

South Dakota Board of Regents
Regental Network and Security Group

IT Security Assessment

PROPOSALS ARE DUE NO LATER THAN December 7, 2023

RFP #: USD 11072023 State POC: Chris Phillips EMAIL: chris.phillips@usd.edu

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

Addendum #1: The Proposal Submission Date and Award Date in section 1.3 have both been updated with the correct dates. Section 1.4 has been modified to offer additional information regarding emailing the proposal.

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

As part of the South Dakota Board of Regents's (SDBOR) continuous risk management program, the SDBOR is seeking a security vendor to perform a security assessment of the network and security practices for the South Dakota Board of Regents (SDBOR) and all the universities governed by the Board. Those universities include: The University of South Dakota (USD), South Dakota State University (SDSU), Dakota State University (DSU), Black Hills State University (BHSU), South Dakota School of Mines and Technology (SDSMT), and Northern State University (NSU).

The primary objectives of this security assessment are as follows:

- a. Identify Vulnerabilities: Identify and assess vulnerabilities in our organization's information systems, network infrastructure, and physical security measures.
- b. Evaluate Compliance: Evaluate the organization's compliance with relevant industry standards, regulations, and best practices (e.g., NIST Cybersecurity Framework, GLBA).
- c. Assess Security Controls: Assess the effectiveness of existing security controls, policies, and procedures.
- d. Risk Assessment: Conduct a risk assessment to determine the potential impact of identified vulnerabilities and recommend risk mitigation strategies.
- e. Security Awareness: Evaluate the organization's security awareness program and provide recommendations for improvement.
- f. Physical Security: Assess the physical security measures in place, including access control, surveillance, and environmental controls.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBERC

The USD Purchasing Office is the issuing office for this document and all subsequent addenda relating to it, on behalf of the South Dakota Board of Regents. The reference number for the transaction is RFP #USD 11072023. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	11
Offeror Questions Due	November 15, 2023
Responses to Offeror Questions	November 20, 2023
Proposal Submission	December 7, 2023
Anticipated Award Decision/Contract Negotiation	December 14, 2023

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the USD Purchasing Office by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Addendum #1: The Proposal Submission Date and Award Date in section 1.3 have both been updated with the correct dates. Section 1.4 has been modified to offer additional information regarding emailing the proposal.

All proposals must be signed by an officer of the responder, legally authorized to bind the responder to the proposal. Proposals that are not properly signed may be rejected. **Proposals should be emailed to the address below with the proposal number in the subject line:**

REQUEST FOR PROPOSAL #: USD 11072023

PROPOSAL DUE: 12/7/2023

STATE POC: Chris Phillips; chris.phillips@usd.edu

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

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

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

1.6 NON-DISCRIMINATION STATEMENT

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

1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial

treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

1.11 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Chris Phillips at chris.phillips@usd.edu with the subject line "RFP #USD 11072023".

The USD Purchasing Office will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.12 PROPRIETARY INFORMATION

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

1.13 LENGTH OF CONTRACT

Contract shall commence upon execution of the Agreement and shall end upon completion of services.

1.14 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.15 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$_____. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.6** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

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B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

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

D. Worker's Compensation Insurance:

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

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

- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.
- Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

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

3.0 SCOPE OF WORK

Addendum #1: The Proposal Submission Date and Award Date in section 1.3 have both been updated with the correct dates. Section 1.4 has been modified to offer additional information regarding emailing the proposal.

The purpose of this RFP is to solicit proposals from qualified vendors to assess the security posture of the SDBOR system and provide recommendations to enhance our security measures. The selected vendor will be responsible for conducting a thorough assessment and delivering a detailed report with findings and recommendations.

The selected vendor shall perform the following tasks as part of this security assessment:

3.1 Pre-assessment Planning:

- 3.1.1 Review of existing security policies, procedures, and documentation for all 6 universities and Board of Regents. Current documentation will vary across all organizations within the system.
- 3.1.2 Initial meeting with the Board of Regent's for system-wide objectives and each participating organization's designated point of contact to clarify project objectives, timelines, and logistics.

3.2 Security Assessment:

- 3.2.1 Vulnerability assessment, including but not limited to penetration testing, vulnerability scanning, and security assessments of applications and systems.
 - 3.2.1.1 Externally facing applications and penetration testing will be prioritized.
 - 3.2.1.2 Additional options for internal vulnerability, assumed breach, and penetration testing would be considered based on interpreted value and costs.
 - 3.2.1.3 Scope of external penetration testing environment:
 - 3.2.1.3.1 Compliance Frameworks: GLBA, HIPAA, Cyber Insurance
 - 3.2.1.3.2 Services/Ports: Including but not limited to DNS, HTTP, HTTPS, FTP, SMTP, SSH, and 8433/TCP.
 - 3.2.1.3.3 Security and Network Devices: Network firewalls, load balancers, WAFs
 - 3.2.1.3.4 We do have the ability to whitelist scanning IP addresses for more detailed results and findings.
 - 3.2.1.3.5 External Scope by institution:

Institution	IP/Subnets	Active Hosts
BOR/RIS	151.159.222.0/22 206.176.18.0/24 206.176.16.64/26 206.176.16.128/26 206.176.0.128/28 206.176.50.0/25	49 targets
USD	Apps, Internal, Med School VLAN, Dental Hygeine VLAN, Communication Disorders VLAN, Counseling VLANs.	350 targets
SDSU	137.216.0.0/16	75 targets
NSU	206.17.20.0/24 206.176.54.0/24	9 targets
SDSMT	151.159.1.0/24 151.159.3.0/24 151.159.14.0/24 151.159.90.0/24 151.159.100.0/24 151.159.252.6 SDSMT also utilizes IPv6 – No endpoints are just IPv6	123 Targets

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	2607:f558:1000:6:32 2607:f558:1000:b::/64 2607:f558:1000:f::/64 2607:f558:1000:12::/64 2607:f558:100a:2::/64	
BHSU	206.176.19.0/24 206.176.22.0/23 206.176.24.0/22 206.176.39.0/24 206.176.40.0/23 206.176.42.0/24 206.176.44.0/24	12 targets – all within the two highlighted
DSU	138.247.0.0/16	62 targets

- 3.2.2 Review of network architecture, configuration, and firewall rules.
- 3.2.3 Evaluation of access control mechanisms and user privilege management.
- 3.2.4 Assessment of incident response and disaster recovery plans.
- 3.2.5 Third party and vendor management practices and reviews for security best practices.
- 3.2.6 Physical security assessment, including site visits and evaluations.
 - 3.2.6.1 While interviews and pre-assessment planning can occur remotely, the security assessments should include an on-site review process.
- 3.2.7 Review of security awareness training materials and programs.
- 3.2.8 Examine risk assessment and risk management practices and ensure they comply with GLBA Safeguard Rule requirements.
 - 3.2.8.1 Recent changes by the FTC to the SafeGuards Rule require financial institutions and universities that participate in the federal student aid program via Title IV, to establish a process of regular risk assessments. The assessment should include elements like the following:
 - Information value determination
 - Asset prioritization and value determination
 - Identify threats to the organization
 - Identify vulnerabilities
 - Review of existing controls and recommendations for improvements
 - Determine the likelihood and impact of different scenarios
 - Prioritization of risk based on cost of prevention vs. value of information/assets
- 3.2.9 Any additional security controls and assessment categories contained within the NIST security and privacy frameworks, or an equivalent used by a participating organization, should be included in the assessment.
- 3.2.10 A focus on compliance requirements associated with GLBA, HIPAA, and FERPA with any gaps identified. PCI assessments are already conducted outside of this security assessment and should not be in scope.
- 3.2.11 Perform a ransomware specific risk assessment and provide recommendations for the system to address to better position ourselves to prevent, limit, and recover from a ransomware event.

3.3 Documentation:

- 3.3.1 Prepare a comprehensive report detailing the findings of the assessment, including identified vulnerabilities, compliance gaps, and security control effectiveness.
 - 3.3.1.1 Provide recommendations for remedial measures to address such findings.
- 3.3.2 Provide a risk assessment and recommendations for ongoing risk mitigation.
 - 3.3.2.1 Understanding that a risk assessment process is an ongoing organizational process, the selected vendor should review existing risk assessment processes and documentation for each participating organization and provide a plan to incorporate the security assessment's findings and mitigation recommendations.

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- 3.3.3 Deliver a clear and actionable executive summary for organizational leadership.
- 3.3.4 Document all testing methodologies, tools, and procedures used during the assessment.

3.4 Presentation:

- 3.4.1 Present the findings and recommendations to the organization's stakeholders in a clear and understandable manner in written form. The possibility for a full presentation to the selection committee may be considered following an initial review of the written proposals.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 All responses to this RFP shall be submitted via email to Chris Phillips at chris.phillips@usd.edu
 - 5.1.1 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

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5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

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

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

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

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

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

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Availability to the project locale;
- 6.1.5 Familiarity with the project locale;
- 6.1.6 Proposed project management techniques; and
- 6.1.7 Ability and proven history in handling special project constraints.
- 6.1.8 How well the assessment's style and baseline frameworks align with objectives.
- 6.1.8 Depth of the assessment, including analyzed section/categories and their alignment to the BOR system's needs.
- 6.1.9 Examples of expected deliverables upon completion of the assessment.
- 6.1.10 Network and application penetration services and options.
- 6.1.11 Assessment timeframes and scheduling.
- 6.1.12 Potential a-la-cart style options providing value to the process.

6.1.13 Cost analysis.

6.1.14 References from previous customers.

- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
- 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

A cost proposal should cover all requested services covered in section 3 of this document. Additional breakdowns of cost should include:

- A breakdown of cost by the 7 entities involved, knowing the SDSU and USD typically have larger environments to evaluate.
- Add-on compliance review options for deeper dives on GLBA, HIPAA, and FERPA.
- Penetration testing cost broken out based on the scoping documentation provided.
 - External penetration testing will be prioritized, but costs for additional penetration testing of the network and applications, along with ability to laterally move within the environments in a breached scenario, will also be reviewed.
- On-site assessment costs versus remote assessment options, including estimated travel costs.
- A la carte options for additional assessment services for evaluation.
- Any additional costs associated with a ransomware specific evaluation.