

STATE OF SOUTH DAKOTA
Department of Health Office of Vital Records
221 W Capitol Ave
Pierre SD 57501

South Dakota Electronic Vital Records and Screening System

PROPOSALS ARE DUE NO LATER THAN 03/01/2024 5pm CST

RFP #: 24-0903008-004

BUYER: South Dakota Department of Health Office of Vital Records
EMAIL: Shawna.Flax@state.sd.us

READ CAREFULLY

FIRM NAME: South Dakota Department of Health Office of Vital Records

AUTHORIZED SIGNATURE:

ADDRESS: 221 W Capitol Ave

TYPE OR PRINT NAME: Shawna Flax

CITY/STATE: Pierre, SD

TELEPHONE NO: (605)773.4071

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E-MAIL: Shawna.Flax@state.sd.us

PRIMARY CONTACT INFORMATION

CONTACT NAME: Shawna Flax

TELEPHONE NO: (605)773.4071

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E-MAIL: Shawna.Flax@state.sd.us

1 GENERAL INFORMATION

1.1 BIT STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State of South Dakota's (the "State") standard I/T contract terms listed in Appendix A, along with any additional contract terms as negotiated by the parties. As part of the negotiation process the contract terms listed in Appendix A may be altered or deleted. The offeror must indicate in its response any issues it has with specific contract terms. If the offeror does not indicate that there are any issues with any contract terms, then the State will assume those terms are acceptable to the offeror. There is also a list of technical questions, Security and Vendor Questions which is attached as Appendix B, the offeror must complete. These questions may be used in the proposal evaluation. It is preferred that the offeror's response to these questions is provided as a separate document from the RFP response. If the offeror will be hosting the solution, the file name must be "(Your Name) Hosted Security and Vendor Questions Response". If the solution will be hosted by the State, the file must be named "(Your Name) Security and Vendor Questions Response State Hosted". If the solution is not a hosted solution, the file name must be "(Your Name) Security and Vendor Questions Response". If there are multiple non-hosted solutions, please provide some designation in the file name that indicates which proposal it goes to. This document cannot be a scanned document but must be an original. If the offeror elects to make the Security and Vendor Questions part of its response, the questions must be clearly indicated in the proposal's Table of Contents. A single numbering system must be used throughout the proposal.

1.2 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

1.2.1 Background:

South Dakota Department of Health (SD DOH) Office of Vital Records requires a fully functional and operational web-based vital records registration and issuance system that directly aligns with state and federal guidelines to collect vital records statistical data and other data points needed for federal reporting and evaluation purposes. The requested system should have the capability be integrated with other public health data infrastructure, such as the Health Information Exchange (HIE) and MAVEN data surveillance system. The requested system should have capability to be integrated with online ordering solutions such as VitalChek. SD DOH is currently under contract with another vendor that expires 05/31/2025.

The vendor provided system must allow for the ability to export and/or exchange data in a variety of standard formats (e.g., xls, csv, xml, txt, rft, pdf, IJE, and HL7) and support HL7 and FHIR (Fast Healthcare Interoperability Resources) as a conduit for data required in the bidirectional exchange of data between state-run programs, Vital Records offices and the US Center for Disease Control and Prevention (CDC)/National Center for Health Statistics (NCHS) and Social Security Administration (SSA).

The Vital Records registration and issuance system must provide the ability to be compatible with the current version of the following industry standard browsers: Chrome, Mozilla Firefox, Microsoft Edge and Safari. This should be applicable to all levels of users. South Dakota currently has over 2,000 end users.

End users include (but are not limited to):

- Hospital Health Information Management staff
- County Register of Deeds
- Physicians
- Funeral Directors
- Coroners
- Metabolic
- Hearing

1.2.2 Goals and Objectives:

The system, at a minimum, must contain the following functionality, operate per Federal regulations and State statute operated through the South Dakota Office of Vital Records and adhere to the Office of Vital Records budget for this system.

- Provide a fully functional and operational COTS, web-based vital records registration and issuance system
- Directly align with State and Federal guidelines to collect vital statistic data and other data points needed for federal reporting and evaluation purposes
- Provide the ability to securely interface/communicate with various state agency systems for sharing HIPAA related data utilizing FHIR-based APIs
- Provide the ability to view and report real time data at statewide and local program level
- Provide access securely via Windows desktop, laptop, or tablet each running the current version of their appropriate operating systems
- Provide the ability to produce and consume CSV and XML files, provide and utilize secure web services, and provide role-based control over user permissions.

