

DEPARTMENT OF EDUCATION
STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
FOR CONSULTANT SERVICES BETWEEN

(Anaca Technologies)		(Office of Career & Technical Education)
(Career Cruising)		(700 Governors Drive)
(1002 - 1867 Yonge Street)	AND	(Pierre, SD 57501-2291)
(Toronto, ON Canada M4S1Y5)		()
(Hereinafter referred to as Consultant)		(Hereinafter referred to as State)

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

I. THE CONSULTANT:

- A. The Consultant services on this agreement commence September 1, 2008 and shall end August 31, 2012.
- B. The Consultant has affirmed that he/she is not a full-time state employee as per SDCL 3-12-47.
- C. The Consultant will not use state equipment, supplies, and facilities.
- D. The Consultant agrees to:
 - 1. All design, development, programming and testing of the SDCPAP system.
 - a. SDCAP Ability Profiler
 - b. Custom PLP, integrated with Cluster/Pathway Programs of Study
 - c. Parent/Guardian Portal
 - d. Integration with the student information system to manage student data
 - 2. Ongoing maintenance and upgrades.
 - 3. Access to the Career Cruising Guidance System including the career, education and assessment components.
 - 4. Access to powerful and customizable reporting tools for school, district, and state administrators as outlined in Sections 3.2.4 and 3.3 of the proposal.
 - 5. Initial and ongoing training as outlined in Section 3.2.3 of the attached proposal.
 - 6. Extensive customer support as outlined in Section 3.2.1.2 of the attached proposal.
 - 7. A 100% hosted PLP solution requiring no initial or ongoing hardware or software costs on the part of the SDDOE.
 - 8. Reliable security, backup, high availability and failover capabilities for the website.
 - 9. 30 MB of storage space for each student's electronic portfolios.

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10. Compliance with ADA/508 for all Career Cruising components.
11. The options for schools to use the bilingual English-Spanish version of the SDCPAP accessible to students with the click of a button.
12. Capability to upload to portfolio from Word and other software.
13. The delivery time table is as follows:
 - A. October 2008
 - 1) Career Advisor Management System (School Administration Tool)
 - 2) Career Cluster Integration and Matchmaker
 - 3) Career Cluster Search Option & Profile links
 - 4) Career Matchmaker Interest Assessment
 - 5) Career Profiles
 - 6) Career Selector
 - 7) College Profiles
 - 8) Financial Aid Selector & Profiles
 - 9) Logins for Non-school Sites, e.g. Career Learning Centers
 - 10) Portfolio Reports (not including SDCAP or PLP reports)
 - 11) Portfolio Tool, Including Document Uploads
 - 12) Resume Builder
 - 13) School Selector Tools
 - B. January 2009
 - 1) Dual System Performance Reporting
 - 2) Additional Report Customization Options
 - 3) Integration of Programs of Study
 - 4) Career Cluster Videos
 - 5) Regional Labor Market Information
 - 6) Saving Pathways to the Portfolio
 - 7) Customized Personal Learning Plan
 - 8) Upload of Course Catalogs
 - 9) Importation of Course Histories - * Timelines on this component may fluctuate.
 - 10) Personal Learning Plan Reports
 - 11) Parent Data Import Process
 - 12) State Reporting System
 - 13) Creating of Parent/Guardian Portal

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- 14) Side-by-side Comparison of Post-Secondary Schools
- 15) Inclusion of Military Occupation Data
- 16) Addition of Article Content
- 17) Incorporate State Specific College Entrance Requirements
- 18) Test Prep System - to be determined prior to July 1, 2009. Contract will be amended accordingly.

