary.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	9. Will the system infrastructure require database replication? If yes, specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	10. Will the system require transaction logging for database recovery?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	11. Will the system infrastructure have a special backup requirement? If yes, then specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	12. Will the system provide an archival solution? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	13. Will the system infrastructure have any processes that require scheduling? If yes, then specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	14. Will the system infrastructure include a separate OLTP or Data Warehouse Implementation? If yes, then specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	15. Will the system infrastructure require a Business Intelligence solution? If yes, provide a detailed description in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	16. Will the system have any workflow requirements? If yes, then specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	17. Explain the software licensing model, including the number of concurrent users, ownership of the product, and license duration and renewal.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	18. Can the system be implemented via Citrix? If so, please include 3 client names/contact numbers of those who have implemented your proposed system under Citrix.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	19. Will the system implement its own level of security or can it integrate with our enterprise Active Directory to ensure access is controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	20. Will the system print to a Citrix compatible networked printer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	21. Will the network communications meet IEEE standard TCP/IP and use either standard ports or State defined ports as the State determines?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	22. Will the system provide Internet security functionality on Public portals including encrypted network/secure socket layer. (TLS 1.0/SSL 3.0)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	23. Will the system provide Internet security functionality on a public portal to include firewalls?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	24. Will the system support automatic Windows-based report production and distribution to the State via the State Local Area Network (LAN)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	25. It is State policy that no equipment can be connected to State Network without direct approval of BIT Network Technologies, would this affect the implementation of the system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	26. Will all proposed software operate within the State standard equipment as given at: http://www.state.sd.us/bit/bitservices/Standards/mainnetworkhardware.htm ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	<p>27. Will the server based software support:</p> <ul style="list-style-type: none"> • Windows server 2008R2 or higher • IIS7.0 or higher • MS SQL Server 2008R2 or higher • Exchange 20010 or higher • Citrix presentation server 4.5 or higher • VMWare ESX 4.1 or higher • MS Windows Updates • Symantec End Point Protection <p>Please specify the versions required by the system in your proposal.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>28. All network systems must operate within the current configurations of the State of South Dakota's firewalls, switches, firewalls, IDS/IPS and desktop security infrastructure. Would this affect the implementation of the system? A Generic Network Diagram will be provided after a Vender has been selected.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>29. It is State policy that all systems must be compatible with BITs dynamic IP addressing solution (DHCP). Would this affect the implementation of the system?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>30. It is State policy that all systems that require an email interface must leverage existing SMTP processes currently managed by BIT Datacenter. MailMarshall is the existing product used for SMTP relay. Would this affect the implementation of the system?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Function	Description	Response
	<p>31. It is State policy that all Vendor/Contractor Remote Access to systems for support and maintenance on the State Network will only be allowed through Citrix Secure Gateway. Would this affect the implementation of the system?</p> <p>If the policy above is not acceptable, will the proposed VPN Connections meet the following requirements :</p> <ul style="list-style-type: none"> ○ Pre-Shared Key ○ AES (256bits or Higher) ○ SHA1 ○ No PFS or Aggressive Modes allowed. 	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>32. It is State policy that all software must be able to use either standard Internet Protocol ports or Ports as defined by the State of South Dakota BIT Network Technologies. Would this affect the implementation of the system? For example, a web system should use TCP 80 and / or TCP 443 for client access. Deviation of Internet Protocol ports or Ports for your proposal should be mentioned with your response.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>33. It is State policy that all HTTP/SSL communication must be able to be run behind State of South Dakota content switches and SSL accelerators for load balancing and off-loading of SSL encryption. If need is determined by the State, would this affect the implementation of the system? The State of South Dakota has hardware installed for an Enterprise solution for content switches and SSL accelerators for load balancing and off-loading of SSL encryption. A Generic Network Diagram will be provided once the Confidentiality agreement is signed.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>34. It is State policy that BIT has a virtualize first policy that requires all new system to be configured as virtual machines. Would this affect the implementation of the system?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>35. It is State policy that all access from outside of the State of South Dakota's private network will be limited to set ports as defined by the State, and all traffic leaving or entering the State network will be monitored. Would this affect the implementation of the system?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Function	Description	Response
	36. It is State policy that systems must support NAT and PAT running inside the State Network. Would this affect the implementation of the system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	37. It is State policy that systems must not use dynamic TCP or UDP ports unless the system is a well-known one that is state firewall supported (FTP, TELNET, HTTP, SSH, etc). Would this affect the implementation of the system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	38. Will the system require web presentation? If so, what are the server-side requirements? Will the system use any Java script?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Data access – export/import capability	39. How does data enter the system (transactional or batch or both)?	