1.2.3 Description of Components or Phases:

The selected vendor must employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP. The selected vendor shall adjust the project management approach or project schedules, as necessary, to collaborate with the Department in order to successfully execute the project.

1.2.4 Scope of Components or Phases:

The selected vendor shall develop and maintain a Project Management Plan (PMP no later than 30 working days following the contract start date). The purpose of the Project Management Plan is to provide a comprehensive baseline of what needs to be achieved by the project, how it is to be achieved, who will be involved, how it will be reported and measured and how information will be communicated with the project. It will serve as a reference for decision and clarifications. All relevant project plans including but not limited to the Communication Plan, Change Management Plan, Staffing Management Plan, Quality Management Plan, Risk Management Plan, Issue Management Plan, Technical Review, Conversion Plan and the Work Breakdown Structure are incorporated into the Project Management Plan. It is a living

document that evolves as the project progresses and is updated with the latest relevant information as required. The Project Management Plan may be broken into separate documents, but all documents will be considered sections of the Project Management Plan.

1.3 ISSUING OFFICE AND RFP REFERENCE NUMBER

The SD DOH Office of Vital Records is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Health, Office of Vital Records. The reference number for the transaction is RFP# 24-0903008-004. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.4 LETTER OF INTENT

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

The letter of intent must be received by the South Dakota Department of Health no later than 01/22/2024 at 5pm CST. Please email letters of intent to Shawna.Flax@state.sd.us with the RFP Number in the subject line.

1.5 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	01/02/2024
Letter of Intent to Respond Due (If required)	01/22/2024 5pm CST
Deadline for Submission of Written Inquiries	02/05/2024 5pm CST
Responses to offeror Questions	02/19/2024 5pm CST
Proposal Submission	03/01/2024 5pm CST
Evaluation of Proposals to Determine Short List (If required)	03/15/2024 5pm CST
Technical Review	03/22/2024 5pm CST
Demonstrations and presentations (if required)	04/01/2024
Anticipated Award Decision/Contract Negotiation	05/01/2024

1.6 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the South Dakota Department of Health by the date and time indicated in the Schedule of Activities.

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

The State will accept electronic proposals via email at Shawna.Flax@state.sd.us. Electronic proposals should be sent encrypted and less than 20 MB.

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

REQUEST FOR PROPOSAL # 24-0903008-004 PROPOSAL TITLE South Dakota Electronic Vital Records and Screening System

PROPOSAL DUE: 03/01/2024 5pm CST

BUYER South Dakota Department of Health Office of Vital Records

Attention: Shawna Flax

Address: 221 W Capitol Ave

Pierre SD 57501

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.

1.7 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 offeror shall attach an explanation to its offer.

1.8 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.

1.9 RESTRICTION OF BOYCOTT OF ISRAEL

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

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the

bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.10 RESTICTION OF 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 a prohibited 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.

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.

1.11 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.

1.12 OFFEROR INQUIRIES

All written questions should be sent to: Shawna.Flux@state.sd.us only emailed questions will be accepted.

Each offeror may submit questions via email concerning this RFP to obtain clarification of requirements. No questions will be accepted after the date and time indicated in the above schedule of activities. Email questions to the email address listed above with the subject line "RFP# 24-0903008-004. The questions and their answers will be sent to all offerors that submitted Letters of Intent, submitted questions, or requested the questions and answers via email before the proposal submittal date and will be sent by the date and time indicated in the above calendar of events. Offeror 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 that have not originated from the SD RFP Project Contact. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.13 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.

1.14 LENGTH OF CONTRACT

The contract will begin on 06/01/2025

The contract will end on 05/31/2028

The State will have the opportunity to renew the contract every 3 years. The extension(s) will not be automatic.

1.15 PRESENTATIONS/DEMONSTRATIONS

At its discretion, the State may require a presentation or demonstration by an offeror to clarify a proposal. However, the State may award a contract based on the initial proposals received without a presentation or demonstration by the offeror. If presentations or demonstrations are required, they will be scheduled after the submission of proposals. Presentations and demonstrations will be made at the offeror's expense.

1.16 DISCUSSIONS

At the State's discretion, the offeror may or may not be invited to have discussions with the

State. The discussions can be before or after the RFP has been submitted. Discussions will be made at the offeror's expense.