C, September 2009

- 1) Aptitude Assessment for SDCAP
- 2) Aptitude Assessment for SDCAP Reports

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

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

II. THE STATE:

A. The State will make a total payment upon satisfactory completion of the services on the contract not to exceed \$748,000.00 or \$187,000.00 per year for a four year period. Payment will be made four installments as follows:

Year 1 - September 1, 2008 - August 31, 2009

The first installment not to exceed \$46,750.00 will be made by December 1, 2008 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The second installment not to exceed \$46,750.00 will be made by March 1, 2009 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The third installment not to exceed \$46,750.00 will be made by July 1, 2009 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

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AND

The fourth and final installment not to exceed \$46,750.00 will be made by September 1, 2009 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

Year 2 - September 1, 2009 - August 31, 2010

The first installment not to exceed \$46,750.00 will be made by December 1, 2009 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The second installment not to exceed \$46,750.00 will be made by March 1, 2010 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The third installment not to exceed \$46,750.00 will be made by July 1, 2010 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The fourth and final installment not to exceed \$46,750.00 will be made by September 1, 2010 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

Year 3 - September 1, 2010 - August 31, 2011

The first installment not to exceed \$46,750.00 will be made by December 1, 2010 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The second installment not to exceed \$46,750.00 will be made by March 1, 2011 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The third installment not to exceed \$46,750.00 will be made by July 1, 2011 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The fourth and final installment not to exceed \$46,750.00 will be made by September 1, 2011 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

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Year 4 - September 1, 2011 - August 31, 2012

The first installment not to exceed \$46,750.00 will be made by December 1, 2011 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The second installment not to exceed \$46,750.00 will be made by March 1, 2012 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The third installment not to exceed \$46,750.00 will be made by July 1, 2012 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

The fourth and final installment not to exceed \$46,750.00 will be made by September 1, 2012 upon receipt of an itemized invoice indicating the services provided submitted by the Consultant and approved by the State.

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

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

III. SUPERCESSION PROVISION: All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

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

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

VI. INSURANCE PROVISION: The Consultant agrees to the following terms and conditions: Commercial General Liability Insurance: Maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include state employees as

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additional insured.

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

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

- VII. CONTROLLING LAW PROVISION: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- VIII. COMPLIANCE PROVISION: Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- IX. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.
- X. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Consultant is required to comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- XI. NONDISCRIMINATION CLAUSE: Consultant agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the

Cost Proposal

We are very pleased to have the opportunity to provide you with our Cost Proposal for the South Dakota Career Planning and Assessment Program (SDCPAP). This is an exciting initiative and we believe that we are uniquely positioned to offer the best value to South Dakota's students, parents, educators, and administrators.

Overview

The Career Cruising Career Guidance and Portfolio Development System is sold on a site license basis. With a site license, a school may use Career Cruising on an unlimited number of computers within that particular school. Students, school staff, and parents may also access Career Cruising from home via the internet. If our proposal is accepted, the concept of a site license would be extended to encompass all public schools and applicable state agencies, such as Career Learning Centers, in the state of South Dakota.

For our proposal, we have analyzed the cost of performing the necessary modifications to our system in order to meet the state of South Dakota's specific requirements. Based on our analysis, we are prepared to offer a total price of \$175,000 per year for our base system, with an additional cost option of \$75,000 for a Test Prep component.

This pricing includes:

- All design, development, programming and testing of the SDCPAP system
 - SDCAP Ability Profiler
 - Custom PLP, integrated with Cluster/Pathway Programs of Study
 - Parent/Guardian Portal
 - Integration with the student information system to manage student data
- Ongoing maintenance and upgrades
- Access to the Career Cruising Guidance System including the career, education and assessment components
- Access to powerful and customizable reporting tools for school, district, and state administrators as outlined in Sections 3.2.4 and 3.3 of our proposal
- Initial and ongoing training as outlined in Section 3.2.3 of our proposal
- Extensive customer support as outlined in Section 3.2.1.2 of our proposal
- A 100% hosted solution requiring no initial or ongoing hardware or software costs on the part of the SDDOE
- Reliable security, backup, high availability and failover capabilities for the website
- 30MB of storage space for each student's electronic portfolios
- Compliance with ADA/508 for all Career Cruising components
- The option for schools to use the bilingual English-Spanish version of the SDCPAP accessible to students with the click of a button

In addition, there are two options to our proposal for the SDDOE's consideration.

First, with respect to the Test Prep component in Section 3.2.2.12 of the RFP, based on our discussions with potential vendors, we believe that we can provide a quality program to students across the South Dakota at a cost of \$75,000 per year. In this arrangement, all licensing fees to the Test Prep provider would be paid by Career Cruising and Career Cruising would assume all costs related to the integration or system linkage between the SDCPAP program and the Test Prep system for college entrance exams.