	40. Is the system data exportable by the user for use in tools like Excel or Access?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	41. Will user customizable data elements be exportable also?	<input type="checkbox"/> Yes <input type="checkbox"/> No
User configurable permissions	42. Will the system support authorization? If yes, specify in your proposal. For example, role based authorization for functionality and data.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	43. Will the system distinguish between local versus global administrators where local administrators have rights to user management only for the program area that they are associated with and global administrators have rights for the entire system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Audit & Security Capabilities	44. Will this system provide the capability to track data entry/access by the person, date and time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	45. Will the system provide data encryption for sensitive information both in storage and transmission? Please explain in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	46. It is State policy that systems at the discretion of the State may have a Security Audit performed on it by BIT or a 3 rd Party for security vulnerabilities. Would this affect the implementation of the system?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	47. It is State policy that all Vendors/Contractors who advance past the first round of consideration in the RFP process must be willing to answer a set of security-related questions. The Vendors/Contractors are also expected to reply to follow-up questions in response to the answers they provided to the security questions. At the state's discretion a vendor's answers to the follow-up questions may be required in writing and/or verbally. Is this acceptable? The answers provided may be used as part of selection criteria.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Backup	48. The State of South Dakota currently schedules routine maintenance from 0400 to 0700 on Tuesday mornings for our non-mainframe environments and once a month from 0500 to 1200 for our mainframe environment. Systems will be offline during these scheduled maintenance time periods. Will this have a detrimental effect to the system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Installation	49. Will the vendor provide assistance with installation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	50. Is there an installation guide available and will you provide a copy to the State (The State is willing to sign a non-disclosure agreement)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	51. Is telephone assistance available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	52. Is on-site assistance available? If so, is there a charge?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Testing	53. Will the implementation plan include user acceptance testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	54. Will there be documented test plans for future releases including any customizations done for the State of South Dakota?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Training	55. Is training part of the package? If yes, please specify in your proposal. For example, initial training for all users and supplemental training for new employees.	<input type="checkbox"/> Yes <input type="checkbox"/> No
User Manual	56. Is there a user manual and will you provide a copy to the State (The State is willing to sign a non-disclosure agreement)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	57. If yes, is the manual electronically available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	58. Is there on-line help assistance available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Post-installation support	59. Do you have Support options available? If yes, specify options in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	60. It is State policy that all Vendor/Contractor Remote Access to systems for support and maintenance on the State Network will only be allowed through Citrix Secure Gateway. Would this affect the implementation of the system? If the policy above is not acceptable, will your proposed VPN Connections meet the following requirements : <ul style="list-style-type: none"> ○ Pre-Shared Key ○ AES (256bits or Higher) ○ SHA1 ○ No PFS or Aggressive Modes allowed. 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
	61. Is there a method established to communicate availability of system updates? If yes, please indicate the method and the number of updates per year in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	62. Is there an established method to acquire system updates? If yes, specify in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	63. The State implements enterprise wide anti-virus solutions on all servers and workstations as well as controls the roll-outs of any and all Microsoft patches based on level of criticality. Do you have any concerns in regards to this process? If yes, specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Customization	64. Will you provide customization of the system if required by the State of South Dakota? If yes, then specify the process and fee structure for custom work in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Function	Description	Response
	65. Do you have a formal change management process? If yes, please specify in your proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Intellectual Property	66. Will the State of South Dakota have access to the underlying data and data model for ad hoc reporting purposes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	67. Will the source code for the system be put in escrow for the State of South Dakota?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	68. If the source code is placed in escrow, will the vendor pay the associated escrow fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	69. If the State of South Dakota will gain ownership of the software, does the proposal include a knowledge transfer plan? If yes, please specify in the proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	70. Explain the software licensing model, including the number of concurrent users, ownership of the product, and license duration and renewal. When providing licensing options and costs please include the options and costs for both a leased model as well as a perpetual license agreement. Is this acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	71. Explain the basis on which pricing could change for the state based on your licensing model. Can it change for example based on: install base, number of concurrent users, number of authorized users, size of the enterprise, attributes of the hardware hosting the application, attributes of the VM in which the application runs, number of servers (host or guest) in which the application is executing, usage based, etc. Is this acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	72. Contractually, how many years price lock are you offering the state as part of your response? Also as part of your response, how many additional years are you offering to limit price increases and by what percent? Is this acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No

