Response to Inquiries

Q1: Is the goal to reproduce the system, plus desired improvements on a more robust base, or is the State interested in using a current software package that offers like features, but likely with a different user interface?

A1: We are open to solutions that include State-hosted, Vendor-hosted program from the ground up or an out of the box solution customized for the needs of South Dakota

Q2: Will the vendor need to be present in South Dakota for the meetings?

A2: Yes, the Vendor will need to be able to come to South Dakota if selected for demonstrations.

Q3: Can proposals be submitted via email?

A3: Yes, proposals can be submitted via email. This was not clear in the original draft of the RFP, but we are making an amendment to the RFP on sections 1.7 "SCHEDULE OF ACTIVITIES" and 1.8 "SUBMITTING YOUR PROPOSAL" to explain that proposals may be submitted electronically via email. If you do submit by email it will need to be in by 11:59 PM on January 20, 2017 and if you submit via email and mail a hardcopy that arrives at a later date, your email proposal will be considered the official proposal.

Q4: In the RFP it states that "If as part of this project the offeror plans to set-up or configure the software and/or hardware and plans to do this outside of South Dakota, even in part, then they need to provide a complete and detailed project plan on how the offeror plans on migrating to SD ATG's site." Is the vendor expected to migrate a Vendor hosted Solution to a State Hosted Solution?

A4: If it is a state hosted solution that will initially be set-up or configured off site, a migration plan on to state hardware will be required. If it is a Vendor Hosted Solution, this is not applicable.

Q5: In regard to the amendment to the RFP on Cooperative purchasing: Is the only product that another State can buy off of this Cooperative Purchasing agreement the exact product that is offered under this RFP to the State of South Dakota?

A5: The only products that would be available to the other states are the identical products that are on the South Dakota contract. Also, the awarded vendor has the option to extend the agreement to other states; it does not mandate that they have to.

Q6: Will the State of South Dakota be willing to extend the proposal due date in order to account for the standard industry shipping of 2-day prior to due date?

A6: No, the State will not extend the deadline. The Proposal may be submitted via email to RFP818ATG247@state.sd.us by no later than January 20th, 2017.

Q7: How many 24/7 locations across the State would need access to the software?

A7: The exact number will change as more agencies/courts become involved, but will include all 66 counties, all DOC sites and and all court sites(Court Service Officers).

Q8: How many law enforcement personnel would need a unique login into the site?

A8: This number varies throughout a year, but currently at approximately 400+.

Q9: How many state administrators would need a unique login into the site?

A9: 4

Q10: Is South Dakota looking for a custom build software solution or an off-the-shelf software product?

A10: SD ATG is open to either solution.

Q11: What is the preferred delivery model that South Dakota would like, state-hosted or vendor-hosted?

A11: SD ATG is open to either solution.

Q12: If a vendor has both a state-hosted and vendor hosted system, would they have to give a detailed response for both options?

A12: Offerors/vendors may submit a vendor-hosted and state-hosted solution, but they need to be separate proposals.

Q13: Appendix A - Clarification on item 2.2.1 or workflow pertaining to: Adding the Participant's account number adds the Participant to the new testing site.

A13: Only the enrolling site has access to the Participant's account and information. Participants are allowed to test at multiple testing sites. They are enrolled by the site (county) where they were placed on the program. At that point, only the enrolling site can access their account. If they need to test at other sites the other sites need a method to add them to their list of Participants so the other site can access the Participant's account to log tests, payments, etc.… Currently, the enrolling site contacts the new testing site and provides the new testing site with the Participants account number. 2.2.1 is how the new site adds a Participant from another enrolling testing site.

Q14: Appendix A – Clarification on item 2.15.2: Court Reason – Search by the reason placed on the program. Is this meant to be a free text field or dropdown of commonly defined court reasons?

A14: Drop down only of court reasons the AG will provide to the vendor. Also, will need the ability to add or remove reasons. Administrators of the site should have the ability of adding/removing reasons from the dropdown menu. Normal users of the site should not have the ability to add/remove or edit any dropdown menus.

Q15: Appendix A – Detailed description of item 4.25 – Unique Participant ID number separate from the Account numbers. ID number would remain the same throughout 24/7 no matter how many accounts.

A15: For statistical and research purpose, Participants should have a unique ID number that will stay with them. In addition each time they are on the program they would have an identification number for each individual account – currently referred to as the Participant number.
Example: John Doe's ID number could be 001. The first time John is on the program he would have a Participant number. It can be a completely different number such as ABCD-1234 or a combination of his ID number 0001-1. The second time John is on the program he would keep his unique ID number 0001 but have a different identifier for the second account (ABCD-5678 or 0001-2) Both numbers (ID and Participant #) will show on all the Participant's accounts.