Second, the upload of districts' course information in Section 3.2.2.20.1.2 can be accomplished either through the upload of data provided by the Department of Education or by Career Cruising working with individual districts to import their information. If the course information can be provided by the South Dakota Department of Education, we will include the data upload as part of the base system price. If Career Cruising were to work individually with each district, there would be an additional cost of \$12,000. This fee is approximately \$75 per district, covering the work involved with communicating with each district regarding data definitions, receiving and validating the files, and importing the data into our system.

Identification of Module Features/Functionality

Item:	Included in Base Module (Y or N)	Included in an Additional Module (Module Name or N)
3.2.2 – Functionality:		
3.2.2.1 – Allow students to develop a PLP	Y	N
3.2.2.2 – Make available state career cluster/programs of study	Y	N
3.2.2.3 – Capability to add state specific information	Y	N
3.2.2.4 – System to be used in variety of settings	Y	N
3.2.2.5 – Online career education delivery system	Y	N
3.2.2.6 – Online education and career exploration system	Y	N
3.2.2.7 – E-Portfolio capability	Y	N
3.2.2.8 – On-line help	Y	N
3.2.2.9 – Career interest inventory and assessments	Y	N
3.2.2.10 – Assessment availability	Y	N
3.2.2.11 – System performance reporting	Y	N
3.2.2.12 – Online test preparation component	N	We are in the process of selecting a partner to offer Test Prep to South Dakota students.
3.2.2.13 – Capability of different user role levels	Y	N

Appendix 4 – Training Session Outlines

3.2.2.14 – Specific occupation search method	Y	N
3.2.2.15 – Various client access based on school grade level	Y	N
3.2.2.16 – Student data transferred with school grade transitions	Y	N
3.2.2.17 – Provide multi-media video segments	Y	N
3.2.2.18 – Additional specified features	Y	N
3.2.2.19 – Predefined navigational steps	Y	N
3.2.2.19.1 – Step-by-step usage instructions	Y	N
3.2.2.19.2 – Seven individual PLP steps	Y ¹	N
3.2.2.19.3 – Document student's portfolio progress	Y	N
3.2.2.19.4 – Bookmark student progress in PLP steps	Y	N
3.2.2.20 – Electronic student portfolio capability	Y	N
3.2.2.20.1.1 – Automated portfolio creation	Y	N
3.2.2.20.1.2 – Upload school district's course book	Y (Central Data Submission)	District-by-District Course Data Submission
3.2.2.20.2 – Pre-population of courses into the student's planner	N/A ²	N
3.2.2.20.3 – Designation for courses	Y	N
3.2.2.20.4 – Semi-annual updates to the student's portfolio	N/A ²	N
3.2.2.20.5 – Ability to auto-tag identify CTE courses	Y	N
3.2.2.20.6.1 – Monitor high school plans	Y	N
3.2.2.20.6.2 – Course selection data for course demand analysis	Y	N
3.2.2.21 – School counselors with targeted audiences for emails	Y	N
3.2.2.22 – Capability to track school counselor's students PLPs	Y	N
3.2.2.23 – Compare selected postsecondary schools	Y	N
3.2.2.24 – National education and training information	Y	N
3.2.2.25 – Military occupational and training data	Y	N

¹ Six PLP Steps would be included in the base package. As we indicated in our proposal, we feel that PLP steps at the post-secondary level would not be sufficiently effective because the needs of post-secondary learners are so varied and they may no longer be involved in a structured guidance process once they have exited the public school system. Users would continue to be able to access and update their PLPs throughout their post-secondary education and beyond; however, we feel that implementing structured PLP Steps may not be the best approach for this group of users.

² Further discussions with the Department of Education would be required to determine what would be included in this data and how it would be used in the PLP before we can assess the associated costs for this section.