APPENDIX B – Included Proposal Terms and Conditions

1. PRIOR OBLIGATIONS

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 Director of Procurement Management.

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

By submitting a proposal to this RFP, the Vendor 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 Vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

3. NON-DISCRIMINATION STATEMENT

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

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Vendor 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.

5. PROPRIETARY INFORMATION

The proposal of the successful Vendor(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. Vendors must clearly identify in the proposal any specific proprietary information they are requesting to be protected and must provide 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.

6. DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a Vendor 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 Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Vendor'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 and 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.

7. VENDOR'S CONTRACTS

Vendors 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 in section 4.1 of this RFP. Vendors 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. Vendors and their agents who have questions regarding this matter should contact the buyer of record.

8. FINANCIAL STATEMENTS

A Vendor may be required to submit a copy of their most recent audited financial statement if deemed necessary by the Office of Procurement Management.

9. DEMONSTRATION OF VIABILITY

The selected vendor will be responsible for demonstrating viability of their products and approach in an initial phase. This demonstration must take place no later than _____. An unsuccessful or inadequate demonstration will be grounds for termination of contract.

10. BEST INTEREST OF SOUTH DAKOTA

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.

APPENDIX C – Included Contract Terms and Conditions

The State hereby enters into an Agreement for Consultant Services with the Consultant.

I. THE CONSULTANT:

A. The Consultant services on this agreement commence _____, 2011 and shall end _____, 2012.

B. The Consultant has affirmed that he/she is not a full-time state employee as per SDCL 3-12-47.

C. The Consultant will not use state equipment, supplies, and facilities.

D. The Consultant agrees to:

1.

2. Submit to the State at the completion of this contract a summary statement itemizing the total costs associated with the performance and completion of this contract. The final summary statement will indicate total revenue generated by registration fees for the conference offset by allowable expenditures. The State will pay allowable costs above the generated program revenue, and the Consultants fee. This document shall be used as the basis for determining the final payment. The Consultant also agrees that this document is subject to the review and approval of the State. The State, therefore reserves the rights to disallow payment or any portion thereof for any costs determined by the State to be inappropriate to the scope of the project. If any such costs are disallowed, final payment shall be adjusted accordingly.

E. Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

F. The Consultant agrees to provide services in compliance with the Americans with Disabilities Act of 1990.

II. THE STATE:

A. The State will make a total payment not to exceed \$_____ upon satisfactory completion of the services on the contract.

Use for Fixed Payments:

A. The State will make a total fixed payment upon satisfactory completion of the services on the contract in the amount of \$5,000.00. This is a fixed price contract and payment will be made in two installments as follows:

USE THIS STATEMENT FOR INSTALLMENTS PAYMENTS: This payment will be made in four (4) installments as follows:

The first installment of \$_____ will be made prior to (DATE);

The second installment of \$_____ will be made prior to (DATE);

The third installment of \$_____ will be made prior to (DATE); and,

The final installment of \$_____ subject to adjustment according to the provisions stated in section I.E.5. above, will be made upon completion of the remaining services of the contract.

B. The State will not pay Consultant expenses as a separate item.

(WP OPERATOR:) If State will pay, use this statement: The State will pay Consultant expenses as a separate item not to exceed \$_____. This payment will be included in the total payment listed in section II.A. above, expenses will be paid at State rates, and receipts will be required.

C. The State does not agree to perform any special provisions.

(WP OPERATOR: or if the State agrees to use:) The State agrees to:

III. SUPERCESSION PROVISION: 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.

IV. AMENDMENT PROVISION: This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.

V. TERMINATION PROVISION: This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.

VI. INSURANCE PROVISION: Does the State require an insurance provision? Yes____
No_____

(WP OPERATOR:) If YES is marked, use statement below instead of above statement:

(Insurance Statement #1 - for NOT high risk - general contractors)

The Consultant agrees, at its sole cost and expense, to maintain the appropriate insurance required by the State during the period of this agreement.

OR

The Consultant agrees, at its sole cost and expense, to maintain the insurance, required by the State, in the amount of \$1 million for comprehensive general liability and professional and \$500,000.00 business and auto during the period of this agreement.

(Insurance Statement #2 - for medical professionals, attorneys, or accountants)

_____ agrees to, at its sole cost and expense, maintain adequate general liability, worker's compensation, and automobile liability insurance during the period of this Agreement. Certificates of Insurance are required.

(Insurance Statement #3 - for Professional liability)

VI. INSURANCE PROVISION: The Consultant agrees to the following terms and conditions: Commercial General Liability Insurance: Maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 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. Such insurance shall include state employees as additional insured, shall contain no special limitations on the scope of its protection afforded to

state employees, and shall be primary with respect to any insurance or self-insurance programs covering state employees.

Business Automobile Liability Insurance: Maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

Worker's Compensation Insurance: Procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

(WP OPERATOR:) If NO is marked, use statement below instead of above statement:

The State does not require an insurance provision.