Q16: Appendix A – Item 4.38. All Data from current website transferred to new website. Is the expectation that data migration services will be required?

A16: It is absolutely necessary for all information in the current 24/7 Program to migrate to the new program. We don't want to rely on two sources of data on separate programs as this would negatively impact tracking of individuals, statistics and research.

Q17: Appendix A – Clarification on Item 5.19 Action Log Link.

A17: This is a log of all the "Behind the Scenes" actions such as posting daily fees, state fees, etc. Those items that are routinely done on a daily, weekly, monthly, annual basis. Only administrators need access to this information.

The Action Log only identifies SCRAM daily fees which post at a set time early every morning. All the fees are automatically posted by the program. PBT, PBT State Fee, UA, Drug Patch and Ignition Interlock fees post at the time of the action. There isn't a block anywhere for the User to add a fee. Only payments and refunds. 5.6 – Managing Testing Fees is only available to the administrator to change the automatic fees that are posted. If we are going to identify the fees that are automatically posted then we will need to list them out.

SCRAM:

Daily Fee - $6.00

Activation Fee - $40.00

Deactivation Fee - $40.00

PBT:

$1.00 per test

State PBT Fee:

$1.00 per day for the first 30 days of testing. After 30 days no Participation Fee is posted

UA:

$10.00 per test

Drug Patch:

$40.00 per patch.

Ignition Interlock Inspection:

Activation Fee - $40.00

Inspection Fee - $20.00 every 30 days.

Q18: Appendix A – What are the two columns titled "revised" and "name" referring two and why is there an "x" marked by a few of these?

A18: The "x" indicates changes that we would like added to the program that we currently do not have. If this "x" appears in the "revised" column it is not a feature in our current program. "Name" refers to the agency/person recommending the change to SD ATG. These are items we would like to see in the new program that is proposed.

Q19: Can companies outside the United States Apply?

A19: Yes

Q20: Can we perform the tasks related to the RFP outside the United Sates?

A20: It is not prohibited within the terms of our RFP, however we encourage any vendor responding to the RFP to carefully consider all evaluation criteria as well as the attached draft contract language. In specific reference to housing data within the United States, please refer to page 75, clause 12 and page 79, clause 26 of the draft I/T Contract Terms and Conditions attached to the RFP.

Q21: Can a list of vendors who responded with a letter of intent be sent out?

A21: A list of respondents who provided a Letter of Intent will not be disclosed, no information regarding the entities that have responded to this RFP will be disclosed until after a contract has been awarded.

Q22: Can a list of companies that participated in a site visit for the RFP be sent out?

A22: No information regarding the entities that have responded to this RFP will be disclosed until after a contract has been awarded.

Q23: Clarification: If the proposal is emailed on January 20th and hard copies are shipped out the same day, will the proposal be accepted if the hard copies arrive at a later day?

A23: Yes

Q24: Would the emailed copy qualify as section 1.7 "Secured location where SD ATG can access the electronic copy"?

A24: Yes

Q25: What needs aren't being met by the current 24/7 Sobriety software and what are the issues with the current solution?

A25: Our goal is to replace the current 24/7 program with a newer and more robust system that will fulfill our current and future needs. For specifics on what we would like changed or added to our current system needs please refer to Appendix A.

Q26: What is the expected annual budget for this project?

A26: We are open to all proposals at this time.

Q27: Can you confirm if this is a 6 month contract or if the dates listed need to be adjusted?

A27: Contract terms are negotiable in relation to the selected project solution. Our deadline to go live with the new system will be September 1, 2017.

Q28: Can you clarify the general meaning of the paragraph and specifically what "migrating to SD ATG's site" means?

A28: We are open to solutions that include State-hosted, Vendor-hosted program form the ground up or an out-of-the-box solution customized for the needs of South Dakota. If it is a State-hosted solution that will be built up on vendor equipment and then moved to State equipment, vendor must provide a migration plan.

Q29: Appendix B: 6.C. Business Automobile Liability Insurance - is this necessary for this RFP?

A29: Contract terms will be discussed and finalized during contract negotiations.

Q30: Can you clarify the need for resumes and your requirement for approving staffing changes?

A30: We are a law enforcement agency who handles confidential information. We reserve the right to approve or disapprove vendor staff access.

Q31: Clarification: Why would the State request the right to remove staff from the project for a Vendor-hosted solution?

A31: We are a law enforcement agency who handles confidential information. We reserve the right to approve or disapprove vendor staff access.

Q32: Are site visits mandatory?

A32: No, site visits are not mandatory.

Q33: The State Statue suggest that a daily participant fee is charged for Ignition Interlock Device (IID) and Transdermal Testing. Is this fee being collected and is it part of the software?