1.17 NEGOTIATIONS

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 component 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 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 start on 06/01/2025, and end on 05/31/2028, unless terminated sooner 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 chapter 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 million for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1 million.
- C. Business Automobile Liability Insurance:
The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1 million for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Workers' 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.
- 2.9** 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.
- 2.10** 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 affected 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.

- 2.11** 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.
- 2.12** 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.
- 2.13** 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.
- 2.14** 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.
- 2.15** 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.
- 2.16** 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.
- 2.17** 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.

- 2.18** Pursuant to South Dakota Executive Order 2023-02, by entering into this Agreement with the State of South Dakota, the Contractor certifies and warrants that the Contractor is not a prohibited 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.

The Contractor agrees that if this certification is false, the State may terminate this Agreement with no further liability to the State. The Contractor further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and the Contractor agrees such noncompliance may be grounds for contract termination.

- 2.19** 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 and to _____, 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.
- 2.20** 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.
- 2.21** 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 SCOPE OF WORK

South Dakota requires a registration and issuance system with HL7 and FHIR capabilities. Additional capability of vital events required including but not limited to:

- Birth
- Death
- Marriage
- Fetal Death
- Divorce
- Amendments
- Central Accounting System
- Work Queues
- Inventory
- Reporting and Documents
- Auditing and Logging

- Access management with customizable security features
- Ability to import and export data to analytic and reporting systems
- Deduplication of records
- Birth/Death matching
- Metabolic/Birth matching
- Scanning documents or images directly into the system
- Maintenance of development, test and production environments
- Project management methodology
- Track birth, fetal death, death, marriage and divorce events as well ancillary events such as infant hearing and metabolic screening.
- Support point of sale transactions for certificates.
- Support distributed data collection and certificate printing.
- Flexibility to configure certificate formats and printing options.

The selected vendor shall:

- Test and deploy solution.
- Create and provide training materials such as procedure manuals, etc.
- Provide maintenance and operations support including an onsite technical coordinator.
- Provide project management support.
- Have experience with similar work at a state or local health department in the United States
- Have functional understanding of the general process flows of vital records registration, issuance, modifications and reporting.

3.1 Hosting and Data Access Requirements

The contract doubles as an agreement for the State to own the data tables and is able to manipulate data, run reports as needed, pull code tables, access raw data, and develop dashboards as needed through Microsoft Power BI, ESRI, Tableau and associated platforms.

3.2 Single Sign-On Requirements

As part of the State's Identity and Access Management (IAM) strategy, the proposed solution will need to integrate with the State of South Dakota's standard identity management service single sign-on (SSO) which enables custom control of how citizens and state employees sign up, sign in, and manage their profiles.

The SSO supports two industry standard protocols: OpenID Connect and OAuth 2.0 (preferred). This identity management will handle password recovery. Multi-factor Authentication (MFA) is required for all application Administrators and may be required for other users. Microsoft's official documentation on the identity provider the State has implemented can be found at <https://docs.microsoft.com/en-us/azure/active-directory-b2c/> and <https://docs.microsoft.com/en-us/azure/active-directory-b2c/integrate-with-app-code-samples>.

If the offeror is not able to fulfill this identity management standard, they will be excluded from the list.

3.3 Interfaces and Integration

The offeror must describe how the system can adapt to business necessary interfaces using widely adopted open APIs and standards. Additionally, South Dakota Department of Health expects that the offeror will make available/expose software services and publish documentation for those software services that would enable third party developers to interface other business applications. A detailed description of system capability shall be included in the proposal.

4 PROJECT DELIVERABLES/APPROACH/METHODOLOGY

If the State will be hosting the solution the offeror will provide a system diagram. The diagram must be detailed enough that the State can understand the components, the system flow, and system requirements. It is preferred that the diagram be provided as a separate document or attachment. The file must be named “(Your Name) System Diagram and Requirements”. If the offeror elects to make the diagram part of the proposal, then the location of the diagram must be clearly indicated in the Table of Contents.

The offeror should state whether its proposed solution will operate in a virtualized environment. Offeror also should identify and describe all differences, restrictions or limitations of its proposed solution with respect to operation, licensing, support, certification, warranties, and any other details that may impact its proposed solution when hosted in a virtualized environment. This information must be included with the solution diagram for the offeror hosted solution.

This section identifies tasks and deliverables of the project as described in Section 3 above. The selected offeror is responsible for providing the required deliverables. These deliverables will be the basis against which the offeror’s performance will be evaluated.