VII. CONTROLLING LAW PROVISION: 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.

VIII. COMPLIANCE PROVISION: Consultant 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.

IX. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.

X. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Consultant is required to comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

XI. NONDISCRIMINATION CLAUSE: Consultant agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Services Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply.

XII. DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION PROVISION: Consultant certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency; have not, within a three (3) year period preceding the awarding of this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications, or destruction of records, making false statements, or receiving stolen property, or have not within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

XIII. IT STANDARDS:

Non Standard Software and Hardware

State standard hardware and software should be utilized unless there is a reason not to. The Vendor warrants that the software developed or purchased for BIT will be in compliance with the BIT Standards for security, file naming conventions, executable module names, Job Control Language, systems software version and release levels, temporary work areas, executable program size, forms management, network access, tape management and job stream procedures prior to the installation and acceptance of the final project.

The Vendor warrants that the hardware utilized for this project complies with the State's Hardware Standards.

BIT hardware and software standards can be found through http://bit.sd.gov/bitservices/standards/standards_lists/default.aspx

If the Vendor proposes to add non-standard hardware and/or software to the project that was not indicated in the proposal see paragraph 7.5 in the RFP, after the contract was signed, then the Vendor must use the Contract Amendment procedure.

The Vendor shall agree to maximize the security of the software development throughout the term of this Contract according to general industry standards including but not be limited to the State of South Dakota security standards for software purchases. These standards can be found at, XXXXXX.

The Contract shall clarify the security-related rights and obligations of all the parties to a software development relationship including any third-party contractors, subcontractors or other entities hired by Vendor.

The Vendor shall agree in writing that the terms of this Contract shall apply to Vendor's employees, as well as to third party contractors and subcontractors that will be employed by Vendor for the Contract.

The Vendor shall take all actions necessary to protect information regarding security issues and associated documentation, to help limit the likelihood that vulnerabilities in operational Purchaser's software are exposed.

Consistent with the provisions of this Contract, the Vendor shall use the highest applicable industry standards for sound secure software development practices to resolve critical security issues as quickly as possible. The "highest applicable industry

standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

XIV. WORK PRODUCTS:

Vendor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, agreements and all information contained therein provided to the State by the Vendor in connection with its performance under this Agreement shall belong to and is the property of the State and will not be used in any way by the Vendor without the written consent of the State.

Papers, reports, forms or other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State. The State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

Vendor hereby agrees to provide BIT, for safekeeping, a copy of source code for each executive branch state agency computer system that is developed or maintained by the Vendor. The source code provided will be the latest version that currently runs in a production environment. The Vendor will also provide BIT, any computer system source code for non-executive branch state agencies if requested by the agency owning the system.

XV. HIRING OF EMPLOYEES:

Neither party shall solicit or recruit for employment any person who was an employee of the other party during the provision of the Maintenance Services and for a period of one (1) year thereafter, without the other party's written consent. Any violation of this section shall be deemed a material breach hereof and the non-breaching party may immediately terminate this Agreement.

XVI. CONFIDENTIAL INFORMATION

Each party agrees not to permit unauthorized access to and to take reasonable steps to protect the confidentiality of the other party's information, marked "confidential," "proprietary," or with a similar legend indicating its sensitive nature. Agency agrees to treat as confidential information all Vendor techniques, processes methods and know-how observed at Agency's facilities. Agency acknowledges that all processes, materials and data used or furnished by Vendor pursuant to this Agreement have been developed at great expense to Vendor, contain trade secrets of Vendor, are the sole property of Vendor and shall be kept confidential by Agency. The obligations of the party receiving the confidential information ("Recipient") shall not apply to any portion of the confidential information: (i) which was rightfully known or becomes rightfully known to Recipient without confidential restrictions from a source other than the disclosing party; (ii) which was or becomes publicly available or a matter of public knowledge generally, through no fault of Recipient; (iii) which is approved by the disclosing party, in writing, for disclosure without restrictions; (iv) which is independently developed by Recipient; (v) which is generalized know-how or skills; or (vi) which Recipient is legally compelled to disclose; provided that Recipient has given the disclosing party reasonable notice and opportunity to contest such compulsive disclosure, and Recipient requests that the Confidential Information disclosed be treated as confidential. Vendor acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is not a breach of this agreement for the State

to take any action that the State reasonably believes is necessary to comply with open records or open meetings laws.

