

IDAHO

State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary		Supplier
Purchase Order Number:	SBPO18200188	Janaki Thiru DevCare Solutions 131 N High St, Suite 640 Columbus, OH 43215 Phone: 614-221-2277
Account Number:	AC-1	Phone: 614-221-2277
Purchase Order Date:	October 30, 2017	Fax: 614-388-5556
Service Start Date:	November 15, 2017	Email: info@devcare.com
Service End Date:	November 14, 2018	
Payment Method:	Invoice	Buyer Contact
Payment Terms:	NET30	Jason Urquhart Tel:208-332-1608 Fax:208-327-7320 jason.urquhart@adm.idaho.gov
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):		

Contract Number:

Bill To Address	Ship To Address
DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702	DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702
Phone: 208-327-7465	Phone: 208-327-7465
Fax: 208-327-7320	Fax: 208-327-7320
Email: purchasing@adm.idaho.gov	Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations	Mail Stop: DOP - Various Locations

Instructions


Contract for Information Technology Security Related Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, and other authorized entities. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This Contract is to be drawn upon as requested by participating agencies for the period noted above and may be renewed for additional renewal periods subject to mutual, written agreement between the parties.

SEE THE ATTACHED DOCUMENT WITH THE HEADING "INFORMATION SPECIFIC TO THIS SBPO" FOR THE ORDER OF PRECEDENCE AND FOR THE LINE ITEMS THAT HAVE BEEN AWARDED TO THE CONTRACTOR.

Contract Usage Type:.....Open Contract. Public Agency Clause:Yes.


NOTICE TO CONTRACTOR: This notice of award is NOT an order to ship. Purchase orders against this SBPO Contract will be furnished by the Ordering Agency on whose behalf this Contract is made.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	300,000.00	\$300,000.00
Item Description	#1				
	Initial term of the Contract. 				
Delivery Date:	November 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$300,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$300,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart

INFORMATION SPECIFIC TO THIS SBPO

Categories awarded to DevCare Solutions:

**Category 1, Information Security Analyst Senior
Category 3, Senior Information Security Engineer
Category 5, Information Security Training Analyst**

Category 1 Hourly Rate: \$80.00

Category 3 Hourly Rate: \$75.00

Category 5 Hourly Rate: \$65.00

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. The Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed Bid (including all letters from DevCare Solutions extending the validity of DevCare Solutions' Bid, through October 31, 2017).



State of Idaho
Department of Administration
Division of Purchasing

C.L. "BUTCH" OTTER
 Governor
ROBERT L. GEDDES
 Director
SARAH HILDERBRAND
 Administrator

650 West State Street B-15 (83702)
 P. O. Box 83720
 Boise, ID 83720-0075
 Telephone (208) 327-7465
 FAX (208) 327-7320
<http://purchasing.idaho.gov>

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, label the exterior of your package as follows:

"SEALED BID"	BUYER: [name of the RFP or ITB Lead] SEALED BID FOR: [title of solicitation] BID NUMBER: [ITB# or RFP#] CLOSES: [Closing Date]
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Send your sealed bid package via USPS to: Division of Purchasing
 PO Box 83720
 Boise, ID 83720-0075

FedEx, UPS or other Couriers/Hand Deliver: Division of Purchasing
 650 West State Street B-15
 Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

BID Number: ITB17000478 **BID Title:** Information Technology (IT) Security Related Services

BIDDER/OFFEROR (Company Name) DevCare Solutions

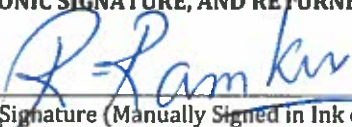
ADDRESS 131 N High St. Suite 640

CITY, ST, ZIP Columbus, OH - 43215

PHONE: 614-226-2645 **FAX:** 614-867-9367 **FEIN:** 20-2761086

E-Mail ram@devcare.com

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE, AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL.


 Original Signature (Manually Signed in Ink or Electronic Signature)

02/15/2017
 Date

Ramkumar Regupathy
 Printed Name

Director
 Title



5.1 BUSINESS RESPONSE

5.1.1.1 TRANSMITTAL LETTER

5.1.1.1.1.

Jason Urquhart
Purchasing Officer
Idaho Division of Purchasing
650 West State Street B-15, Boise, ID 83702

Dear Sir/Madam,

Sub.: Letter of Transmittal

On behalf of DevCare Solutions, I am pleased to present the State of Idaho - Department of Administration with our response to the Statewide Information Technology (IT) Security Related Services for the proposal (ITB) #ITB17000478.

DevCare Solutions is a comprehensive IT solutions provider supporting public as well as private clients for over 11 years and is a certified Minority Business and Women-owned Business Enterprise. As far as providing Consulting Services is concerned, DevCare Solutions has partnered with several state government agencies and has been constantly serving consultants on an as-needed basis, and thus understands the importance of bridging the gap between demand and supply that suits the absolute practicality of modern day hiring. I will serve as the primary contact for all ITB-related communications, including any requests for clarification or other communication needed between the State's staff and DevCare Solutions. My contact information is as follows:

Ramkumar Regupathy

Director

DevCare Solutions

P: 614-226-2645

No. 131 N High St, Suite 640

F: 614-867-9367

Columbus, Ohio - 43215

E: ram@devcare.com

As for the proposed requirements are concerned, we come to an understanding that the State intends to procure qualified vendors to provide IT Security related services as outlined in the Scope of Work and also to assist the State and Public Agencies on the same. We certainly believe that the aforementioned list of requirements can be satisfied through our extensive knowledge / experience / expertise on the proposed field of service. DevCare Solutions will carry out all contract responsibilities in the same highly professional and successful manner to which all our clients have been accustomed. Please contact me should you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Ramkumar Regupathy'.

Ramkumar Regupathy

Director, DevCare Solutions

5.1.1.1.2 Bidder's Corporate or other legal entity

Legal Entity: S-Corp

Tax Identification Number: 20-2761086

5.1.1.1.3 Contact Information

Key Personnel 1:

Name: Gayathri Prithiviraj

Role: Business Development Manager

Contact Number: 614-980-5965

Email ID: gayathri@devcare.com

Key Personnel 2:

Name: Ramkumar Regupathy

Role: Director

Contact Number: 614-226-2645

Email ID: ram@devcare.com

5.1.1.1.4 Statement of Acceptance

DevCare Solutions accepts and is willing to comply with the Specifications and requirements of the Solicitation and attachments with regards to the proposal, including but not limited to the State of Idaho Standard Contract Terms and Conditions, and terms and conditions found within the proposal.

5.1.1.1.5 Statement of Acknowledgement

DevCare Solutions' core business is IT Staff Augmentation Services with over 11 years of experience. However, providing IT security related services is a part of IT Staff Augmentation Services and DevCare Solutions possesses over 3 years of experience in providing the same over various public/private sector clients.

5.1.1.1.6 Acknowledgement of Background Checks

DevCare Solutions will adhere to section 6 BACKGROUND CHECKS in Appendix A - SPECIAL TERMS AND CONDITIONS, for all employees providing services to the State.

5.1.1.1.7 Acknowledgement of Equal Employment Regulations

DevCare Solutions complies with affirmative action and equal employment regulations.

5.1.1.1.8 Acknowledgement regarding received Bid

DevCare Solutions affirms that the Bid was arrived independently without collusion, consultation, communication, or agreement with any other Bidder as to any matter concerning pricing

5.1.1.1.9 Acknowledgement to Terms and Conditions

DevCare Solutions has not employed any company or person other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the Contract. Additionally, DevCare Solutions has not paid or agreed to pay any company or person, other than a bona fide employee working solely for

the Bidder or a company regularly employed by the Bidder as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. DevCare Solutions understands and agrees that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.1.1.1.10 Staff responsible for writing the bid

Name: Gayathri Prithiviraj

5.1.1.1.11 Acknowledgement of Suspension/Debarment/others

DevCare Solutions has not faced any suspension, debarment or otherwise excluded from federal or state procurement and non-procurement programs.

5.1.1.1.12 Acknowledgement of Bid validity

DevCare Solutions affirms that the Bid will be firm and binding for one hundred twenty (120) calendar days from the bid opening date

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5.1.2 RESUMES

William Bill Casti | Information Security Analyst Senior | P: 703.244.0497 | E: billcasti@gmail.com

Summary

- Experienced in all Information Security Risk Management, including design of counter-attack and counter-intelligence controls and force protection activities designed to prevent or thwart spying and intelligence gathering, and to be a defense against deliberate attacks.
- Over 20 years of QMS, ISMS and ITSM developer, architect, implementer, document management and project management experience, including ongoing experience with GLBA, SOx, PCI/DSS and other US and EU regulatory and legislative requirements and mandates. Strong knowledge of US laws, legal codes, government regulations, agency rules and Rule of Law. Experience implementing NIST SP 800-53 and dealing with audits, audit findings and remediation.
- Having experience knowledge of FIPS.
- Knowledgeable of HITECH and HITRUST protocols

Specialties

- ISO 9000 QMS development, architecture, implementation, project management and audits
- ISO 27001/27002 ISMS development, architecture, implementation, project management and audits
- ISO 20000 ITSM development, architecture, implementation, project management and audits
- Information Security Architecture development, design and/or analysis of overall security plans

Skills & Certifications

Cloud+ CompTIA - 12/22/2016 (COMP001020125306) | **CIPP** - IAPP, 2008 (83128I) | **CISSP** - ISC2, 09/20/16 (210611) | **CITP** - British Computer Society, 2007 | **FIP** - IAPP, 09/14/16 | **CISA** - ISACA, 2006 (0753118) | **HCISPP** - ISC2, 2/1/16 (210611) | **ITSM** - BSI, 2006 | **SOTP** - 29 Apr 15 | **CISM** - ISACA, 2005 (0505500) | **CIPM** - IAPP, Feb 2014 (83128I) | **SSCP** - ISC2, 2005 (210611), retired 2014 | **CRISC** - ISACA, 2013, (1316619) | **SCAP** - OVAL, CPE, 2009 | **CDIA+** - Dec 2012 | **ISO 9000 Lead Auditor** - Lloyd's Register, 1995; requalified through BSI, 2004 | **ISFS** - EXIN, Jul 2011 | **ISMS** - BS 7799-2:2002 (now ISO 27001) ISMS Auditor, 2004 | **Security+** - Jan 2011 | **NSA IAM** - 2003 | **Project+** - Jan 2011 | **ISO 27001/17799 Auditor** - BSI, 2003 | **ITIL** - EXIN, 2005/2009 | **TL-QMS** - 2000 | **GSLC** - 2006/2008

Experience

Information Security Analyst III (Sutter Health, Roseville CA) **05/16 - Till**
Date

Consultant completing vendor risk assessments and extensively involved in improving process controls, security and privacy controls; assigned to special projects, as needed.

Senior Information Security Engineer (Allina Health Services, Minneapolis, MN) **08/15 - 01/16**

Contracted to help build out a new anti-phishing activity for the enterprise; define and develop an exceptions process; perform information security risk assessments for projects, applications, systems and third-party vendors; collaboratively work with other departments and recently acquired facilities to re-align their IS standards, policies and processes to those of Allina; provided HITECH and HITRUST project evaluations for possible implementation, and acted as SME regulatory and other assessment entities.