The offeror is required to include a test system for its application. This test system will be used at the discretion of BIT. All resource costs associated with keeping the test system available must be borne by the project owner or the offeror. Any licensing costs for the test system must be included with the costs.

At BIT’s discretion, any code changes made by the offeror, either during this project or thereafter, will be placed in the above test system first. It is at BIT’s discretion if the code changes are applied by BIT or the offeror. If the code testing delays a project’s timeline, a change management process should be followed, and the State will not be charged for this project change. If the test and production systems are to be hosted by the State, the schedule for the testing of the code changes is to be decided by BIT. Testing of emergency code changes will be scheduled by BIT based on the severity and resource availability.

The test system will be maintained by the offeror as a mirror image of the production system code base. At BIT’s discretion, updates to the production system will be made by copying code from the

test system after the test system passes BIT certification requirements.

If BIT determines that the application must be shut down on the production system, for any reason, the offeror will, unless approved otherwise by BIT, diagnosis the problem on and make all fixes on the test system. The offeror is expected to provide proof, to BIT, of the actions taken to remediate the problem that led to the application being denied access to the production system before the application can go back into production. This proof can be required by BIT even if the fix passes all BIT certification criteria. BIT is willing to sign a non-disclosure agreement with the offeror if the offeror feels that revealing the fix will put the offeror's intellectual property at risk.

All hardware, website(s), or software purchased by the State and hosted by the State will be subjected to security scans by BIT.

Security scanning will be performed during the software development phase and during pre-production review. These scans and tests can be time consuming and should be allowed for in project planning documents and schedules. Products that do not meet BIT's security and performance requirements will not be allowed to go into production and may be barred from UAT until all issues are addressed to the State's satisfaction. The State urges the use of industry scanning/testing tools and secure development methods be employed to avoid unexpected costs and project delays. Costs to produce and deliver secure and reliable applications are the responsibility of the software entity producing or delivering an application to the State. Unless expressly indicated in writing, the State assumes all price estimates and bids are for the delivery and support of applications and systems that will pass security and performance testing. If the State determines the hardware, website(s), software, and or cloud services have security vulnerabilities that must be corrected, the State will inform the offeror of the nature of the issue and the offeror will be required to respond in writing regarding mitigation plans for the security vulnerabilities. If the product(s) does not pass the initial security scan, additional security scans may be required to reach an acceptable level of security. The offeror must pass a final follow-up security scan for the website(s), software or cloud services for the product(s) to be acceptable products to the State. The State may suspend or cancel payments for hardware, website(s), software, or cloud services that do not pass a final security scan.

Any website or web application hosted by the offeror that generates email cannot use "@state.sd.us" as the originating domain name per state security policy.

As part of this project, the offeror will provide a monitoring tool the State can utilize to monitor the operation of the proposed solution as well as all systems and all subcomponents and connections. It is required that this tool be easy to use and provide a dashboard of the health of the proposed solution. The effectiveness of this monitoring tool will be a component of the acceptance testing for this project.

As part of the project plan, the offeror will include development of an implementation plan that includes a back out component. Approval of the implementation plan by BIT should be a project milestone. Should the implementation encounter problems that cannot be resolved and the implementation cannot proceed to a successful conclusion, the back out plan will be implemented. The Implementation and back out documentation will be included in the project documentation.

The successful offeror will use the approved BIT processes and procedures when planning its project,

including BIT's change management process. Work with the respective agency's BIT Point of Contact on this form. The Change Management form is viewable only to BIT employees. The purpose of this form is to alert key stake holders (such as: Operations, Systems Support staff, Desktop Support staff, administrators, Help Desk personnel, client representatives, and others) of changes that will be occurring within state resources and systems to schedule the:

- Movement of individual source code from test to production for production systems
- Implementation of a new system
- A major enhancement to a current system or infrastructure changes that impact clients
- Upgrades to existing development platforms

If as part of the project the state will be acquiring software the proposal should clearly state if the software license is perpetual or a lease. If both are options, the proposal should clearly say so and state the costs of both items separately.

Include in your submission details on your:

- Data loss prevention methodology;
- Identity and access management;
- Security intelligence;
- Annual security training and awareness;
- Manual procedures and controls for security;
- Perimeter controls;
- Security certifications and audits.