Appendix 4 – Training Session Outlines

3.2.2.26 – Structured guidance process	Y	N
3.2.4 – System Developed Reports:		
3.2.4.1 – Drill down capability in student reports	Y	N
3.2.4.2 – Saving capability for user developed reports	Y	N
3.2.4.3 – Export capability for reports	Y	N
3.2.4.4 – Custom reports	Y	N
3.2.4.5 – Performance comparison reports	Y	N
3.2.4.6 – Student selection/filtering reports	Y	N
3.2.4.7 – Report data pulled by on DOE specifications	Y	N

Proposed Cost

Item:	Amount
Annual License (Base Module)*	\$175,000
Training	Included in Annual License
Data Files and Reporting (including State, District, and School reporting packages)	Included in Annual License
Optional Services – Test Prep	\$75,000**
Optional Services – District-by-District Course Data Submission	\$12,000
Total Proposed Cost	Please see the Cost Options chart below

* Includes all features listed as part of the Base Module in the Identification of Module Features/Functionality chart above.

Cost Options

Options:	Module Cost Per Year
#1 - Main System (SDCPAP)	\$175,000
#2 - Main System (SDCPAP) + District-by-District Course Data Submission	\$187,000
#3 - Main System (SDCPAP) + Test Prep	\$250,000**
#4 Main System (SDCPAP) + Test Prep + District-by-District Course Data Submission	\$262,000**

** Should we be able to negotiate more favorable licensing terms with the Test Prep provider, we would reduce this cost item accordingly.

Year-By-Year Price Breakdown

	Option #1	Option #2	Option #3	Option #4
Year 1	\$175,000	\$187,000	\$250,000	\$262,000
Year 2	\$175,000	\$187,000	\$250,000	\$262,000
Year 3	\$175,000	\$187,000	\$250,000	\$262,000
Year 4	\$175,000	\$187,000	\$250,000	\$262,000
Year 5	\$175,000	\$187,000	\$250,000	\$262,000

Existing System	Oct 2008	Jan 2009	Sept 2009
Career Advisor Management System (School Administration Tool)	Yes		
Career Cluster integration with Matchmaker	Yes		
Career Cluster Search Option & Profile links	Yes		
Career Matchmaker Interest Assessment	Yes		
Career Profiles	Yes		
Career Selector	Yes		
College Profiles	Yes		
Financial Aid Selector & Profiles	Yes		
Logins for non-school sites, e.g. Career Learning Centers	Yes		
Portfolio Reports (not incl. SDCAP or PLP reports)	Yes		
Portfolio Tool, including document uploads	Yes		
Resume Builder	Yes		
School Selector Tools	Yes		
New Development	Oct 2008	Jan 2009	Sept 2009
Student Data Import Process	Yes		
Communication and Training Plan	Yes		
Statewide Completion Standards	Yes		
SD-Specific Student Login Page	Yes		
System Name & Other Terminology	Yes		
Customization of Support Materials	Yes		
District Reporting System	Yes		
Dual system performance reporting	Maybe*	Yes	
Additional Report Customization Options	Maybe*	Yes	
Integration of Programs of Study	Maybe*	Yes	
Career Cluster videos	Maybe*	Yes	
Regional labor market information	Maybe*	Yes	
Saving Pathways to the Portfolio	Maybe*	Yes	
Customized Personal Learning Plan	No	Yes	
Upload of course catalogs	No	Yes	
Importation of course histories	No	**	
Personal Learning Plan Reports	No	Yes	
Parent Data Import Process	No	Yes	
Importation of data from previous vendor	No	***	
State Reporting System	No	Yes	
Creation of Parent/Guardian Portal	No	Yes	
Side-by-side comparison of post-secondary schools	No	Yes	
Inclusion of military occupation data	No	Yes	
Addition of article content	No	Yes	
Incorporate state-specific college entrance requirements	No	Yes	
Test Prep System	No	Yes	
Aptitude Assessment for SDCAP	No	No	Yes
Aptitude Assessment for SDCAP Reports	No	No	Yes

* We would work with SDDOE to determine priorities for some features. It may be possible for some of these features to be available in the fall.

** Timelines for this component will be based on work with other organizations. We will make every effort to achieve this goal, but we cannot guarantee a delivery date at this time.

*** Timelines for this component will be based on work with other organizations. We will make every effort to achieve this goal, but we cannot guarantee a delivery date at this time.