Information Security Engineer/Analyst (Target, Minneapolis MN) **01/15 - 07/15**

Contracted to help address SOx/SOC1 compliance and reporting, SIEM/process controls updates and other information risk management and security compliance activities. Also worked on onboarding new applications, tools and services into the System Catalog

ISO 27001 Implementation Consultant (Prodigy Software Group, Chicago, IL) **07/14 - 09/14**

Assigned to project manage the implementation of ISO 27001 compliancy and certification for three global data centers.

Senior Information Security Engineer (Nationwide Insurance, Columbus OH) 06/13 - 01/14
Contractually-assigned to conduct internal projects and external vendor information security risk assessments, responsible for the assessment, reporting and management of information risk, utilizing the Factor Analysis of Information Risk (FAIR) methodology to establish accurate probabilities for the frequency, magnitude and costs of loss events. Also, provided information security architecture consultation services, SIEM analysis and/or developed solutions to solve complex IT problems.

Senior eGRC Systems Security Engineer (Epiq Systems, Beaverton OR) 01/13 - 03/13
Gathered and analyzed information on existing business processes & technology architecture from various Epiq Systems, Inc. organizations, mapping and documenting business controls to system requirements for implementation of IAM, database monitoring and GRC tools. Served as senior engineer for implementation of the RSA Archer eGRC tool, performed security risk assessments, managed HIPAA remediations and other information security legislative and regulatory compliancy requirements and standards, including ISO 27001, COBIT5, SOx, GLBA, etc.

Information Security Architecture (AQC, LLC, Lake Oswego OR) 10/12 - 12/12
Self-employed independent consultant in information security architecture, auditing and governance. Accredited auditor for ISO 9000, 27001, 20000 and TL 9000. Domestic US and foreign information security operations experience. Worked with independent firms on analyzing their overall security plans.

IT Infrastructure Security Operations (Standard Insurance Company, Portland OR) 10/11 - 09/12

Managed lifecycle of supported services, including incident management, service requests and provisioning. Worked as security architect with other IT stakeholders and partners to influence the design of new services. Performed daily backup and vulnerability audits.

ISO 27001 Auditor and Consultant (AQC, LLC, Lake Oswego OR) 03/11 - 09/11
Through my LLC, I subcontracted to ISMS ISO 27001 consulting and implementation companies for the performance of ISO 27001 internal audits, implementations and pre-registration audits at client companies and government organizations world-wide.

ISO, Process Design & IT Strategy Advisor, (MSI, Baghdad) 10/07 - 11/10
Worked in Baghdad, Iraq on the USAID-funded Tatweer Project to develop national capacity in public management. Served as Information Security Architect and Advisor to other project Advisors in information security related to Healthcare, Foreign Affairs, Water Resources and other governance areas being addressed by the project. Also, worked on NIST 800-series project research projects for the benefit of ourselves and our GOI clients.

Senior IT Information Security (Bearing Point, Baghdad) 07/06 - 09/07
Living and working in Baghdad's active war zone, worked on a USAID-funded eGovernment contract to implement an information security management system throughout the Ministries of the Government of Iraq, compliant to the global best practices guidelines of then-ISO 17799:2005

InfoSec Standards Compliancy Manager & Sr. ITIL InfoSec Mgmt Process Architect (EDS Corporation, now a division of HP, Herndon VA) 07/02 - 06/06
Delivery Excellence & Standards Compliancy Manager: Managed client delivery & customer satisfaction; managed ISO 9000 & 27001 standards compliancy for our accredited systems; performed all Security & Privacy Professional Services internal assessments, risk assessments and management system audits. Also worked on HIPAA and NIST compliancy requirements. Continued ongoing discussions with NIST and EDS senior management about the evolving Risk Management Framework.

Data Security Operations Manager (Freddie Mac, McLean VA) 12/00 - 06/02

Information Security Analyst for Merritt Technology (SIAC, New York NY) 08/00 - 10/00

UNIX Security and Internet Security Manager (BAFIS, Washington DC) 10/95 - 07/00

ISO 9000 Implementer and Auditor Contractor (NEC America, Herndon VA) 1993 - 1995

Electronic Almanac UNIX System Admin (EOP, The White House, Washington DC) 1993 - 1995

Reliability Engineer at Tektronix
QA Supervisor at Chomerics, Woburn, MA

1990 - 1992
1984 - 1988

Education

St. Thomas Seminary College, Kenmore WA - English major, Psychology minor
Portland State University - Associate, Legal Research and Writing - GPA: 3.0
Redding University - B.A., General Studies, 2003

Jason Kilgore | Senior Information Security Engineer | P: 9164674150 |
E: jason_s_kilgore@hotmail.com

Visionary, sought-after leader who captains operational areas beyond traditional technology positions. Unique blend of executive competencies which guarantee strategic IT planning in alignment with operational requirements and feasibility for greater efficiency and economic sense. Senior management role leads development, planning and implementation of enterprise information systems to achieve the most effective, cost beneficial, innovative and secure DoD and Government enterprise wide security solutions. Vice President IT/Information System Security Officer/Executive Leadership (Cisco) Strategized Cyber division by developing shared-services model; leading: Support, Design, Operational Capability planning process for the proposed stand-up of Joint Forces Headquarters-Department of Defense Information Network (JFHQ DODIN). Cyber monitoring and security support with SIEM (Security incident Event Monitoring) Technology - IBM Qradar, McAfee, Splunk. Utilizing and managing log monitoring solutions and Network/ Security Monitoring tools. Experience with Intrusion Detection / Intrusion prevention tools, McAfee, SpiceWorks, Symantec, HP Tipping point, CISCO SWG, TripWire, Archsight 6.8, Solarwinds, Orion, 12x, and Vulnerability Assessment and Penetration testing - Nessus, Qualys, HPwebinspect, metasploit, Nikto. Expertise with Incident / change Management, COTS, Gov't, PCI and ITIL processes.

Certifications/Licenses

CompTIA A+, CompTIA Sec+, Microsoft Certified Professional, CPP, CHS4, CMAS, GSLC, CDP-I, CISM, CASP, CHPP, CISSP, DoD 8570.1M, NCR, Fujitsu, Emergency Management, Anti-Terrorism

Experience

Information Security Engineer, Senior

12/16 - Present

Defense Language Institute Foreign Language School, Deputy Chief of Staff for Information Technology (DCSIT)

Provide reporting metrics to Management to assist with policy and direction. Perform monthly self-assessment activities using current assessment technologies, e.g. ACAS, SCAP, WebInspect. Ensure compliance with US Cybercom Task Orders, Communications Tasking Orders (CTO) and Warning Orders (WARNORDS) issued by JTF-GNO, SOX, NPS, Army, DLI and DISA. Responsible for identifying, reporting, investigating and responding to security breaches and network incidents. Assist with incident response, certification and accreditation activities (including documentation, scanning, mitigation activities, and identification of false positives), and software risk reviews. Monitor and report as well as advice and design systems to enhance or to increase the Security level of the environment and support the DLI educational mission.

Information Systems Security engineer

06/16 - 10/16

Naval Station Ventura - Oxnard, CA

Draft, enhance Information Assurance packages, baseline standards, accreditation package under DoD 8500, NIST, DIACAP standards w/ DIACAP and RMF guidance. Support, maintain and provide "day-to-day" for activities for complex security systems, security controls, software programs, hardware devices which are used to provide security for federal controlled enterprise (open or closed) systems. Standardize baseline audits, governance, compliance of FISMA, DT, ISO, OT, NIST, FIPS. Establish appropriate standards, controls, and manage security technology innovations. Coordinate, development,

preparation, implementation, and maintain security plan(s), Evaluation Framework, TCB, DRP, IRPs, DSM, RMF FISCAM Fraud Testing, IA RA, GLBC, High side RA controls, RA framework, standard operating procedures and accreditation activities.

**Information Systems Security Manager (ISSM)/Information Security Engineer, Sr
DISA/ Joint Interoperability Test Command (JITC) US Army Fort Huachuca, AZ 03/14 – 06/16**

DoD/Contractor: Information Systems Security Manager(ISSM)/Information Security Engineer, Sr. and Installation Cyber Security/IA team member as ManTech/Contractor which plans, coordinates, integrates, synchronizes, directs, and conducts Cyber/Security/Intelligence operations and defense of DISA-JITC networks; DISA-JITC, Combat Support Agency, provides, operates, and assures command and control, information sharing capabilities and globally accessible enterprise information infrastructure in direct support to joint Warfighters, national level leaders, mission/coalition partners across full spectrum of operations. Delivered near real-time cyber security decision support, PCI, Network Security, Security Architecture & Design, Security Risk Management, Identity & Access Management. Cyber Security, Defense Network support and operations. Draft, enhance Information Assurance packages, baseline standards, accreditation package under DoD 8500, NIST, DIACAP standards w/ DIACAP and RMF guidance. Standardize baseline audits, governance, and compliance of FISMA, DT, OT, Pen / Vuln. Testing, NIST, GLBC, and FIPS.

**ISSO/Network Security/Emergency Management Coordinator 12/11 – 04/14
NOAA - Mobile, AL**

Security Best Practices: **Information Security Officer** for NOAA (2011-2014) responsible: Define, compliance, deter attacks, mitigate security best practices, patch management, supporting and maintaining complex security systems, security controls, software programs, hardware devices which are used to provide security for federal controlled systems and devices. Standardized baseline audits, governance, compliance of FISMA, NIST, and FIPS. Respond to incidents, establish appropriate standards and controls, and manage security technology innovations

(OIC) Officer in Charge/(IAM) Information Assurance Manager (GS 13/14 Equiv) Department Of Defense (USMC & NAVY 2004-2011) & U.S GOVERNMENT (DEPT. VA (2007-2009)) [2004 – 2011] - Apo, Mich. 02/04 – 12/11

**MULTIPLE BILLETS/MOS: GS2210, GS0080, GS0018, 35F
Education**

MS in Homeland Security/Emergency Management, Candidate

THOMAS EDISON STATE COLLEGE - Trenton, NJ-2017

BS in Information Systems Management-UNIVERSITY OF SAN FRANCISCO - San Francisco, CA 1997

Cyber security/Info Technology

Skilled knowledge and hands on experience configuring, troubleshooting and managing DNS, DDNS, SDDNS (including DNSSec), OSI, LDAP, WINS, FTP, FTPS, HTTP, HTTPS, PKIs, RADIUS, KERBEROS, SNMP, RDP, POP3, SMTP, IPv4, IPv6, DHCP, NAT, 802.1x, MS-CHAP, DFS, CIFS, Symantec SEP 11 architecture, Fortigate 1000A, Guardian Edge Encryption, McAfee (End Point: DAR, DLS, HBSS, NIPS, HIPS, McAfee ePolicy Orchestrator® (ePO(TM)), (PUPs), AVS. Voi/P, CUCM, Wireless and Web Security Level 3 Network (DoD/SAT/SIPR/SWAN). Configure, build, install, tune, operate GD (KG-175D) TACLANES, routers, switches, Cisco Call Unified Call Manager, Cisco 6911-6921 VoIP Phones, Cisco 3950, 7000, 9000, 2950 content/core and access switches, ASA 5500 firewalls, McAfee DS/SPAM/Content Systems, Spam Assassin, VTC/AV Tandberg 1000A, 2000 & PolyComm 5000-7000, network and security related systems.