A33: User fees for Ignition Interlock are collected by the vendor. The only fees collected by the testing site for Ignition Interlock are the Activation fee ($40.00) and monthly inspection fee ($20.00)

Q34: Are there any rules on how the twice a day or once a day participation fee is collected from the participant?

A34: All fees, including the PBT Participation fee, can be collected up front or anytime during or after the testing.

Q35: Does the primary testing site and an alternate testing site both collect the participation fee?

A35: The PBT Participation fee is charged to the enrolling testing site. The rule is only the enrolling site can collect the PBT State Participation Fees. It should not be collected by any alternate testing site.

Q36: If the participant leaves the program prior to paying the entire participation fee, what should the action taken by the software be? If the participant paid the participation fee up front, but did not stay on the program for thirty days, is he/she due a refund?

A36: All unpaid fees are tracked by the current software (Appendix A -2.3 and 2.15). The enrolling site forwards the appropriate PBT Participation Fee to the AG. Example: If the participant was on the

program for 14 days then $14.00 is forwarded to the AG by the enrolling site. If the participant paid the enrolling site $30.00 up front the enrolling site is responsible for refunding the participant $16.00. Note: Currently all delinquent balances are shown in a bold red font with parenthesis (-$50.00) All positive balances are shown in a regular black font "$50.00". This should continue with the new software.

Q37: What is the expectation for data conversion and what are some of the attributes (size, number of records, number of objects)?

A37: There are currently 86 tables in the database and the files size of the entire database is currently 9.5GBs. In three of the main tables that includes participants, fees and test logs. There's a total of 10,315,861 records.

Q38: In reference to 4.0 Project Deliverables/Approach/Methodology Paragraph Six. Can the security scanning expectations be clarified?

A38: There is a list that is scanned for which is:

- Application Exception Handling
- Blind SQL Injection
- Check HTTP Methods
- Cookie Vulnerabilities
- Cross Frame Scripting
- Cross Site Scripting
- Directory Browsing
- DOM Based Cross Site Scripting
- File & Directory Discovery
- Form Caching
- Forms Submitted without using post
- HTML & JavaScript Comments
- Non-SSL Forms and Password fields
- Open Redirect
- Password AutoComplete
- SQL Disclosure
- SQL Error Message
- Web Server Vulnerabilities
- Cookie Listing
- Port Scanning, open ports
- Brute Forcing (authentication)
- Cross Site Flashing
- Frame Injection
- Credit Card Disclosure
- Document Caching
- Non-masked passwords

Q39: In reference to 4.0 Project Deliverables/Approach/Methodology Paragraph seven. What is the expectation for a back-out plan?

A39: If there is a problem with the software on our system we can uninstall it.

Q40: Clarification on 5.5.1. What is the need for architectural diagrams, system configurations, etc?

A40: A high level diagram etc. may help in the technical review it is hard to say without seeing the actual proposal. If there needs to be more details than is provided in the proposal, it will be requested.

Q41: Clarification on 5.5.4 on why the state must approve Offerer's software selection, including open source software.

A41: This does not apply if it is a vendor-hosted solution.

Q42: In reference to 5.5.5. What application software code is expected to be delivered to SD ATG if it is a vendor-hosted solution?

A42: This does not apply if it is a vendor-hosted solution.

Q43: In reference to 5.6: Non Standard Hardware and Software. If an application is hosted in a cloud environment, what is the need for standard hardware and software in a vendor-hosted solution?

A43: Very little of the standards will probably apply in reference to a vendor-hosted solution.

Q44: In reference to Appendix C Contract Exhibit B – Vendor-hosted proposal section 15. Paragraph 3 requires the security audits meet PCI DSS requirements, irrespective of PCI DSS data involved. Does this mean the audits will be performed by a QSA? Given the software neither stores credit card information nor processes credit card payments, what is the State's expectation of the Vendor software meeting PCI DSS requirements? For example, is a SAQ necessary? Is simply following the 12 recommended steps sufficient?

A44: The policy has changed since the contract was written; the PCI DSS standards and scan are no longer needed.

Q45: In reference to In reference to Appendix C Contract Exhibit B – Vendor-hosted proposal sections 16, 17,18 and 21. For solutions hosted via a cloud provider, physical access to on-site systems for inspections is unlikely to be provided. In this situation, what does State need to satisfy these requirements or are they waived?

A45: Contract terms are negotiable; however SD ATG would require explanation on how the vendor is meeting these requirements.

Q46: In reference to In reference to Appendix C Contract Exhibit B – Vendor-hosted proposal section 23: Host Network Security, paragraph 2. Is this vendor-provided annual scan/penetration test in addition to the state provided twice a year audit in section 15?