If the offeror will have State data on its system(s) or on a third-party's system and the data cannot be sanitized at the end of the project, the offeror's proposal must indicate this and give the reason why the data cannot be sanitized as per the methods in NIST 800-88.

The offeror's solution cannot include any hardware or hardware components manufactured by Huawei Technologies Company or ZTE Corporation or any subsidiary or affiliate of such entities. This includes hardware going on the State's network as well as the offeror's network if the offeror's network is accessing the State's network or accessing State data. This includes Infrastructure as a Service, Platform as a Service or Software as a Service situations. Any company that is considered to be a security risk by the government of the United States under the International Emergency Economic Powers Act, in a United States appropriation bill, an Executive Order, or listed on the US Department of Commerce's Entity List will be included in this ban.

If the offeror's solution requires accounts allowing access to State systems, then the offeror must indicate the number of the offeror's staff or subcontractors that will require access, the level of access needed, and if these accounts will be used for remote access. These individuals will be required to use Multi-Factor Authentication (MFA). The State's costs in providing these accounts will be a consideration when assessing the cost of the offeror's solution. If the offeror later requires accounts that exceed the number of accounts that was originally indicated, the costs of those accounts will be borne by the offeror and not passed onto the State. All State security policies can be found in the Information Technology Security Policy (ITSP) attached to this RFP. The offeror should review the State's security policies regarding authorization, authentication, and, if relevant, remote access (See ITSP 230.67, 230.76, and 610.1). Use of Remote Access Devices (RAD) by contractors to

access the State's system must be requested when an account is requested. The offeror should be aware that access accounts given to non-state employees, Non-State (NS) accounts, will be disabled if not used within 90 days. A NS account will be deleted after Y days if it is not used.

Testing: If the software is being hosted on the state systems, regression testing, and integration testing is done by the contractor with assistance of BIT Development. If the software is being hosted on the state systems, functional testing is generally done by the contractor and the agency with assistance of BIT Development. If the software is being hosted on the state systems, performance testing and load testing is generally done by BIT Telecommunications division. If the contractor is hosting the software on its systems, regression testing, if relevant, integration testing, if relevant, functional testing, performance and load testing should be done by the contractor. The UAT is generally done by the contractor and the agency, whether the software is hosted on the State's or the contractor's systems. All testing is done in test environments either set up by the contractor or by BIT. All test results should meet the requirements of the agency before the software goes into production. For a software development project when the software is being customized, at a minimum, regression, integration, functional, and UAT tests must be done. If software is being developed fresh, at a minimum, integration, functional, and UAT tests must be done. How extensive the testing would be could vary with the criticality or complexity of an application. If you are unsure of the types of testing that should be done, bring the question up at the client planning meeting for the RFP. If performance and load tests are not done, then you are accepting the risk that your application may not perform as fast, do the amount of work you would like, or not operate under all the conditions you would want. Assuming no problems are found, you should plan on a minimum of three weeks for performance and load testing if done by BIT. There have been contractors on major projects that have had the attitude that if a project falls behind, the best way to make up the time is to reduce the testing, most commonly the performance and load testing. Be aware of the risks you run if this is proposed to you.

Regression Testing- Regression testing is the process of testing changes to computer programs to make sure that the older programming still works with the new changes.

Integration Testing- Integration testing is a software development process which program units are combined and tested as groups in multiple ways. In this context, a unit is defined as the smallest testable part of an application. Integration testing can expose problems with the interfaces among program components before trouble occurs in real-world program execution. Integration testing is also known as integration and testing (I&T).

Functional Testing- Functional testing is primarily used to verify that a piece of software is meeting the output requirements of the end-user or business. Typically, functional testing involves evaluating and comparing each software function with the business requirements. Software is tested by providing it with some related input so that the output can be evaluated to see how it conforms, relates or varies compared to its base requirements. Moreover, functional testing also checks the software for usability, such as ensuring that the navigational functions are working as required. Some functional testing techniques include smoke testing, white box testing, black box testing, and unit testing.

Performance Testing- Performance testing is the process of determining the speed or throughput of an application. This process can involve quantitative tests such as measuring the response time or the number of MIPS (millions of instructions per second) at which a system functions. Qualitative

attributes such as reliability, scalability and interoperability may also be evaluated. Performance testing is often done in conjunction with load testing.