Side Projects

(State of California) California Governor's Office, CA DMV, Modesto PD, SCSD, California Secretary of State | Projects: 2002-2009

(Healthcare) Kaiser Perm, Sutter Health, Dept. VA, Social Security Admin, Coventry HMO, Adventist Health | Projects: 2002-2010

Responsibility: IT Manager, Site IT Director, System Engineer, Desktop Support Lead, PC/LAN Admin, Project Coordinator, IT Security, Web Security, Project Deployment Refresh Coordinator, Dell Server Deployment Engineer, Encryption Engineer. Among working for Government (When time permitted), couple members as myself support State of California contracts and projects. Instrumental during various projects for Organizations expansion of their Security, ERP, network/system support, HIPAA, end user migrations, tech refresh projects, encryption projects, server administration, protection, compliance, accreditation, risk and governance requirements.

**Kennet McAweeney | Information Security Training Analyst | P: 978-846-4103 |
E: the1mack@gmail.com**

Summary

Professional who has applicable work; IT risk, discover vulnerability, assessments, training and implements controls to within the Security and Compliance. Technical Training background with clear communications to IT and the Business into the risk assessment, mitigation activities that reduce operational deviations.

Technical Skills

Analysis: MS Project, Operational flow chatting, documentation, Encase network and host forensics. Configuring monitoring and Network security incidents; assist with Network security design, provide monitoring trend analysis reports on the health of the infrastructure

Applications: Salesforce, PMWeb, BridgeHead Software HyperV, Ghost. McAfee, Backtrack, Qualys, Solar Winds, Windows Server 2008-2012, Office 365, Wide Area Network, Windows Active Directory environment LDAP, Virtual Private Networks. Virtualizatio, VDI and application virtualization (Citrix from private Cloud) ServiceNow.

Education

- Masters' of Education with IT Post Grad Security & Compliance Cambridge College
- Certified with PMP, CISM, engineer Boston University,
- IT Project Management, Post Grad Harvard University

Professional Experience

IT Solutions Provider, Medford, MA

May 2016 -

Present

Business Development Analyst

Working with potential clients to encourage Security compliance testing and upcoming Audit preparation. Developing project plans for scheduling of resources and price estimates for new and existing clients.

**Direct Capital -CIT Portsmouth NH
2016**

Aug 2015 - April

IT Security Analyst

Overall responsibility for the planning, communication for Federal Regulation SOX program control of IT Implementation, Training/ Compliance knowledge, Security Controls, Risk Analyst and Auditing experience SOX 404, SSAE 16, COBIT, COSO 2013, SOC 1-2. Business Continuity Principle for the Business - developed an overall plan, including Business segment requirements and assigned resources. Tracking Business MS Project Plan Waterfall and Agile methodology, Interface with each segments of CIT BCP/DR conducting annual test/quarterly at alternative sites

**Lincoln Technical Institute
2015**

Oct 2011 - Aug

Instructor/Administrator

Administrator Microsoft Academy Learning Management System, A+, Network +, Cisco CCNA, training with site Network infrastructure Administration. Developed Network Security focused curriculum development with firewall and router advanced configuration techniques. Technology Compliance training with regulatory requirements, including: Sarbanes Oxley, BCP/DR and HIPAA.

Security and Compliance Experience

**SunGard, Cambridge, MA (concurrent PT)
2014**

May 2014 - November

Information Security Consultant

- Wyckoff Health Center Providing Audit of SOC II, HIPAA Certification Planning, scheduling of Audits and providing resolution to deviations

**PMWeb, LLC (concurrent PT)
2012**

Jan 2011- Jan

Training Management SME

Worked with software developers and clients to resolve Project Management Software issues on mixed platform Networks. Provided Implementation training expertise with responsibility for project planning, tracking, and course delivery including establishing timelines, schedules, and technology to a worldwide customer base

**DataSec LLC (concurrent PT)
2011**

Aug 2009 - Jan

IT Auditor Security

Financial Network Audits, Presentation of finding to regulators and C level Executives for compliance. Full knowledge of IT/cyber/information security and governmental compliance issues for SOX IT 404, ISO 27001, SAS 70 / SSAE 16, COBIT, PCI, HIPAA, with advanced skills developing assessments procedures, policies for best practices under governmental regulatory requirements. Provide internal/external Network Penetration Testing using ethical hacking techniques and Encase Forensics tools.

**Bridgehead Software
2009**

Mar 2008 July

Technical Manager (concurrent PT)

Provided Training on Network Back Up and BCP/Disaster Recovery solutions for over 100 Major hospitals' that monitor customer satisfaction, implements operations changes to continually improve service and maintain quality. VMware, Windows Virtual Servers, IDS, Cisco PIX Firewall configuration. Diagnose Systems analyst and debug after S/W installation. Over 100 hospitals, resolve network and installation to ensure that clients are able to conduct their business without interruption or Data Loss.

Technical Training History

ACI, Framingham (Clark University)

Jun 2006 - Jan 2010

IT Security Project Instructor Developed technical curriculum with interactive learning Labs and simulated attacks for understanding of security attack profiles and Hacking techniques. Provided security training development and IT infrastructure assessment in compliance with regulatory requirements, such as Sarbanes Oxley and HIPAA. Students are prepared to sit for Security+, Ethical Hacking Certification and Encase Forensics.

McIntosh College**July 2001- February 2005****Information security Technology department**

Responsible for the all Instruction for the Information Technology Hiring, Supervision of Faculty, Centralize Helpdesk and planning the Network design for a new Technology Center. Project Management for the IT budget for the Construction of Technology Center, Servers, Switches, Routers, and T1/ Telcom connectivity for 1000 new computers and advanced cable topology. Managed project teams including all external service providers: architects, engineers, consultants, commission agents, and contractors. Developed statewide articulation agreements with local high schools and successfully created a partnership with Enterasys Networks for both Wireless and Internet Security

**Lowell High School /Technical HS
2001****Mar 1997- June****Network Administrator/Instructor**

Adult Education Instructor for the LAN Administration and course development of the Network+ Certification program. Responsible for PC/LAN End User Support, Windows 98 Windows NT 4.0 Client/Server, MS Exchange, Classroom Technology, Desktop configurations. Image restoration and daily control of 17,000 student system wide Grading and Learning Mgt System.

Digital Equipment Corporation**Feb 1977 - Feb 1997**

5.1.2.10 The Number of staff that meet the qualifications listed in the proposal

Depending on the requirement and the deadline proposed by the State, DevCare Solutions will provide a maximum of 30 consultant profiles per service category.

THE REMINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

5.1.4 REFERENCES

Service Categories: 1. Information Security Analyst, Senior
3. Senior Information Security engineer &
5. Information Security Training Analyst

Reference 1:

Contact Person: Brandi Binegar
Organization: Knowledge Services
Address: 5875 Castle Creek Parkway Suite 400, Indianapolis, IN 46250
Phone Number: 317-806-0033
Fax Number: NA
Email ID: brandib@knowledgeservices.com

Reference 2:

Contact Person: Drew Ellis
Organization: OST Global Inc.
Address: 400 Touhy Ave # 160, Des Plaines, IL 60018
Phone Number: 717-639-8011
Fax Number: NA
Email ID: dmellis@ostglobal.com

Reference 3:

Contact Person: Krystal McGraw
Organization: Computer Aid Inc.
Address: 470 Friendship Road, Suite 300 Harrisburg, PA 17111
Phone Number: 717-651-3293
Fax Number: NA
Email ID: krystal_mcgraw@compaid.com

END OF DOCUMENT

January 24, 2017

AMENDMENT 1

TO: All concerned vendors

RE: ITB17000478, Statewide Information Technology (IT) Security Related Services for the State of Idaho, closing (as of this amendment) 5:00 p.m. Mountain time, February 13, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. See the ITB header document. The ITB Closing Date, shown as the "End Date" on the header document, is changed to read as follows:

"February 13, 2017
5:00 PM MST"

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Please note that we anticipate issuing another amendment by no later than January 26, 2017 that will have written questions along with the State's responses.

Thank you for your interest in supplying the needs of the state of Idaho.


Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 1



Signature

02/15/2017

Date

Ramkumar Regupathy

Printed Name

DevCare Solutions

Company Name

February 3, 2017

AMENDMENT 2

TO: All concerned vendors

RE: ITB17000478, Statewide Information Technology (IT) Security Related Services for the State of Idaho, closing (as of this amendment) 5:00 p.m. Mountain time, February 23, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. See the ITB header document. The ITB Closing Date, shown as the "End Date" on the header document, is changed to read as follows:

"February 23, 2017
5:00 PM MST"

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Please note that we anticipate issuing another amendment by no later than February 7, 2017 that will have written questions along with the State's responses.

Thank you for your interest in supplying the needs of the state of Idaho.

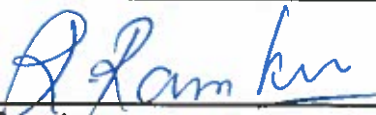
Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 2



Signature

02/15/2017

Date

Ramkumar Regupathy

Printed Name

DevCare Solutions

Company Name

February 7, 2017

AMENDMENT 3

TO: All concerned vendors

RE: ITB17000478, Statewide Information Technology (IT) Security Related Services for the State of Idaho, closing 5:00 p.m. Mountain time, February 23, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. The entire main body of Invitation to Bid ITB17000478 is deleted (the document with the document file name "ITB - Statewide IT Sec Rel Services.doc") and replaced with the attached "REV 1" document (see the document with the document file name "ITB - Statewide IT Sec Rel Services REV 1.doc" which has "REV 1" in red text on the cover sheet).

Changes are shown within the "REV 1" document in redline (Track Changes) format.

II. The following is brief information regarding the are the attendee list and the minutes from the pre-bid telephone conference held on January 4, 2017. This additional information is added to and is made part of the referenced RFP.

1. Jason Urquhart, Purchasing Officer and ITB lead, opened the meeting by introducing himself, and asked attendees from the Office of the Chief Information Officer (OCIO) to introduce themselves. The OCIO attendees were Thomas Olmstead, Cyber Security Officer and Lance Wyatt, IT Information Security Analyst, Sr. Jason told attendees that had pre-registered that he would email them after the pre-bid telephone conference to ask them to confirm their attendance. He then asked for responses from any party that had not pre-registered, and received no such responses.
2. Thomas Olmstead provided a brief overview of the security services covered in the Invitation to Bid and also covered a high-level overview of how the State governs information security, such as centrally managed policy for executive agencies and decentralized management of operations and security at each agency.
3. Jason Urquhart drew attention to the initial term of contract and renewals, section 2.2, section 3, section 5, sections 6.6 and 6.8 (and remarked on the reservation of the right to award multiple contracts), and (Appendix A) section 29 (and remarked about the requirement for Professional Liability for Information Technology (IT), including Cyber Risk).
4. Jason Urquhart opened the call up to questions, and remarked that each person asking questions should follow up with their questions in writing, and that no responses given by the State are official until seen in writing as part of an amendment to the Invitation to Bid.
 - a. A record was made of the following questions and answers were recorded (no record was made of any other questions and answers):

- i. Q: Will the services be task orientated or staff augmentation? A: Could be either based on the needs of each requesting agency.
 - ii. Q: What does the term federated mean? A: Policy is determined centrally for the executive agencies but operations and security decisions for each agency is decentralized.
 - iii. Q: Will experience credit be given to resumes where the candidate has a degree? A: No, we are looking for experience.
 - iv. Q: Will the requested security services be administrated at the government facility or remotely? A: That would be task dependent based on the needs of each agency.
5. After questions, Jason Urquhart drew attention to the table on page 3 and section 1.4 regarding when written questions are due. Jason Urquhart also drew attention to the RFP Closing date, which is currently February 1, 2017.
6. The conference was adjourned.