A46: Clauses 15-22-23 have been combined into one clause in the current version of the templates which makes the audit requirements clearer we will have an amendment to the RFP (Appendix C – Included I/T Contract Terms and Conditions – Vendor Hosted Proposal Contract Exhibit B, Items 15,22 and 23) with the new clause which is:

Scanning and Audit Authorization

The Consultant will provide the State at no cost and at a date, time and for duration agreeable to both parties, authorization to scan and access to a test system containing test data for security scanning activities. The system and data provided to the State by Consultant for testing purposes will be considered a test system containing test data. The State will not scan any environment known by the State to be a production environment at the time the scan is performed by the State. Consultant provides their consent for the State or any third-party acting for the State to scan the systems and data provided as the State wishes using any methodology that the State wishes. Any scanning performed by the State will not be considered a violation of any licensure agreements the State has with the Consultant or that the consultant has with a third-party.

The Consultant will also allow the State at the State's expense, not to include Consultant's expenses, to perform up to two security audit and vulnerability assessments per year to provide verification of Consultant's IT security safeguards for the system and its data. The State will work with the Consultant to arrange the audit at a time least likely to create workload issues for the Consultant and will accept scanning a test or UAT environment on which the code and systems are a mirror image of the production environment.

The Consultant indemnifies the state for ordinary, consequential and incidental damages to the Consultant's computer system and the data it contains that is the result of scanning. Scanning by the State or any third-party acting for the State will not be considered reverse engineering. If the State's security scans discover security issues the State may collaborate, at the State's discretion with, the Consultant on remediation efforts. These remediation efforts will not be considered a violation of any licensure agreements between the State and Consultant. The State while engaged, and after, with the Consultant on remediation is indemnified and held harmless from all actions, lawsuits, damages (including all ordinary, consequential and incidental damages) or other proceedings that arise from security scanning, remediation efforts, and any after effects of security scanning or remediation. This indemnification includes all defense costs as well as reasonable attorneys' fees the State of South Dakota is required to pay in any such proceedings. The State will not be charged for any costs incurred by the consultant in these remediation efforts unless agreed to by the State in advance in writing. In the event of conflicting language this clause supersedes any other language in this or any other agreement made between the State and the Consultant.

The Consultant agrees to work with the State to rectify any serious security issues revealed by the security audit and or security scanning. This includes additional security audits and security scanning

that shall be performed after any remediation efforts to confirm the security issues have been resolved and no further security issues exist.

Q47: In reference to In reference to Appendix C Contract Exhibit B – Vendor-hosted proposal section 29: MULTI-TENANT ARCHITECTURE LOGICALLY/PHYSICALLY SEPARATED TO INSURE DATA SECURITY. Can the State clarify the requirements for this? Is the scope limited to the application/database or does it include the hosting provider?

A47: Contract terms are negotiable; however SD ATG would require an explanation on how the vendor is meeting these requirements.

Q48: In reference to In reference to Appendix C Contract Exhibit B – Vendor-hosted proposal section 30: ACCESS ATTEMPTS. For data conversion form the existing site to the new application, is the State expecting logs to be brought over as well?

A48: SD ATG would prefer logs to be brought over, but we are open to discussions on this matter.

Q49: In reference to In reference to Appendix C Contract Exhibit B – Vendor-hosted proposal section 32: SYSTEM UPGRADES. Under what circumstances would the State ask to postpone a change?

A49: Unless the upgrade was for security reasons, if after the upgrade the system did not provide the services contracted for the State would want it postponed. The state will not postpone if it is a security matter that must be dealt with immediately. We also would request that no updates/changes be made to the system during peak testing hours; 5AM-10AM and 5PM to 10PM CST.

Q50: In reference to In reference to Appendix C Contract Exhibit B – Vendor-hosted proposal section 36: REMOVAL OF VENDOR REPRESENTATIVE. Providing State with the right to remove staff from the project doesn't seem appropriate for a Vendor-Hosted solution, why would the State request this?

A50: SD ATG is a law enforcement agency who handles confidential information. SD ATG reserves the right to approve or disapprove of vendor staff access. If at any point there is contact between a vendor and the State that the State feels was inappropriate the State can have that person removed from the project. For example, if a Vendor was providing support and the support personnel were to make comments that the State deems inappropriate that person can be removed.

Q51: In reference to Appendix E Question 29. Can the State clarify what is being asked? "Will the system provide Internet security functionality on a public portal to include firewalls?"

A51: If you have a public portal, how do you secure it?

Q52: In reference to Appendix E Question 108. Can the State clarify what is being asked? "Explain how and where the software validates (e.g, filter with white listing) inputs from untrusted sources before being used."

A52: Mark "NA" if the solution is Vendor-Hosted.