Load Testing- Load testing is the process of determining the ability of an application to maintain a certain level of effectiveness under unfavorable conditions. The process can involve tests such as ramping up the number of users and transactions until the breaking point is reached or measuring the frequency of errors at your required load. The term also refers to qualitative evaluation of factors such as availability or resistance to denial-of-service (DoS) attacks. Load testing is often done in conjunction with the more general process of performance testing. Load testing is also known as stress testing.

User Acceptance Testing- User acceptance testing (UAT) is the last phase of the software testing process. During UAT, actual software users test the software to make sure it can handle required tasks in real-world scenarios, according to specifications. UAT is one of the final and critical software project procedures that must occur before newly developed or customized software is rolled out. UAT is also known as beta testing, application testing or end user testing. In some cases, UAT may include piloting of the software. Offerors shall provide adequate training to the State to ensure quality training to all end users utilizing the system and assist in creation and implementation of training manuals and resources.

The State, at its sole discretion, may consider a solution that does include all or any of these deliverables or consider deliverables not originally listed. An offeror **must** highlight any deliverable it does not meet and give any suggested “work-around” or future date that it **will** be able to provide the deliverable.

5 FORMAT OF SUBMISSION

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

Offerors 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 1.6 of this document.

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. The offeror should respond to each point in the Scope of Work and Deliverables in the order they were presented.

Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP or the evaluation 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 exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should email the buyer of record at Shawna.Flux@state.sd.us.

The offeror may be required to submit a copy of its most recent audited financial statements upon the State's request.

The proposal should be page numbered and should have an index or a table of contents referencing the appropriate page number. Each of the sections listed below should be tabbed.

Offerors are cautioned that use of the State Seal in any of their documents is illegal as per South Dakota Codified Law § 1-6-3.1. *Use of seal or facsimile without authorization prohibited--Violation as misdemeanor. No person may reproduce, duplicate, or otherwise use the official seal of the State of South Dakota, or its facsimile, adopted and described in §§ 1-6-1 and 1-6-2 for any for-profit, commercial purpose without specific authorization from the secretary of state. A violation of this section is a Class 1 misdemeanor.*

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.

Statement of Understanding of Project

Deliverables

Non-standard Software and/or Hardware

Project Management Plan

- Communication Plan
- Change Management Plan
- Staffing Management Plan
- Quality Management Plan
- Risk Management Plan
- Issue Management Plan
- Technical Review Plan
- Conversion Plan
- Work Breakdown Structure

System Diagram (If not a separate document)

Security and Vendor Questions (If not a separate document)

Response to the State's contract terms

Corporate Qualifications

Project Experience

Team Organization

Staffing

Costs (If not a separate document)

5.1 STATEMENT OF UNDERSTANDING OF PROJECT

To demonstrate your comprehension of the project, the offeror should summarize their understanding of what the work is and what the work will entail. This should include, but not be limited to, the offeror's understanding of the purpose and scope of the project, critical success factors and potential problems related to the project, and the offeror's understanding of the deliverables. The offeror should include their specialized expertise, capabilities, and

technical competence as demonstrated by the proposed approach and methodology to meet the project requirements. This section should be limited to no more than two pages.

5.2 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. Corporate resources available to perform the work, including any specialized services, within the specified time limits for the project
- N. Availability to the project locale
- O. Familiarity with the project locale
- P. Has your firm ever done business with other governmental agencies? If so, please provide references.
- Q. Has your firm ever done business with the State of South Dakota? If so, please provide references.
- R. 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 locations of the same approximant nature as the State where your application is in use along with contact names and numbers for those sites. The State of South Dakota has a consolidated IT

system. **Either** any references given should be from states with a consolidated IT system, to be acceptable **or** the reference should be a detailed explanation on how you will modify your work plan for a consolidated environment that you are unfamiliar with.

- S. Provide the reports of third-party security scans done at the end of the four projects you provided in your proposal response. If there are no audits of these projects then provide, unedited and un-redacted results of such security testing/scanning from third-party companies or tools that has been run within the past 90 days. The State will sign a non-disclosure agreement, as needed, and redaction of these scan reports can be done within the limits of the State's open records law.
- T. 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

5.3 RELEVANT PROJECT EXPERIENCE

Provide details about four recent projects that the offeror was awarded and then managed through to completion. Project examples should include sufficient detail so the agency fully understands the goal of the project; the dates (from start to finish) of the project; the offeror's scope of work for the project; the responsibilities of the offeror and subcontractors in the project; the complexity of the offeror's involvement in the project; deliverables provided by the offeror; the methodologies employed by the offeror; level and type of project management responsibilities of the offeror; changes that were made and request for changes that differed from the onset of the project; how changes to the project goals, offeror's scope of work, and deliverables were addressed or completed; price and cost data; quality of the work and the total of what the offeror accomplished in the project. 3 positive references from others Vital Records jurisdictions required.