III. The following are questions, statements, clarifications, and their responses regarding the referenced ITB. This additional information is added to and is made part of the referenced ITB.

ITB17000478 - ITB for Statewide Information Technology (IT) Security Related Services for the State of Idaho

Written Vendor Questions

Question #	ITB Section	ITB Page	Question	Response
1			Do we need to provide actual candidate resumes or can we provide sample resumes?	Sample resumes are not acceptable.
2			Do we need to bid on all service categories or can we bid on selected services categories?	See page 48 of the ITB. On this page there is the following statement: "Bidders may bid one Service Category, some Service Categories or all Service Categories, at their option."
3			Please confirm that the contract will be for deliverables-based projects, not just staff augmentation (The service categories are listed as job titles.)	Both will be covered under the Contract(s) awarded from this ITB.
4	General		Will the contract be for deliverables-based projects or just staff augmentation?	Both will be covered under the Contract(s) awarded from this ITB.
5			Is the submission of resumes and references from a team member/subcontractor allowable?	Submission of resumes from subcontractors is acceptable. We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).

Question #	ITB Section	ITB Page	Question	Response
6	5.1.4 References	18-19 and 43-44	<p>Can the State please clarify how many completed Reference Questionnaires must be provided? Are three completed Reference Questionnaires required for each Service Category? If so, can one Reference Questionnaire be used across multiple Service Categories?</p> <p>Given the time involved in contacting clients for submitting these directly to the Purchasing Officer, we appreciate the State clarifying this for Bidders as timely as possible.</p>	<p>We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).</p>
7			<p>If you don't mind me asking, what is the due date/time for responding to this RFP? Your help/guidance would be appreciated.</p> <p>Located due date. Showing it as 1/13/17 by 5:00pm MST as of to date.</p>	<p>The ITB Closing Date is now February 23, 2017, 5:00 PM Mountain time.</p>
8	Section 5.1.2.11	15	<p>Is it the state's expectation that each staff member proposed for a service category have the number of years of experience indicated for ALL of the areas listed; or would staff be acceptable that have the requisite years of experience in one or more of the listed areas (particularly if a combination of our staff would have the requisite experience in all of the listed areas for a service category)?</p>	<p>Each staff member proposed for a Service Category must have the requisite number of years for all areas listed.</p>
9	5.1.4	18	<p>Can the same reference be used for more than one Service Category? If the answer is yes, can more than one service category be listed on a single reference questionnaire, or would a reference need to complete different questionnaire forms for EACH service category?</p>	<p>Yes, the same reference may be used for more than one Service Category.</p> <p>Please also see our response to question # 6 above.</p>
10	General		<p>Can firms bid as prime with subcontractors or as joint venture?</p>	<p>Bidders may use subcontractors.</p> <p>Regarding joint ventures, please be advised that, in order to be considered, a Bid must be submitted by a single legal entity.</p>
11			<p>Just to clarify, to use the "Attachment 2 – Bidder Questions Form" while you don't want font changed or anything else of the like, I presume you would like us to copy and paste into a new Word document, since the "attachment" is actually a part of the same file as the entire ITB? Is that correct, or would you rather have us submit the entire ITB file, with our</p>	<p>The due date and time for submission of written questions has passed; however, either way is acceptable.</p>

Question #	ITB Section	ITB Page	Question	Response
			questions added into page 42, where the Attachment 2" is located?	
12	1.2	3	Out of the \$15-\$20 million annual spend estimated for the annual IT Security Services, has it been determined which services, will be the majority of this annual spend?	We anticipate, but cannot guarantee, that the majority of annual spend in this regard will be for Service Category 1, Information Security Analyst, Senior and for Service Category 5, Information Security Training Analyst.
13	1.2	3	Also, out of the majority of annual spend will the type of service be more task (staff augmentation) or project based work to be performed?	We anticipate, but cannot guarantee, that the majority of annual spend in this regard will be for project based work.
14	5.1.2.12	15-17	Which service types will be heavier project based work as opposed to staff augmentation?	We anticipate We anticipate, but cannot guarantee, that the majority of annual spend in this regard will be for Service Category 1, Information Security Analyst, Senior and for Service Category 3, Senior Information Security Engineer.
15	5.1.2.4	14	Please clarify this Section. There are 7 service types in your table on pages 16-17 and 5 categories listed on pages18-19, out of the 7 types why can't a resume be submitted more than once within a Service Category? Are there overlaps not delineated clearly for Service Categories within Service Types?	Please note that the 7 Service Types identified in section 5.1.2.12 are examples; they are not to be considered as another way to state "Service Categories". The reason why a resume can't be submitted more than once for a Service Category is because we are looking to evaluate only one (1) resume per Service Category. Please see section 5.1.2.5.
16	5.1.4	18-19	Please clarify if the same references can be used for multiple Service Categories?	Yes, the same reference may be used for more than one Service Category. Please also see our response to question # 6 above.
17	5.1.4	18-19	Can the references be from both State and Commercial entities?	Please see the last sentence of section 5.1.4.1 which reads "For any list of references that a Bidder provides, we request that the list not include agencies of the state of Idaho or employees of the state of Idaho, former or current."
18	5.1.2	13	If the individual who's resume is submitted is unable to perform the work (i.e., due to another project, etc.) can an alternate person on the same team be qualified to perform the work or is it expected to be the person who is submitted?	See section 5.1.2.10. If the individual whose resume is submitted is unavailable to perform the work, an alternate person who meets the qualifications for the Service Category can perform the work.
19	1.1	3	What is the deadline for submitting all of the necessary documents for this ITB?	The ITB Closing Date is now February 23, 2017, 5:00 PM Mountain time.
20	1.6	6	What is the date of the Opening Bid?	Please see section 1.1, Pre-Bid Schedule and Other ITB Information, and see the row with the heading "ITB Opening Date".
21	1.6	6	What is the date of the Letter to Intent to Award?	We cannot provide this information because we don't know when the date will be.
22	5.1.3	18	Is it possible to offer a Fully Burdened Maximum Hourly Service that does not include travel expenses (invoice	No, it is not. The only costs above the fully burdened rate are for travel over thirty (30) miles (see section 5.1.3.2). Please read sections 5.1.3 through 5.1.3.3

Question #	ITB Section	ITB Page	Question	Response
			for travel separately)?	carefully.
23	5.1.3	18	Is it possible to invoice for airfare, lodging, and meal expenses based on actual costs (receipts to be provided)?	No, it is not.
24	Appendix A, "Special Terms & Conditions," 14.1.4	29	In Section 14.1.4, the language provides that one remedy the State may exercise is "Terminate the PSO with full refund of all monies paid." (Our company) requests modifying that clause so it reads: "Terminate the PSO with full refund of all monies paid for the services deemed deficient." (Our company) agrees that the State should not have to pay for services that do not conform to the agreed upon requirements, but (our company) should be paid for conforming work that it performs.	We will not accept this requested change.
25	Appendix A, "Special Terms & Conditions," 26	34	Section 26 requires (our company) to warrant that "... all personnel offered or assigned under a PSO shall not be constrained, limited, or restricted from providing services to the State in any way by way of non-compete clauses or other restricting agreements." (Our company)'s employees do sign non-compete agreements in connection with their employment. (Our company)'s primary resource is its qualified, trained, background screened employees. If the State wishes to offer a job to particular employee (of our company), (our company) will certainly consider whether it is fair, reasonable and appropriate to waive the non-compete provision with that employee. We suggest modifying Section 26 to read: "Unless approved in writing by the other party, neither party shall solicit for employment any employee of the other party who is directly involved in the performance of services under this Agreement during the term hereof. This section will not restrict the right of either party to (a) solicit the employment of employees of the other party after such employees have separated or have been separated from the service of such other party for a period of six months or more, provided that the soliciting party did not solicit such separation, or (b) solicit or recruit generally in the media, including internal and external	<p>Our intent with section 26, Contractor Non-Compete Agreements, of Appendix A – Special Terms and Conditions, is not to make way for the state of Idaho to hire a vendor's employees. This provision has nothing to do with the state of Idaho hiring a Contractor's employees.</p> <p>This provision does have to do with the Contractor's non-compete clauses or other restricting agreements (if any) hindering personnel from performing work under a PSO.</p> <p>Based on the above, we will not accept the requested change.</p>

Question #	ITB Section	ITB Page	Question	Response
			job posting sites.”	
26	STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS	N/A	Section 12 “Indemnification” of the State of Idaho Standard Contract Terms and Conditions, requires (our company) to indemnify the State “. . . from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. . . .” (Our company) requests inclusion of a damage cap on this potential liability. In order to manage its business risks and make sure that it can remain in business for the long haul as a trusted advisor to its clients, (our company) needs to balance the risks to which it is exposed with the business opportunities it engages in. We suggest adding the following clause to end of Section 12: “In no event will Contractor’s liability under any claim under this Agreement or otherwise exceed an amount equal to three (3) times the total amount of fees actually paid by the State to Contractor under this Agreement during the 12 months preceding the incident giving rise to the claim.”	Section 12 of the State of Idaho Standard Terms and Conditions is not modified. We have added a Limitation of Liability provision to Appendix A - Special Term and Conditions.
27			Yes, I wasn’t able to make the call. Was there any information that I need in order to bid or will it still be ok to submit based on what is in the RFP?	Attendance on the pre-bid telephone conference is not required in order to submit a Bid.
28	5.1.2.12	16	Cisco has Incident Response on the NASPO Value Point contract. Is it important that we bid this same service and have it represented on both contracts or can we utilize the Cisco NASPO PA for this engagement?	In this Invitation to Bid, we are not looking to obtain services under a NASPO ValuePoint contract. Bidders should bid the services for which they have the capability to perform.
29	5.1.4	18	Customer Engagement are typically private, is there another way the state can evaluate the bidder’s competency for the services other than named customer references?	We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder’s references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references). Please also see our response below to question # 31.
30	5.1.4	18	References for standard services	We have deleted the requirements for submission of

Question #	ITB Section	ITB Page	Question	Response
			<p>engagements are available. However references per specific security engagements are always considered confidential. Can the State request references in a different manner?</p>	<p>reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).</p> <p>Please also see our response below to question # 31.</p>
31	5.1.4	18	<p>Would the State allow references to be generic to security service engagements and not specific to categories mentioned in the RFP? This would preserve confidential agreements in place with customers, past and current.</p>	<p>We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).</p> <p>If we seek to obtain completed reference questionnaires from references or simply contact references as part of a responsibility check (see section 6.7, Responsibility), we can make our questions generic. Here are some examples of generic questions that we may use:</p> <p>"1. (This pertains to delays under the control of the vendor) Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time.</p> <p>2. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.</p> <p>3. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.</p> <p>4. Rate the accuracy and timeliness of the vendor's billing and/or invoices.</p> <p>5. Rate the vendor's ability to quickly and thoroughly resolve any problems related to the services provided.</p> <p>6. Rate the likelihood of your company/organization recommending this vendor to others in the future."</p>
32	5.1.2	13	<p>Would you please clarify how the State would want to see a subcontracted group/company represented for the Resumes and References categories versus the a subcontracted individual?</p>	<p>Each resume must be for one (1) individual (reference the requirements of sections 5.1.2 through 5.1.2.12). It does not matter if the resume is from a subcontractor.</p> <p>We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).</p>

Question #	ITB Section	ITB Page	Question	Response

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.


Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 3



Signature

02/15/2017

Date

Ramkumar Regupathy

Printed Name

DevCare Solutions

Company Name

February 14, 2017

AMENDMENT 4

TO: All concerned vendors

RE: ITB17000478, Statewide Information Technology (IT) Security Related Services for the State of Idaho, closing (as of this amendment) 5:00 p.m. Mountain time, March 2, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. See the ITB header document. The ITB Closing Date, shown as the "End Date" on the header document, is changed to read as follows:

"March 2, 2017
5:00 PM MST"

2. Reference the Appendix A - Special Terms and Conditions of the Invitation to Bid. Section 30, Limitation of Liability, is changed to read as follows:

"30. LIMITATION OF LIABILITY

Contractor's liability for damages to the State for any cause whatsoever is limited to the amount set forth below for the service type provided by the Contractor; provided, however, that the following shall not be subject to the foregoing limit:

1. Patent and copyright indemnity under section 24 of the State of Idaho Standard Terms and Conditions;
2. Liquidated damages assessed under the Contract;
3. Claims for personal injury, including death;
4. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract;
5. The insurance coverage required by the Contract; and,
6. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents.

Limitation of liability is established by the following service types, as more particularly described in ITB section 5.1.2.12. Service types not identified in ITB section 5.1.2.12 shall be governed by the "general service" limitation of liability set forth below:

Service Type	Limitation, subject to the exceptions to the limitation set forth above.
Vulnerability Scanning	\$5,000,000
Network Penetration Test	\$10,000,000
Information Security Awareness and Training	\$2,000,000
Incident Response	\$5,000,000
Risk Assessment Services	\$2,000,000
Cybersecurity Software Assessment	\$2,000,000
Information System Security Engineering (ISSE)	\$10,000,000
General Service	\$2,000,000"

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 4



Signature

02/15/2017

Date

Ramkumar Regupathy
Printed Name

DevCare Solutions
Company Name

5.1.3 SERVICE CATEGORIES AND BID SCHEDULE

Attachment 4 Service Categories and Bid Schedule

BIDDER COMPANY NAME:	DevCare Solutions
FEIN NUMBER:	20-2761086
SUBMITTED BY:	Ramkumar Regupathy
TITLE:	Director
PHONE NUMBER:	614-226-2645
FAX:	614-867-9367
EMAIL ADDRESS:	ram@devcare.com
MAILING ADDRESS:	131 N High Street, Suite 640, Columbus, OH - 43215

SERVICE CATEGORIES 1 – 5: IT SECURITY RELATED SERVICES

SERVICE CATEGORY 1: INFORMATON SECURITY ANALYST, SENIOR

The Information Security Analyst, Senior (ISAS) provides expert knowledge to recommend policies and tools to secure organizational information assets. Has knowledge of commonly-used information security concepts, practices, and procedures.

ISAS	Fully Burdened Maximum Hourly Service Rate:	\$80
Years of Relevant Experience:	Five plus years of experience.	
Preferred Education:	Four year college degree or equivalent technical study.	
Role Description:	Skills and knowledge in the following areas. <ul style="list-style-type: none"> • Application of FIPS and NIST standards to complex information security programs. • Experience with SCAP certified scanning automated tools. • Esperance with the NIST National Checklist Program • CISSP, CIAC, CISA or equivalent information security industry certifications. • Security audits 	

SERVICE CATEGORY 2: INFORMATION SECURITY INCIDENT MANAGER

The Information Security Incident Manager (ISIM) is responsible for assisting in information security operations including: compliance, risk analysis, maintenance, awareness and training. Coordinate investigation and reporting of security incidents. Will perform risk management to develop and enhance existing information security and compliance programs. Contribute to IT business continuity and disaster recovery strategy.

NOTE: The requirements of PSOs issued for the services of Service Category 2 must not include any services included in contracts PADD16200940 and PADD16200941, or any services included in any future open contract for Data Breach and Credit Monitoring Services. Contracts PADD16200940 and PADD16200941 are available for viewing here: https://purchasing.idaho.gov/statewide_contracts.html.

ISIM	Fully Burdened Maximum Hourly Service Rate:	\$NA
Years of Relevant Experience:	Five plus years of experience.	
Preferred Education:	Four year college degree in computer science or related field with advanced study preferred.	
Role Description:	Skills and knowledge in the following areas. <ul style="list-style-type: none">• In-depth knowledge in information systems and ability to identify, apply, and implement best practices.• Knowledge of NIST, SOX, GLB, HIPPA, PCI-DSS compliance requirements.• In-depth knowledge of security-related technologies, such as firewalls, IPS/IDS, TCP/IP, DNS, or Web Single Sign-On (SSO).• Ability to solve complex problems by applying best practices.• Ability to interpret and convey complex, difficult, or sensitive information.	

SERVICE CATEGORY 3: SENIOR INFORMATION SECURITY ENGINEER

The Senior Information Security Engineer (SISE) applies systems engineering design approach that incorporates required security controls that meet minimum security requirements to protect information security and privacy designs to secure information assets. The SISE will plan, coordinate, and implement security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information.

SISE	Fully Burdened Maximum Hourly Service Rate:	\$75
Years of Relevant Experience:	Five plus years of experience.	
Preferred Education:	Four year college degree or equivalent technical study.	
Role Description:	Skills and knowledge in the following areas. <ul style="list-style-type: none">• Experience information security frameworks and industry regulations (NIST, ISO, GLBC, PCI, SOX).• Additional experience supporting security event response related to network traffic analysis, forensics, kill chain, windows event analysis.• Must demonstrate knowledge in the following security practice areas: network security, infrastructure security, and file integrity management.• Knowledge of basic laws, legal codes, government regulations, executive orders, agency rules related to security.• Develop and implement an ongoing risk assessment program targeting information security and privacy matters.• Strong knowledge in technology and information security knowledge areas. CISSP, GSLC or information security industry equivalent certification required.	

SERVICE CATEGORY 4: PENETRATION TESTER

The Penetration Tester (PT) is responsible for identifying and demonstrating risk realization of possible exploits within the network infrastructure to enable the enhancement of the overall security posture of the organization. The PT conducts formal tests on both application and network environments throughout the organization, documenting test plans as well as results of testing activities. PTs are expected to perform necessary reconnaissance and network surveys to map targets, research technologies leveraged within each test and consult with clients on exploited targets. PTs respond to information security-related questions and inquiries.

<i>PT</i>	Fully Burdened Maximum Hourly Service Rate:	\$NA
Years of Relevant Experience:	Five plus years.	
Preferred Education:	4 year college degree or equivalent technical study.	
Role Description:	<p>Skills and knowledge in the following areas.</p> <ul style="list-style-type: none">• Must have a software development background (Java, C++, C#, etc.), scripting (Power Shell, Perl).• Expertise with Windows and Linux/Unix environments, IIS, and SQL. CISSP, CISM, GIAC certification required.• Demonstrated knowledge of systems, networks and applications, Microsoft networking concepts, back office products.• Knowledge of social engineering vulnerabilities and attack vectors (Phishing, Vishing, SSMShing, etc.)• Strong knowledge in technology and information security knowledge areas. CISSP, CEH or CHFI certification required.	

SERVICE CATEGORY 5: INFORMATION SECURITY TRAINING ANALYST

The Information Security Training Analyst (ISTA) will assist organizations identifying the training requirements needed to achieve and support the job skills requirements to include training architecture, curriculum outline and statement of training objectives. As a result of the training analysis, the ISTA shall outline training objectives, the training architecture, and training curriculum to provide support training within the organization.

ISTA	Fully Burdened Maximum Hourly Service Rate:	\$65
Years of Relevant Experience:	Three plus years of experience.	
Preferred Education:	Four year college degree or equivalent technical study.	
Role Description:	Skills and knowledge in the following areas. <ul style="list-style-type: none">• Experience developing and conducting training in education programs related to information security.• Strong knowledge in technology and information security knowledge areas. PMP, CISSP, CISM, or GAIC certification required.	

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ITB17000478 - Statewide IT Security Related Services (Formal)

No ITB17000478

Type Formal Solicitation (ITB,RFP,RFI)

Duration

Start Date
Dec 16, 2016
1:45 PM MST

End Date
Mar 2, 2017
5:00 PM MST

Agency State of Idaho







Contact Details

Jason Urquhart
Tel:208-332-1608
Fax:208-327-7320
jason.urquhart@adm.idaho.gov

Description Statewide IT Security Related Services

Delivery Terms Free On Board Destination

Payment Terms Net 30 Days

Solicitation History			
Version No.	Viewed 	Issued Date/Time	Addendum Actions
Original	Yes	Dec 16, 2016 1:45 PM MST	
Addendum 01	Yes	Jan 24, 2017 7:33 AM MST	 <ul style="list-style-type: none"> › View Change Details › Download Change Report
Addendum 02	Yes	Feb 3, 2017 10:51 AM MST	 <ul style="list-style-type: none"> › View Change Details › Download Change Report
Addendum 03	Yes	Feb 7, 2017 7:42 AM MST	 <ul style="list-style-type: none"> › View Change Details › Download Change Report
Addendum 04 (<i>Active Version</i>)	Yes	Feb 14, 2017 1:56 PM MST	 <ul style="list-style-type: none"> › View Change Details › Download Change Report

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Show Version Comparison

**You must review and acknowledge receipt of the documents before responding to this solicitation.



- [\[Check All\]](#)
- [\[Uncheck All\]](#)

Original Solicitation Documents

SelectAcceptedDocument	Actions
 <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> ITB - Statewide IT Sec Rel Services.doc	<ul style="list-style-type: none"> Review Review Document
 <input type="checkbox"/> <input checked="" type="checkbox"/> Attachment5_MandatorySignaturePage.doc	<ul style="list-style-type: none"> Review Review Document
 <input type="checkbox"/> <input checked="" type="checkbox"/> Attachment6_ProjectServiceOrder.docx	<ul style="list-style-type: none"> Review Review Document

Addendum Documents

Select	Accepted Document	Added in Version No.	Actions
<input type="checkbox"/>	<input checked="" type="checkbox"/> ITB17000478 Amend One.docx	Addendum 01	 <ul style="list-style-type: none"> Review Review Document
<input type="checkbox"/>	<input checked="" type="checkbox"/> ITB17000478 Amend Two.docx	Addendum 02	 <ul style="list-style-type: none"> Review Review Document
<input type="checkbox"/>	<input checked="" type="checkbox"/> ITB17000478 Amend Three.docx	Addendum 03	 <ul style="list-style-type: none"> Review

Addendum Documents				
Select	Accepted	Document	Added in Version No.	Actions
				<ul style="list-style-type: none"> Review Document 
<input type="checkbox"/>	x	ITB - Statewide IT Sec Rel Services REV 1.doc	Addendum 03	<ul style="list-style-type: none"> Review Document 
<input type="checkbox"/>	x	ITB17000478 Amend Four.docx	Addendum 04	<ul style="list-style-type: none"> Review Document

Accept

Solicitation Categories

IT Consulting (91871)

COMPUTER ACCESSORIES AND SUPPLIES, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY (20300)

COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS (20400)

COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY (20500)


COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME COMPUTERS (20600)


COMPUTER ACCESSORIES AND SUPPLIES (20700)

COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED) (20800)

COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED) (20900)

Items Associated with this Formal Solicitation

No.	Item Name	Qty	Units	Manufacturer Name	Manufacturer Part Number	Actions
1	IT Security Related Services	1.0	year	No Manufacturer Specified	N/A	 See Item Details

 indicates the items which have been added or changed since you last submitted a response to this solicitation

Terms and Conditions for ITBs/RFPs

Terms and Conditions for ITB/RFPs

The current versions of the **State of Idaho Standard Contract Terms and Conditions** and **Solicitation Instructions to Vendors** are incorporated by reference into this solicitation, and any resulting contract, as if set forth herein in their entirety. Both documents can be downloaded at https://purchasing.idaho.gov/terms_and_conditions.html ; or copies obtained by contacting the Division of Purchasing at 208.327.7465 or purchasing@adm.idaho.gov. Failure by any submitting vendor to obtain a copy of these documents shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the solicitation.