XVII. WARRANTY

Vendor warrants that it will render the Services in a good and workmanlike manner. Vendor's obligations and liability under this warranty are conditioned upon the receipt of prompt notice of defects as to parts and/or workmanship from Agency, see Appendix for a list of those parts. Timely completion of Services by Vendor is subject to the timely satisfaction by Agency of any Agency obligation or requirement. This warranty shall be void if is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than Vendor. To the fullest extent allowed by law, the warranties provided in this section are exclusive and in lieu of all other warranties. Except as expressly set forth in this agreement, vendor disclaims all warranties expressed or implied with regard to the services provided under this agreement, including all implied warranties of merchantability and fitness for a particular purpose. These disclaimers of warranty constitute an essential part of this agreement.

APPENDIX D -- Security Vendor Questions - COTS Software Set

#	Question	Comments
Software History and Licensing		
1	Can the pedigree of the software be established? Briefly explain what is known of the people and processes that created the software.	
2	Explain the change management procedure that identifies the type and extent of changes conducted on the software throughout its lifecycle.	
3	Is there a clear chain of licensing from original author to latest modifier. Describe the chain of licensing.	
4	What assurances are provided that the licensed software does not infringe upon any copyright or patent? Explain	
5	Does your company have corporate policies and management controls in place to ensure that only corporate-approved (licensed and vetted) software components are used during the development process? Provide a brief explanation. Will the supplier indemnify the Acquirer from these issues in the license agreement? Provide a brief explanation.	
Development Process Management		
6	What are the processes (e.g., ISO 9000, CMMi), methods, tools (e.g., IDEs, compilers) techniques, etc. used to produce and transform the software (brief summary response)?	
7	What security measurement practices and data does your company use to assist product planning?	
8	Is software assurance considered in all phases of development? Explain	
Software Security Training and Awareness		
9	Describe the training your company offers related to defining security requirements, secure architecture and design, secure coding practices, and security testing.	

#	Question	Comments
10	Do you have developers that possess software security related certifications (e.g., the SANS secure coding certifications)?	
11	Describe the company's policy and process for professional certifications and ensuring certifications are valid and up-to date.	
Concept and Planning		
12	Are there some requirements for security that are "structured" as part of general releasability of a product and others that are "as needed" or "custom" for a particular release?	
13	Are there some requirements for quality that are "structured" as part of general releasability of a product and others that are "as needed" or "custom" for a particular release?	
14	What process is utilized by your company to prioritize security related enhancement requests?	
Architecture and Design		
15	What threat assumptions were made, if any, when designing protections for the software and information assets processed?	
16	What security design and security architecture documents are prepared as part of the SDLC process?	
17	How are design documents for completed software applications archived?	
Software Development		
18	What are/were the languages and non-developmental components used to produce the software (brief summary response)?	
19	What secure development standards and/or guidelines are provided to developers?	
20	Are tools provided to help developers verify that the software they have produced software that is minimized of weaknesses that could lead to exploitable vulnerabilities? What is the breadth of common software weaknesses covered (e.g., specific CWEs)?	

#	Question	Comments
21	In preparation for release, are undocumented functions in the software disabled, test/debug code removed, and source code comments sanitized?	
Built-in Software Defenses		
22	Does the software validate (e.g., filter with white listing) inputs from untrusted sources before being used?	
23	Has the software been designed to execute within a constrained execution environment (e.g., virtual machine, sandbox, chroot jail, single-purpose pseudo-user) and is it designed to isolate and minimize the extent of damage possible by a successful attack?	
24	Does the documentation explain how to install, configure, and/or use it securely? Does it identify options that should not normally be used because they create security weaknesses?	
25	Where applicable, does the program use run-time infrastructure defenses (such as address space randomization, stack overflow protection, preventing execution from data memory, and taint checking)?	
26	How do you minimize the threat of reverse engineering of binaries? Are source code obfuscation techniques used? Are legal agreements in place to protect against potential liabilities of nonsecure software?	
Component Assembly		
27	What security criteria, if any, are considered when selecting third-party suppliers?	
28	Is the software required to conform to coding or API standards in any way? Explain.	
Testing		
29	What types of functional tests are/were performed on the software during its development (e.g., spot checking, component-level testing, integrated testing)?	
30	Who and when are security tests performed on the product? Are tests performed by an internal test team, by an independent third party, or by both?	