- A. Client/Company Name
- B. Client Company Address, including City, State and Zip Code
- C. Client/Company Contacts(s)
Name
Title
Telephone Number
E-mail address
Fax Number
- D. Project Start Date
- E. Project Completion Date
- F. Project Description and Goals
- G. Offeror's Role in Project

- H. Offeror's responsibilities
- I. Offeror's Accomplishments
- J. Description of How Project Was Managed
- K. Description of Price and Cost Data from Project
- L. Description of special project constraints, if applicable
- M. Description of your ability and proven history in handling special project constraints
- N. Description of All Changes to the Original Plan or Contract That Were Requested
- O. Description of All Changes to the Original Plan or Contract That Offeror Completed
- P. Description of How Change Requests Were Addressed or Completed by Offeror
- Q. Was Project Completed in a Timeframe That Was According to the Original Plan or Contract? (If "No", provide explanation)
- R. Was Project Completed Within Original Proposed Budget? (If "No" provide explanation)
- S. Was there any Litigation or Adverse Contract Action regarding Contract Performance? (If "Yes" provide explanation)
- T. Feedback on Offeror's Work by Company/Client
- U. Offeror's Statement of Permission for the Department to Contact the Client/Company and for the Client's/Company's Contract(s) to Release Information to the Department

5.4 PROJECT PLAN

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

- Proposed project management techniques
- Number of offeror's staff needed
- Tasks to be performed (within phase as applicable)
- Number of hours each task will require
- Deliverables created by each task
- 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 (if applicable)

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

If, as part of this project, the offeror plans to set up or configure the software or hardware and

plans to do this outside of South Dakota, even in part, then the offeror needs to provide a complete and detailed project plan on how the offeror plans on migrating to the State's site. Failure to do this is sufficient grounds to disregard the submission, as it demonstrates that the offeror fundamentally does not understand the project. Providing a work plan for the steps above that is complete and detailed maybe sufficient.

5.5 DELIVERABLES

This section should constitute the major portion of the work to be performed. Provide a complete narrative detailing the assessment of the work to be performed, approach and methods to provide the requirements of this RFP, the offeror's ability to fulfill the requirements of this RFP, the offeror's approach, the resources necessary to fulfill the requirements, project management techniques, specialized services, availability to the project locale, familiarity with the project locale and a description of any options or alternatives proposed. This should demonstrate that the offeror understands the desired overall performance expectations. This response should identify each requirement being addressed as enumerated in section 8. 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.

5.6 NON-STANDARD HARDWARE AND SOFTWARE

State standard hardware and software should be utilized unless there is a reason not to. If your proposal will use non-standard hardware or software, you must first obtain State approval. If your proposal recommends using non-standard hardware or 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 or software requires use of the State's New Product Process. This process can be found through the Standards' page and must be performed by State employees. The costs of such non-standard hardware or software should be reflected in your cost proposal. The work plan should also account for the time needed to complete the New Product Process. See https://bit.sd.gov/bit?id=bit_standards_overview, for lists of the State's standards. The proposal should also include a link to your hardware and software specifications.

If non-standard hardware or software is used, the project plan and the costs stated in Section 7 must include service desk and field support, since BIT can only guarantee best effort support for standard hardware and software. If any software development may be required in the future, hourly development rates must be stated. The project plan must include the development and implementation of a disaster recovery plan since non-standard hardware and software will not be covered by the State's disaster recovery plan. This must also be reflected in the costs.

The offeror must complete the list of technical questions, Security and Vendor Questions which is attached as Appendix B. These questions and the offeror's responses may be used in the proposal evaluation.

5.7 Background Checks

The offeror must include the following statement in its proposal:

(Company name here) acknowledges and affirms that it understands that the (company name here) employees who have access to production Personally Identifiable Information (PII), data protected under the Family Educational Rights and Privacy Act (FERPA), Protected Health Information (PHI), Federal Tax Information (FTI), any information defined under state statute as confidential or have access to secure facilities will have fingerprint-based background checks. These background checks will be used to check the criminal history records of the State as well as the Federal Bureau of Investigation's records. (Company name here) acknowledges and affirms that this requirement will extend to include any Subcontractor's, Agents, Assigns and or Affiliated Entities employees.