Proposal Discussions

Proposal Discussions: Discussions with individual offerors (including the utilization of one or more rounds of Best And Final Offers (BAFO) and/or Negotiations) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state to be in its best interest. NOTE: Offerors should submit their best proposals initially as there is no guarantee that the State will conduct any discussions.

FOB Destination

Your Bid/Offer must be fully burdened, FOB Destination to the specified delivery location, unless provided otherwise in the solicitation documents.

Attachments

Attachments: Additional terms, conditions, instructions or other requirements apply to this solicitation, and may be attached as Word, Excel or other file types which you must download and review in order to respond.

February 14, 2017

AMENDMENT 4

TO: All concerned vendors

RE: ITB17000478, Statewide Information Technology (IT) Security Related Services for the State of Idaho, closing (as of this amendment) 5:00 p.m. Mountain time, March 2, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. See the ITB header document. The ITB Closing Date, shown as the "End Date" on the header document, is changed to read as follows:

"March 2, 2017
5:00 PM MST"

2. Reference the Appendix A - Special Terms and Conditions of the Invitation to Bid. Section 30, Limitation of Liability, is changed to read as follows:

"30. LIMITATION OF LIABILITY

Contractor's liability for damages to the State for any cause whatsoever is limited to the amount set forth below for the service type provided by the Contractor; provided, however, that the following shall not be subject to the foregoing limit:

1. Patent and copyright indemnity under section 24 of the State of Idaho Standard Terms and Conditions;
2. Liquidated damages assessed under the Contract;
3. Claims for personal injury, including death;
4. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract;
5. The insurance coverage required by the Contract; and,
6. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents.

Limitation of liability is established by the following service types, as more particularly described in ITB section 5.1.2.12. Service types not identified in ITB section 5.1.2.12 shall be governed by the "general service" limitation of liability set forth below:

Service Type	Limitation, subject to the exceptions to the limitation set forth above.
Vulnerability Scanning	\$5,000,000
Network Penetration Test	\$10,000,000
Information Security Awareness and Training	\$2,000,000
Incident Response	\$5,000,000
Risk Assessment Services	\$2,000,000
Cybersecurity Software Assessment	\$2,000,000
Information System Security Engineering (ISSE)	\$10,000,000
General Service	\$2,000,000”

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 4

Signature

Date






Printed Name

Company Name

ITB17000478 - Statewide IT Security Related Services (Formal)

No ITB17000478
Type Formal Solicitation (ITB,RFP,RFI)
Duration *Start Date*
 Dec 16, 2016
 1:45 PM MST
End Date
 Feb 23, 2017
 5:00 PM MST

Agency State of Idaho
Contact Details Jason Urquhart
 Tel:208-332-1608
 Fax:208-327-7320
jason.urquhart@adm.idaho.gov
Description Statewide IT Security Related Services
Delivery Terms Free On Board Destination
Payment Terms Net 30 Days

Solicitation History			
Version No.	Viewed 	Issued Date/Time	Addendum Actions
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- [\[Uncheck All\]](#)

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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ITB - Statewide IT Sec Rel Services.doc		 Review Review Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment5_MandatorySignaturePage.doc		 Review Review Document
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Addendum Documents				
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend One.docx	Addendum 01	 Review Review Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend Two.docx	Addendum 02	 Review Review Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend Three.docx	Addendum 03	 Review Review Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB - Statewide IT Sec Rel Services REV 1.doc	Addendum 03	 Review Review Document

Accept

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Solicitation Categories

**COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS,
ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY
(20500)**


**COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME COMPUTERS
(20600)**


COMPUTER ACCESSORIES AND SUPPLIES (20700)

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(20900)**

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1	IT Security Related Services	1.0	year	No Manufacturer Specified	N/A	 See Item Details

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Attachments

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February 7, 2017

AMENDMENT 3

TO: All concerned vendors

RE: ITB17000478, Statewide Information Technology (IT) Security Related Services for the State of Idaho, closing 5:00 p.m. Mountain time, February 23, 2017.

I. The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.

1. The entire main body of Invitation to Bid ITB17000478 is deleted (the document with the document file name "ITB - Statewide IT Sec Rel Services.doc") and replaced with the attached "REV 1" document (see the document with the document file name "ITB - Statewide IT Sec Rel Services REV 1.doc" which has "REV 1" in red text on the cover sheet).

Changes are shown within the "REV 1" document in redline (Track Changes) format.

II. The following is brief information regarding the are the attendee list and the minutes from the pre-bid telephone conference held on January 4, 2017. This additional information is added to and is made part of the referenced RFP.

1. Jason Urquhart, Purchasing Officer and ITB lead, opened the meeting by introducing himself, and asked attendees from the Office of the Chief Information Officer (OCIO) to introduce themselves. The OCIO attendees were Thomas Olmstead, Cyber Security Officer and Lance Wyatt, IT Information Security Analyst, Sr. Jason told attendees that had pre-registered that he would email them after the pre-bid telephone conference to ask them to confirm their attendance. He then asked for responses from any party that had not pre-registered, and received no such responses.
2. Thomas Olmstead provided a brief overview of the security services covered in the Invitation to Bid and also covered a high-level overview of how the State governs information security, such as centrally managed policy for executive agencies and decentralized management of operations and security at each agency.
3. Jason Urquhart drew attention to the initial term of contract and renewals, section 2.2, section 3, section 5, sections 6.6 and 6.8 (and remarked on the reservation of the right to award multiple contracts), and (Appendix A) section 29 (and remarked about the requirement for Professional Liability for Information Technology (IT), including Cyber Risk).
4. Jason Urquhart opened the call up to questions, and remarked that each person asking questions should follow up with their questions in writing, and that no responses given by the State are official until seen in writing as part of an amendment to the Invitation to Bid.
 - a. A record was made of the following questions and answers were recorded (no record was made of any other questions and answers):

- i. Q: Will the services be task orientated or staff augmentation? A: Could be either based on the needs of each requesting agency.
 - ii. Q: What does the term federated mean? A: Policy is determined centrally for the executive agencies but operations and security decisions for each agency is decentralized.
 - iii. Q: Will experience credit be given to resumes where the candidate has a degree? A: No, we are looking for experience.
 - iv. Q: Will the requested security services be administrated at the government facility or remotely? A: That would be task dependent based on the needs of each agency.
5. After questions, Jason Urquhart drew attention to the table on page 3 and section 1.4 regarding when written questions are due. Jason Urquhart also drew attention to the RFP Closing date, which is currently February 1, 2017.
6. The conference was adjourned.

III. The following are questions, statements, clarifications, and their responses regarding the referenced ITB. This additional information is added to and is made part of the referenced ITB.

ITB17000478 - ITB for Statewide Information Technology (IT) Security Related Services for the State of Idaho

Written Vendor Questions

Question #	ITB Section	ITB Page	Question	Response
1			Do we need to provide actual candidate resumes or can we provide sample resumes?	Sample resumes are not acceptable.
2			Do we need to bid on all service categories or can we bid on selected services categories?	See page 48 of the ITB. On this page there is the following statement: "Bidders may bid one Service Category, some Service Categories or all Service Categories, at their option."
3			Please confirm that the contract will be for deliverables-based projects, not just staff augmentation (The service categories are listed as job titles.)	Both will be covered under the Contract(s) awarded from this ITB.
4	General		Will the contract be for deliverables-based projects or just staff augmentation?	Both will be covered under the Contract(s) awarded from this ITB.
5			Is the submission of resumes and references from a team member/subcontractor allowable?	Submission of resumes from subcontractors is acceptable. We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).

Question #	ITB Section	ITB Page	Question	Response
6	5.1.4 References	18-19 and 43-44	<p>Can the State please clarify how many completed Reference Questionnaires must be provided? Are three completed Reference Questionnaires required for each Service Category? If so, can one Reference Questionnaire be used across multiple Service Categories?</p> <p>Given the time involved in contacting clients for submitting these directly to the Purchasing Officer, we appreciate the State clarifying this for Bidders as timely as possible.</p>	<p>We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).</p>
7			<p>If you don't mind me asking, what is the due date/time for responding to this RFP? Your help/guidance would be appreciated.</p> <p>Located due date. Showing it as 1/13/17 by 5:00pm MST as of to date.</p>	<p>The ITB Closing Date is now February 23, 2017, 5:00 PM Mountain time.</p>
8	Section 5.1.2.11	15	<p>Is it the state's expectation that each staff member proposed for a service category have the number of years of experience indicated for ALL of the areas listed; or would staff be acceptable that have the requisite years of experience in one or more of the listed areas (particularly if a combination of our staff would have the requisite experience in all of the listed areas for a service category)?</p>	<p>Each staff member proposed for a Service Category must have the requisite number of years for all areas listed.</p>
9	5.1.4	18	<p>Can the same reference be used for more than one Service Category? If the answer is yes, can more than one service category be listed on a single reference questionnaire, or would a reference need to complete different questionnaire forms for EACH service category?</p>	<p>Yes, the same reference may be used for more than one Service Category.</p> <p>Please also see our response to question # 6 above.</p>
10	General		<p>Can firms bid as prime with subcontractors or as joint venture?</p>	<p>Bidders may use subcontractors.</p> <p>Regarding joint ventures, please be advised that, in order to be considered, a Bid must be submitted by a single legal entity.</p>
11			<p>Just to clarify, to use the "Attachment 2 – Bidder Questions Form" while you don't want font changed or anything else of the like, I presume you would like us to copy and paste into a new Word document, since the "attachment" is actually a part of the same file as the entire ITB? Is that correct, or would you rather have us submit the entire ITB file, with our</p>	<p>The due date and time for submission of written questions has passed; however, either way is acceptable.</p>