#	Question	Comments
31	What degree of code coverage does your testing provide?	
32	Are misuse test cases included to exercise potential abuse scenarios of the software?	
33	Are security-specific regression tests performed during the development process? If yes, how frequently are the tests performed?	
34	What release criteria does your company have for its products with regard to security?	
Software Manufacture and Packaging		
35	What security measures are in place for the software packaging facility?	
36	What controls are in place to ensure that only the accepted/released software is placed on media for distribution?	
37	How is the software packaged (e.g. Zipped , Linux RPM etc) and distributed?	
38	How is the integrity of downloaded software (if an option) protected?	
39	For the released software "object", how many "files" does it consist of? How are they related?	
Installation		
40	Is a validation test suite or diagnostic available to validate that the application software is operating correctly and in a secure configuration following installation? If so, how is it obtained?	
41	What training programs, if any, are available or provided through the supplier for the software? Do you offer certification programs for software integrators? Do you offer training materials, books, computer-based training, online educational forums, or sponsor conferences related to the software?	
Assurance Claims and Evidence		

#	Question	Comments
42	How has the software been measured/assessed for its resistance to identified, relevant attack patterns? Are Common Vulnerabilities & Exposures (CVE®) or Common Weakness Enumerations (CWEs) used? How have the findings been mitigated?	
43	Has the software been evaluated against the Common Criteria, FIPS 140-2, or other formal evaluation process? If the CC, what evaluation assurance level (EAL) was achieved? If the product claims conformance to a protection profile, which one(s)? Are the security target and evaluation report available?	
44	Are static or dynamic software security analysis tools used to identify weaknesses in the software that can lead to exploitable vulnerabilities? If yes, which tools are used? What classes of weaknesses are covered? When in the SDLC are these scans performed? Are SwA experts involved in the analysis of the scan results?	
45	Does the software contain third-party developed components? If yes, are those components scanned by a static code analysis tool?	
46	Has the product undergone any penetration testing? When? By whom? Are the test reports available under a nondisclosure agreement? How have the findings been mitigated?	
47	Are there current publicly-known vulnerabilities in the software (e.g., an unrepaired CWE entry)?	
Support		
48	Is there a Support Lifecycle Policy within the organization for the software in question? Does it outline and establish a consistent and predictable support timeline?	
49	How will patches and/or Service Packs be distributed to the Acquirer?	
50	What services does the help desk, support center, or (if applicable) online support system offer?	

#	Question	Comments
Software Change Management		
51	How extensively are patches and Service Packs tested before they are released?	
52	Can patches and Service Packs be uninstalled? Are the procedures for uninstalling a patch or Service Pack automated or manual?	
53	Will configuration changes (if needed for the installation to be completed) be reset to what was there before the patch was applied in cases where the change was not made explicitly to close a vulnerability?	
54	How are reports of defects, vulnerabilities, and security incidents involving the software collected, tracked, and prioritized?	
55	Do you determine relative severity of defects and does that drive other things like how fast you fix issues?	
56	What are your policies and practices for reviewing design and architecture security impacts in relation to deploying patches?	
57	Are your version control and configuration management policies and procedures the same throughout your entire organization and for all your products? How are they enforced? Are third-party developers contractually required to follow these policies and procedures?	
58	What policies and processes does your company use to verify that software components do not contain unintended, "dead," or malicious code? What tools are used?	
59	How is the software provenance verified (e.g. any checksums or signatures)?	
Timeliness of Vulnerability Mitigation		
60	Does your company have a vulnerability management and reporting policy? Is it available for review?	
61	Does your company publish a security section on its Web site? If so, do security researchers have the ability to report security issues?	

#	Question	Comments
Security "Track Record"		
62	Does your company have an executive-level officer responsible for the security of your company's software products and/or processes?	
Financial History and Status		
63	Has your company ever filed for Recompany under U.S. Code Chapter 11? If so, please provide dates for each incident and describe the outcome.	
64	Does your company have policies and procedures for periodically reviewing the financial health of the third-party entities with which it contracts for software development, maintenance, or support services?	
65	Does your company have established policies and procedures for dealing with the contractual obligations of third-party developers that go out of business?	

APPENDIX E – Glossary of Key Terms

Addendum: Refers to an item that is added or is to be added.

Agency: State agency or agency means any state agency, board, or commission other than (insert institutions applicable to this), the courts, the Legislature, or any officer or agency established by the Constitution of South Dakota.

Agent: A person authorized by a superior or organization to act on their behalf.

Amendment: An amendment is a written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for specific use.

Award: All purchases, leases, or contracts which are based on competitive proposal will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractor's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bidder: Organization or Agency offering services or completing work in exchange for monetary payment for applicable services rendered.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Calendar Day: Every individual day shown on a calendar. Under this definition, Saturday, Sunday, and Holidays are included.

Collusion: An agreement or cooperation, in a surreptitious manner, between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: 1) Any information that is available to an employee due only to the status of the being a public employee and is not a matter of public knowledge or available on request.

Contract: A written, legally binding agreement between two or more persons to perform a specific service or services.

Contractor: A person or entity with a formal contract to do a specific job, supplying labor and materials and providing and overseeing staff if needed.

Contract for Services: Contract for services means any contract that directly engages the time or effort of an independent contractor whose sole purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, good, equipment, or material.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

Crosswalk: To change codes from one coding system to another.