6 COST PROPOSAL

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

The offeror must submit a statement in the Proposal that attests the offeror's willingness and ability to perform the work described in this RFP for the price being offered.

6.1 STAFFING

Name	Role	Total Hours on Project	Total Hours on Site	Hourly Rate	Total
				Total:	

6.2 TRAVEL AND EXPENDITURE TABLE

Name	Method of Travel	Cost per trip	Number of Trips	Total Cost
			Total:	

Name	Lodging Cost per night	Number of Nights	Lodging Cost	Per diem	Number of Days	Per diem Cost	Total Cost
Totals:							

NOTE: The State asks that vendors accept state per diem. Lodging and per diem rates can be found at <https://bhr.sd.gov/files/travelrates.pdf>.

6.3 OTHER COSTS

Show any other costs such as: software, hardware, ongoing costs, etc.

	One Time	Year 1	Year 2	Year 3	Totals
Hardware					
Software					
Maintenance					
License Fees					
Training					
Other...					
Totals					

6.4 ADDITIONAL WORK

The offeror may be expected to perform additional work as required by any of the State signatories to a contract. This work can be made a requirement by the State for allowing the application to go into production. This additional work will not be considered a project change chargeable to the State if it is for reasons of correcting security deficiencies, meeting the functional requirements established for the application, unsupported third-party technologies or excessive resource consumption. The cost for additional work should be included in your

proposal.

7 PROPOSAL EVALUATION AND AWARD PROCESS

- 7.1** 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:
- 7.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 7.1.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 7.1.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 7.1.4** Availability to the project locale;
 - 7.1.5** Familiarity with the project locale;
 - 7.1.6** Proposed project management techniques; and
 - 7.1.7** Ability and proven history in handling special project constraints
- 7.2** 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.
- 7.3** 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.
- 7.4** 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.
- 7.5 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.
- 7.5.1** 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 offeror. The agency may then negotiate with the next highest ranked offeror.

- 7.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.

8 BEST AND FINAL OFFERS

The State reserves the right to request best and final offers based on internal scoring factors. If so, the State will initiate the request for best and final offers; best and final offers may not be initiated by an offeror. Best and final offers may not be necessary if the State is satisfied with the proposals received.

If best and final offers are sought, the State will document which offerors will be notified and provide them opportunity to submit best and final offers. Requests for best and final offers will be sent stating any specific areas to be covered and the date and time in which the best and final offer must be returned. Conditions, terms, or price of the proposal may be altered or otherwise changed, provided the changes are within the scope of the request for proposals and instructions contained in the request for best and final offer. If an offeror does not submit a best and final offer or a notice of withdrawal, the offeror's previous proposal will be considered that offeror's best and final proposal. After best and final offers are received, final evaluations will be conducted.

9 SCANNING

The offeror acknowledges that the State will conduct a security and vulnerability scan as part of the review of the offeror's RFP. This scan will not include a penetration test. The State will use commercially available, industry standard tools to scan a non-production environment with non-production data at mutually agreeable times.

The offeror should fill in the information below and sign the form. The offeror's employee signing this form must have the authority to allow the State to do a security scan. If no security contact is given the State will assume that the State can scan at any time. **At the state's option, any RFP response that does not include a completed and signed form may be dropped from consideration. If there is State data protected by federal or state law or regulation or industry standard involved, the State is more likely to consider a security scan necessary for an RFP to be considered.** Except for State staff, the State will only provide scan information to the offeror's security contact. At the State's option, the State will conduct the scan at a location named by the offeror. The offeror can only request, not require, naming the scanning location. The State may consider a comprehensive, complete and recent risk assessment as satisfying the scanning requirement. If required, the State will sign a non-disclosure agreement before scanning or receiving the risk assessment.

Offeror's name: _____

Offeror's security contact's name: _____

Security contact's phone number: _____

Security contact's email address: _____

Web address URL or Product Name _____. The State will contact the security contact to arrange for a test log for scanning.

Offeror's employee acknowledging the right to scan:

Name (Print): _____

Title: _____

Date: _____

Signature: _____

Appendix A – Included I/T Contract Terms and Conditions

Adapt the BIT standard contract language

Appendix B – Security and Vendor Questions