Question #	ITB Section	ITB Page	Question	Response
			questions added into page 42, where the Attachment 2” is located?	
12	1.2	3	Out of the \$15-\$20 million annual spend estimated for the annual IT Security Services, has it been determined which services, will be the majority of this annual spend?	We anticipate, but cannot guarantee, that the majority of annual spend in this regard will be for Service Category 1, Information Security Analyst, Senior and for Service Category 5, Information Security Training Analyst.
13	1.2	3	Also, out of the majority of annual spend will the type of service be more task (staff augmentation) or project based work to be performed?	We anticipate, but cannot guarantee, that the majority of annual spend in this regard will be for project based work.
14	5.1.2.12	15-17	Which service types will be heavier project based work as opposed to staff augmentation?	We anticipate We anticipate, but cannot guarantee, that the majority of annual spend in this regard will be for Service Category 1, Information Security Analyst, Senior and for Service Category 3, Senior Information Security Engineer.
15	5.1.2.4	14	Please clarify this Section. There are 7 service types in your table on pages 16-17 and 5 categories listed on pages 18-19, out of the 7 types why can't a resume be submitted more than once within a Service Category? Are there overlaps not delineated clearly for Service Categories within Service Types?	Please note that the 7 Service Types identified in section 5.1.2.12 are examples; they are not to be considered as another way to state "Service Categories". The reason why a resume can't be submitted more than once for a Service Category is because we are looking to evaluate only one (1) resume per Service Category. Please see section 5.1.2.5.
16	5.1.4	18-19	Please clarify if the same references can be used for multiple Service Categories?	Yes, the same reference may be used for more than one Service Category. Please also see our response to question # 6 above.
17	5.1.4	18-19	Can the references be from both State and Commercial entities?	Please see the last sentence of section 5.1.4.1 which reads "For any list of references that a Bidder provides, we request that the list not include agencies of the state of Idaho or employees of the state of Idaho, former or current."
18	5.1.2	13	If the individual who's resume is submitted is unable to perform the work (i.e., due to another project, etc.) can an alternate person on the same team be qualified to perform the work or is it expected to be the person who is submitted?	See section 5.1.2.10. If the individual whose resume is submitted is unavailable to perform the work, an alternate person who meets the qualifications for the Service Category can perform the work.
19	1.1	3	What is the deadline for submitting all of the necessary documents for this ITB?	The ITB Closing Date is now February 23, 2017, 5:00 PM Mountain time.
20	1.6	6	What is the date of the Opening Bid?	Please see section 1.1, Pre-Bid Schedule and Other ITB Information, and see the row with the heading "ITB Opening Date".
21	1.6	6	What is the date of the Letter to Intent to Award?	We cannot provide this information because we don't know when the date will be.
22	5.1.3	18	Is it possible to offer a Fully Burdened Maximum Hourly Service that does	No, it is not. The only costs above the fully burdened rate are for travel over thirty (30) miles (see section

Question #	ITB Section	ITB Page	Question	Response
			not include travel expenses (invoice for travel separately)?	5.1.3.2). Please read sections 5.1.3 through 5.1.3.3 carefully.
23	5.1.3	18	Is it possible to invoice for airfare, lodging, and meal expenses based on actual costs (receipts to be provided)?	No, it is not.
24	Appendix A, "Special Terms & Conditions," 14.1.4	29	In Section 14.1.4, the language provides that one remedy the State may exercise is "Terminate the PSO with full refund of all monies paid." (Our company) requests modifying that clause so it reads: "Terminate the PSO with full refund of all monies paid for the services deemed deficient. " (Our company) agrees that the State should not have to pay for services that do not conform to the agreed upon requirements, but (our company) should be paid for conforming work that it performs.	We will not accept this requested change.
25	Appendix A, "Special Terms & Conditions," 26	34	Section 26 requires (our company) to warrant that ". . . all personnel offered or assigned under a PSO shall not be constrained, limited, or restricted from providing services to the State in any way by way of non-compete clauses or other restricting agreements." (Our company)'s employees do sign non-compete agreements in connection with their employment. (Our company)'s primary resource is its qualified, trained, background screened employees. If the State wishes to offer a job to particular employee (of our company), (our company) will certainly consider whether it is fair, reasonable and appropriate to waive the non-compete provision with that employee. We suggest modifying Section 26 to read: "Unless approved in writing by the other party, neither party shall solicit for employment any employee of the other party who is directly involved in the performance of services under this Agreement during the term hereof. This section will not restrict the right of either party to (a) solicit the employment of employees of the other party after such employees have separated or have been separated from the service of such other party for a period of six months or more, provided that the soliciting party did not solicit such separation, or (b) solicit or recruit generally in the	<p>Our intent with section 26, Contractor Non-Compete Agreements, of Appendix A – Special Terms and Conditions, is not to make way for the state of Idaho to hire a vendor's employees. This provision has nothing to do with the state of Idaho hiring a Contractor's employees.</p> <p>This provision does have to do with the Contractor's non-compete clauses or other restricting agreements (if any) hindering personnel from performing work under a PSO.</p> <p>Based on the above, we will not accept the requested change.</p>

Question #	ITB Section	ITB Page	Question	Response
			media, including internal and external job posting sites.”	
26	STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS	N/A	Section 12 “Indemnification” of the State of Idaho Standard Contract Terms and Conditions, requires (our company) to indemnify the State “. . . from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. . . .” (Our company) requests inclusion of a damage cap on this potential liability. In order to manage its business risks and make sure that it can remain in business for the long haul as a trusted advisor to its clients, (our company) needs to balance the risks to which it is exposed with the business opportunities it engages in. We suggest adding the following clause to end of Section 12: “In no event will Contractor’s liability under any claim under this Agreement or otherwise exceed an amount equal to three (3) times the total amount of fees actually paid by the State to Contractor under this Agreement during the 12 months preceding the incident giving rise to the claim.”	Section 12 of the State of Idaho Standard Terms and Conditions is not modified. We have added a Limitation of Liability provision to Appendix A - Special Term and Conditions.
27			Yes, I wasn’t able to make the call. Was there any information that I need in order to bid or will it still be ok to submit based on what is in the RFP?	Attendance on the pre-bid telephone conference is not required in order to submit a Bid.
28	5.1.2.12	16	Cisco has Incident Response on the NASPO Value Point contract. Is it important that we bid this same service and have it represented on both contracts or can we utilize the Cisco NASPO PA for this engagement?	In this Invitation to Bid, we are not looking to obtain services under a NASPO ValuePoint contract. Bidders should bid the services for which they have the capability to perform.
29	5.1.4	18	Customer Engagement are typically private, is there another way the state can evaluate the bidder’s competency for the services other than named customer references?	We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder’s references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references). Please also see our response below to question # 31.

Question #	ITB Section	ITB Page	Question	Response
30	5.1.4	18	References for standard services engagements are available. However references per specific security engagements are always considered confidential. Can the State request references in a different manner?	<p>We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).</p> <p>Please also see our response below to question # 31.</p>
31	5.1.4	18	Would the State allow references to be generic to security service engagements and not specific to categories mentioned in the RFP? This would preserve confidential agreements in place with customers, past and current.	<p>We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section 5.1.4 and 5.1.4.1 in which we now request a list of references).</p> <p>If we seek to obtain completed reference questionnaires from references or simply contact references as part of a responsibility check (see section 6.7, Responsibility), we can make our questions generic. Here are some examples of generic questions that we may use:</p> <p>"1. (This pertains to delays under the control of the vendor) Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time.</p> <p>2. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.</p> <p>3. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.</p> <p>4. Rate the accuracy and timeliness of the vendor's billing and/or invoices.</p> <p>5. Rate the vendor's ability to quickly and thoroughly resolve any problems related to the services provided.</p> <p>6. Rate the likelihood of your company/organization recommending this vendor to others in the future."</p>
32	5.1.2	13	Would you please clarify how the State would want to see a subcontracted group/company represented for the Resumes and References categories versus the a subcontracted individual?	<p>Each resume must be for one (1) individual (reference the requirements of sections 5.1.2 through 5.1.2.12). It does not matter if the resume is from a subcontractor.</p> <p>We have deleted the requirements for submission of reference questionnaires, with the exception that, per section 6.7, Responsibility, we may seek to obtain completed reference questionnaires from any apparent high point Bidder's references (see section</p>

Question #	ITB Section	ITB Page	Question	Response
				5.1.4 and 5.1.4.1 in which we now request a list of references).

There are no other changes. If you have already submitted your Bid and this amendment will alter your Bid, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Jason R. Urquhart, CPPO, CPPB
Purchasing Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Bid.

ACKNOWLEDGEMENT OF AMENDMENT 3

Signature

Date

Printed Name

Company Name



REV 1

STATE OF IDAHO
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASING

Invitation to Bid
for
Statewide Information Technology (IT) Security Related Services

Invitation to Bid Number ITB17000478

Date of Issuance: December 16, 2016

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SECTION 1

ITB ADMINISTRATIVE INFORMATION & OVERVIEW

1.1 PREBID SCHEDULE AND OTHER ITB INFORMATION

Invitation to Bid (ITB) Title:	Information Technology (IT) Security Related Services
ITB Project Description:	To provide to State and public agencies quality contracted information technology providers to assist State and public agencies with IT security related services needs per the described services of this Solicitation.
ITB Lead:	Jason Urquhart, Purchasing Officer jason.urquhart@adm.idaho.gov
Pre-Bid Telephone Conference:	9 a.m. Mountain time, Wednesday, January 4, 2017
Telephone Conference Information:	Provided upon receipt of supplier's conference registration form (see Attachment 1, Pre-Bid Telephone Conference Registration Form).
Deadline To Receive Questions:	5 p.m. Mountain time, Wednesday, January 11, 2017
ITB Closing Date:	Per the IPRO Header Document
ITB Opening Date:	1:30 p.m. Mountain time the following business day after closing.
Validity of Bids:	By responding to this Solicitation, Bidders agree that the submitted Bid will be honored and valid in whole for no less than one hundred twenty (120) calendar days.
Initial Term of Contract and Renewals:	Initial term of the Contract(s) shall be one (1) year. Thereafter, upon mutual, written agreement between the parties, the Contract(s) may be renewed annually for four (4) renewal terms of one (1) year each.
TAKE NOTE OF THE 1.25% ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE'S STANDARD TERMS AND CONDITIONS.	

1.2 SCOPE OVERVIEW

The state of Idaho (the "State") is seeking Bids from qualified IT security related service providers for Statewide IT Security Related Services in the areas identified in this ITB. While difficult to estimate, the State anticipates that its annual spend for Statewide IT Security Related Services would be in excess of \$15 - \$20 M annually. Statewide IT Security Related Services

are used by State entities, including Public Agencies. **Resulting Contracts will include a Public Agency Clause as allowed by Idaho Code § 67-2327, allowing State public agencies such as cities, counties, and educational institutions to use the Contracts.** The value of Public Agency spend is not estimated in the State's spend above.