Dakota STEP (Dakota Student Test for Educational Progress): the primary student assessment for accountability in public schools. The examination was designed to assess State content standards in Reading and Mathematics per No Child Left Behind requirements.

Default: The omission or failure to perform a contractual duty as outlined in the terms and requirements specified in this RFP.

Evaluation Committee: A committee or committee(s) appointed by the advising Agency and assists the procuring office in the evaluation of submitted proposals.

Evaluation of Proposal: The formal examination process of a proposal, after opening, to determine the bidder's responsibility, responsiveness to requirements, eligibility, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of South Dakota) for the allotment of additional time according to contract conditions. This is not to be confused with a contract renewal.

FERPA: Family Educational Rights and Privacy Act. A general explanation of FERPA is available at: <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

Handbooks: National Center for Education Statistics (NCES) publications with definitions of common data elements for students, staff, financial, and other entities.

Interoperability: The ability to use and exchange information. This term is usually associated with the exchange and use of information in a large heterogeneous network made up of smaller local area networks.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Local Education Agency (LEA): Another commonly used term for a public school district in the State of South Dakota.

Longitudinal Data System (LDS): A data system that collects and maintains detailed, high quality, student and staff level data; links these data across entities and over time, providing a complete academic and performance history for each student; and makes these data accessible through reporting and analysis tools.¹

Mandatory: Required, compulsory, or obligatory.

Must: Required, compulsory, or obligatory.

¹ National Forum on Education Statistics. (2010). *Traveling Through Time: The Forum Guide to Longitudinal Data Systems. Book One of Four: What is an LDS?* (NFES 2010-805). Washington, DC: National Center for Education Statistics, Institute of Education Sciences, U.S. Department of Education.

Opportunity Costs: Savings that may not result in dollars reduced from the budget, but do represent a real opportunity to redirect resources from the activity reduced to one that better coincides with the goals of the organization.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification for this Request for Proposal.

Proposal: The executed document submitted by an organization or vendor in response to a Request for Proposal.

Proposers: Potential contractors who submit proposals for consideration to the South Dakota Department of Education in response to the RFP.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished and other information which if released would give advantage to business competitors and serve no public purpose.

Protest: A formal complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to Material Division or another designated agency with the intention of achieving a remedial result.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for, or on the behalf of, another.

Request for Proposal: All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Requirements Specification: An analysis of the best SD – STARS for South Dakota with descriptions of requirements, costs, and benefits that will be a basis for an RFP if accepted and funded by the South Dakota Department of Education and the South Dakota Legislature.

School Type: South Dakota Schools are specified by the types listed below:

Public School District- Any territory organized for the express purpose of operating not less than a thirteen-year school program and governed by an elected school board is defined to be a school district. It may sue and be sued, contract and be contracted with, purchase, hold, and use personal and real property for school purposes, and sell and dispose of the same.²

Non-Public School Systems- This term applies to all private, parochial, and independent schools which provide education to children of compulsory school age.

Tribal/Bureau of Indian Education Schools- BIA funded schools that primarily offer education services to members of federally recognized American Indian Tribes. Curriculum focuses on the educational, spiritual, and mental faculties of those enrolled.

² SD. Code. Ann Education § 13-5-1

Cooperative/Multi-District- An educational entity designed to provide career and technical education and academic courses that prepare youth for a wide range of careers that require varying levels of education³

Special Population Schools- An educational entity designed to provide educational and rehabilitative, counseling, and shelter services to those in need.

Community Based Service Providers- An entity that offers a wide range of non-institutional services, including supportive, health and personal care, which help people who need assistance in maintaining maximum independent functioning.

State Special Schools- Entities offering both rehabilitative and educational services to those who are placed in the school (i.e., SD School For the Blind or Visually Impaired, SD State Treatment and Rehabilitation)

Alternative Programs- This refers to entities that offer educational and treatment/rehabilitative services for at-risk youth.

Shall: Denotes the imperative, required, compulsory or obligatory

Schools Interoperability Framework (SIF): Standards for the exchange of education data across software applications.

Student Information System (SIMS): A transactional application for schools that includes functions such as scheduling, grade reporting, and attendance accounting. Software: shall mean the object code version of computer programs licensed pursuant to the contract. Software also means the source code version, where provided by the Consultant. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is *not* included in this definition of “software.” Software includes all prior, current, and future versions of the software and all maintenance updates and error corrections.

Solicitation: The process of notifying prospective bidders or proposing entity that the State of South Dakota wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of the mentioned.

State: shall mean the state of South Dakota.

South Dakota Department of Education (SDDOE): A constitutional agency of the state of South Dakota responsible for State level policy guidance and support of South Dakota School Districts. The terms “State of South Dakota,” “State,” and “South Dakota Department of Education” are used in synonymy throughout this document.

South Dakota Bureau of Information and Telecommunications (SD BIT or BIT): State organization that oversees the development and implementation of a project or related to information technology.

South Dakota Student Teacher Accountability Reporting System (SD – STARS): A robust, efficient, reliable, and user-friendly longitudinal P-20 data system that supports analysis and informed decision making focused on improving student/teacher performance and ensures timely and accurate reporting.

³ SD. Code. Ann Education § 13-39-1.2.6

Subcontractor: shall mean one not in the employment of Consultant, who is performing all or part of the business activities under the resulting Contract under a separate agreement and/or contract with Consultant. The term “subcontractor” means Subcontractor(s) of any tier.

Technical Support: shall mean FAQ, help desk assistance, phone assistance or any type of support to help or assist users with the proper use of the product or other related software. This includes help with installing, technical issues and troubleshooting, including resolving error codes reported by users.

Termination: Occurs when either party pursuant to a power created by agreement or law effectively puts an end to the contract. On “termination” all obligations which are still executory on both sides are discharged, however, any right based prior to breach or performance still survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Unique Student Identifier: A single alphanumeric number that identifies an individual student. This distinct number is used once and follows a student throughout their educational career.

Unique Staff Identifier: A single alphanumeric number that identifies an individual staff member. This distinct number is used once and follows a staff member throughout the duration of their tenure.

Vendor: An entity or representative on behalf of, that markets or sells a product for relevant and applicable use.

Appendix G: Proposal Cost Model

COST MODEL INSTRUCTIONS

IDENTIFY ALL COSTS (LINE ITEM) INCLUDING EXPENSES TO BE CHARGED FOR PERFORMING THE SERVICES NECESSARY TO ACCOMPLISH ALL THE OBJECTIVES OF THE RFP. THIS FORM SHOULD BE USED TO SUBMIT A FULLY DETAILED BUDGET INCLUDING STAFF COSTS, ADMINISTRATIVE COSTS, TRAVEL COSTS, AND OTHER EXPENSES NUMBER TO ACCOMPLISH THE TASKS AND TO PRODUCE THE DELIVERABLES. INCLUDE TAXES AND SHIPPING/HANDLING WHERE APPROPRIATE.

CONSULTANTS ARE REQUIRED TO COLLECT AND PAY SOUTH DAKOTA STATE SALES TAX, IF APPLICABLE.

ENTER ALL ITEMS INCLUDED IN THIS PROPOSAL. IF THERE IS NO CHARGE FOR A LINE ITEM, NOTE \$0.00 IN TOTAL PRICE COLUMN.

*PROVIDE A PLAN AND COSTS OF ONGOING MAINTENANCE AND UPDATES FOR ANY PRODUCTS. COSTS FOR SUBCONTRACTORS ARE TO BE BROKEN OUT SEPARATELY. PLEASE NOTE IF ANY SUBCONTRACTORS ARE CERTIFIED BY THE OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES. THIS FORM CAN BE REPRODUCED TO ALLOW THE RESPONDING CONSULTANT THE ABILITY TO INCLUDE ALL COST ELEMENTS. ADDITIONAL TABLES CAN BE ADDED. ALSO INCLUDE THEM IN THE TABLE FOR **TOTAL COSTS** AT THE END OF THIS FORM.*

LIST EACH EXPENSE CATEGORY IN SEPARATE SECTIONS. INCLUDE SECTIONS FOR HARDWARE, SOFTWARE, SUPPLIES, TRAVEL, ETC. AS NECESSARY TO ADDRESS ALL COSTS ASSOCIATED WITH YOUR PROPOSAL.

HARDWARE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
SUB-TOTAL				

SOFTWARE

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

MAINTENANCE AND SUPPORT

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

EXPANSIONARY COSTS

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

INSTALLATION

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>

SUB-TOTAL				

VENDOR STAFFING

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

SUB-CONTRACTORS

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

TRAINING

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

TRAINING MATERIALS

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

DOCUMENTATION

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

TRAVEL

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
SUB-TOTAL				

MISCELLANEOUS

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>

SUB-TOTAL				

TOTAL COST PROPOSAL EXPENSE:	COST:
HARDWARE	
SOFTWARE	
MAINTENANCE AND SUPPORT	
EXPANSIONARY COSTS	
INSTALLATION	
VENDOR STAFFING	
SUB-CONTRACTORS	
TRAINING	
TRAINING MATERIALS	
DOCUMENTATION	
TRAVEL	
MISCELLANEOUS	
TOTAL COST PROPOSED:	