Multiple Contracts* may be awarded from this Solicitation in accordance with Idaho Code § 67-9211. **Resulting Contracts will not allow for the purchase of hardware or third-party software. Additionally, resulting Contracts will not allow for the purchase of IT security related services not covered by the Contracts. Any Contractor found selling hardware, third-party software, or additional services outside the scope of the Contract will be deemed in breach, which may lead to the termination of its Contract.**

*** The language in this ITB is written from the standpoint that the State anticipates awarding multiple Contracts. However, Bidders are advised that the State may award only one Contract.**

This Solicitation is being released and administered by the State Division of Purchasing (DoP), a division of the State's Department of Administration. This Solicitation is the result of the need for State agencies and organizations to acquire qualified contracted IT security related services in a timely manner. **The resulting Contracts will be mandatory use for State officers and employees as called for by Idaho Code § 67-9230 (4) for those services as defined by this Solicitation.**

The intent is to secure Contracts with qualified IT security related service providers who can provide the services listed in the Service Categories in Attachment 4 – Service Categories and Bid Schedule.

The State reserves the right to make no award for a Service Category if in the State's determination, no Bid offers sufficient evidence of a Bidder's capability to provide the required services, or, if making no award for a Service Category is found by the State to be in its best interest, in the sole discretion of the State.

Bidders must Bid a Fully Burdened Maximum Hourly Service Rate for each Service Category listed in this Solicitation. Selection for consideration of an award will be based upon a limited ITB evaluation process. Once Contracts are in place, a Project Service Order (PSO) (see **Attachment 6**) will be used by an Agency to communicate to the Contractors the need for IT security related services. The PSO will detail the scope of the Agency's need(s). Contractors will formally respond to the PSO, detailing their proposals to fulfill the PSO, including their offered hourly cost for providing the services (which must not exceed the Fully Burdened Maximum Hourly Service Rate established by the Contracts). The Agency will then evaluate the responses and select the "Best Qualified Contractor(s)" for providing the services requested by the PSO.

1.3 PRE-BID TELEPHONE CONFERENCE

A **non-mandatory** pre-bid telephone conference will be held per the date listed in section 1.1, or as amended. All interested participants are invited to participate at their own expense. A

maximum of two (2) participants from each interested Bidder may attend the conference. Interested participants are to pre-register with the ITB Lead identified in section 1.1. Attached as part of this ITB, is Attachment 1 _Pre-Bid Telephone Conference Registration Form. Interested participants are to complete this form and email it to the ITB Lead no later than December 30, 2016. It is requested that the email subject line state the ITB number followed by “Pre-Bid Telephone Conference Registration.”

►Once the completed form is received, the ITB Lead will return via email the conference location and call-in information.

The conference will be used to explain, clarify, and identify areas of concern in the Solicitation. Any oral answers given by the State during the pre-bid telephone conference are unofficial, and will not be binding on the State. Should the conference participant desire an official answer, questions and requests for qualifications must be submitted via section 1.4 SUBMITTING WRITTEN QUESTIONS.

1.4 SUBMITTING WRITTEN QUESTIONS

All questions and requests for clarifications regarding this Solicitation must be submitted in writing to the ITB Lead in accordance with the time and date listed in section 1.1.

Attachment 2 _Bidder Questions form must be used for submitting questions. This form must be used for submitting questions, requests for clarifications, and concerns regarding the STATE OF IDAHO STANDARD TERMS AND CONDITIONS, PSO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (Attachment 7 to this Solicitation), or the Special Terms and Conditions of this Solicitation. Only a returned completed Microsoft Word file will be accepted. Email the completed WORD FILE back to the ITB Lead. Questions received after the deadline shall be rejected and not considered.

The e-mail subject line is to state the ITB number followed by “Questions.”

Questions received in any other format than the WORD FILE template shall not be considered. The file is to be used WITHOUT MODIFICATION. DO NOT change the format or font of the question template. DO NOT bold your questions or change the color of the font. Bidders are to submit only one file containing all the questions the Bidder wishes to have answered. Multiple files received will be not considered.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions, or any term or condition found within this document, must be submitted prior the deadline for submitting questions. THERE SHALL BE NO NEGOTIATING of these terms and conditions after the State has issued the amendment responding to the questions received or prior to or after the award of a Contract.

QUESTIONS REGARDING THESE REQUIREMENTS MUST CONTAIN THE FOLLOWING:

1. The rationale for the specific requirement being unacceptable to the Bidder (define the deficiency).
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and the Bidder.

Bids received that qualify the Bid based upon the State accepting other terms and conditions not found in this Solicitation or an amendment to this Solicitation, or stating that the Bid is based upon terms to be negotiated, WILL BE FOUND NON-RESPONSIVE and no further consideration given to the Bid.

Questions shall only be answered via an amendment to this Solicitation issued in the Idaho Procurement (IPRO) system. No verbal responses to inquiries and/or questions shall be binding upon the State.

1.5 BID OPENING

Opening of Bids will be held at DoP, Len B. Jordon Building, 650 W. State – B15, Boise, Idaho 83720, in accordance with section 1.1. All Bidders, authorized representatives and the general public are **invited at their own expense** to be present at the opening of the Bids. During the bid opening and due to this being an evaluated ITB, only the names of the Bidders will be read aloud. No other information regarding the Bids will be given.

1.6 LETTER OF INTENT TO AWARD

Responsive, responsible Bidders will be notified of the result of the procurement process via a **Letter of Intent to Award**. The letter will be issued by DoP, and will list those Bidders with whom the State intends to enter into a Contract.

2. INSTRUCTIONS FOR SUBMISSION OF BIDS

2.1 Any qualified Bidder may submit a Bid.

BIDS MUST BE SUBMITTED MANUALLY in accordance with the instructions in the State of Idaho Mandatory Signature Page attached to this Solicitation. Electronic submissions will not be considered due to the possibility of considerable interest in this ITB, so, there may be a large number of Bids received by the State which may contain multiple separate documents each, and receiving only manual Bids will facilitate receipt, opening, review and evaluation.

Only one (1) Bid total will be received and considered per Bidder/business entity.

2.2 PARTS OF A BID

A Bid will consist of the following distinct parts, arranged as follows.

- 2.2.1 A signed mandatory State of Idaho Signature Page (Attachment 5).
- 2.2.2 Transmittal Letter in accordance with section 5.1.1.
- 2.2.3 The required resumes in accordance with section 5.1.2.
- 2.2.4 The information required in section 5.1.2.10.
- 2.2.5 A completed Service Categories and Bid Schedule in accordance with section 5.1.3.

~~A Bid will also consist of the following, but this information will be submitted by the Bidder's references, not by the Bidder:~~

- 2.2.6 ~~Completed Reference Questionnaires in accordance with~~The list of references requested in section 5.1.4.

2.3 (M) INSTRUCTIONS FOR SUBMITTING A BID

Bids shall be submitted in accordance with this requirement and the instructions listed on the State of Idaho Mandatory Signature Page. **A manually submitted Bid shall consist of the items listed in 2.2 PARTS OF A BID, and shall be submitted as an original Bid, and as a copy of the original Bid as follows.**

2.3.1 The original Bid is to be arranged in the following order.

- 2.3.1.1 One (1) original of the signed mandatory State of Idaho Signature Page.
- 2.3.1.2 One (1) original of the Transmittal Letter in accordance with 5.1.1.
- 2.3.1.3 One (1) original of the required resumes in accordance with 5.1.2.
- 2.3.1.4 One (1) original of the information required in section 5.1.2.10.
- 2.3.1.5 One (1) original of the Service Categories and Bid Schedule in accordance with 5.1.3. Seal the Service Categories and Bid Schedule in a separate envelope and

mark “Original Completed Bid Schedule.”

The originals must be marked “Original”. If possible, please bind with a rubber band or large paper clip.

2.3.2 In addition to the submission of the original Bid, Bidders are to submit a copy of the original Bid arranged in the following order. Copies of the copy may be reproduced by the State for issuing to the evaluation team(s).

2.3.2.1 One (1) unbound and unstapled copy of the original detailed in 2.3.1 with the copy of the Service Categories and Bid Schedule sealed in a separate envelope.

2.3.2.2 One (1) electronic copy of the Bid on CD or USB device. Only Word or Excel formats will be accepted. The exception is the Mandatory Signature Page. The Mandatory Signature Page is to be signed, scanned, and included as a pdf. The format and content must be the same as the manually submitted Bid. The electronic version must NOT be password protected or locked in any way.

Please bind the packet with a rubber band or paper clip, and mark the packet “Copy.”

2.3.3 The original Bid and the copy are to be sealed in a single container for shipping and must be addressed to Jason Urquhart (ITB Lead) and clearly marked “ITB for Statewide IT Security Related Services Bid” and carrier shipped per the instructions on the State Mandatory Signature Page.

2.3.4 Bids may also be hand-delivered to the Division of Purchasing, 650 West State Street, Office B-15, Boise, Idaho 83702.

In order to be considered for evaluation and award, the sealed Bid must be delivered to the place specified per the Mandatory Signature Page no later than the ITB Closing Date and time posted identified in IPRO. A Bid received after the ITB Closing Date and time or received at the wrong location will not be accepted unless the State determines that late receipt was due solely to mishandling by the State after its arrival.

2.4 (M) VALIDITY OF BIDS

Bids shall remain valid for one hundred twenty (120) calendar days after the date set for the opening of Bids.

2.5 IPRO ACCOUNT

All Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system (even if submitting a Bid manually outside of IPRO) as it is necessary in order to process and/or award the resulting Contract(s). Establishing an account is free and only takes a few minutes.

2.6 (M) ACKNOWLEDGEMENT OF AMENDMENTS

If the Solicitation is amended, the Bid must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Bid may result in the Bid being found non-responsive. IDAPA 38.05.01.52

2.7 TRADE SECRETS

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Bidders must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Bid; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

3. EVALUATION CODES

3.1 Responsive Bids received in response to this ITB will be partially evaluated and scored. The following evaluation codes will be used to identify those requirements and specifications that will be evaluated. **The State reserves the right to seek clarification from the Bidder, or to seek a response on any (M), or (M, E), ~~or~~ (E) requirement.**

3.1.1 (M) MANDATORY REQUIREMENT

Failure to comply with any mandatory specification or requirement may at the sole discretion of the State render a Bidder's Bid non-responsive and no further consideration given to the Bid.

3.1.2 (M, E) MANDATORY-EVALUATED REQUIREMENT

Failure to comply with any mandatory-evaluated specification or requirement may at the sole discretion of the State, render Bidder's Bid non-responsive. **Bidder is to provide a written response for to be evaluated.** Written response may be a State supplied form requiring completion and submittal as part of a Bid, or may be a written response required from the Bidder as part of a Bid. Points will be awarded based on pre-determined evaluation scoring criteria. Failure to provide a written response may result in a finding of non-responsive for the Service Category bid.

~~3.1.3 (E) EVALUATED SPECIFICATION~~

~~**Bidder is requested to provide a written response for evaluating.** Written response may be a State supplied form requiring completion and submittal as part of a Bid, or may be a written response required from the Bidder as part of a Bid. Failure to provide a written response will result in zero (0) points awarded for the requirement or specification. If the Bidder provides a response to an (E) evaluated specification, the response will be evaluated and points will be awarded based on pre-determined evaluation scoring criteria.~~

SECTION 4

TERMS OF PROCUREMENT PROCESS

4.1 To be considered responsive, Bidders shall adhere to all requirements of this Solicitation. The determination of whether a Bid is responsive is a determination made solely by the State. The State reserves the right to waive any nonmaterial variation that does not violate the overall purpose of the Solicitation, frustrate the competitive bidding process, or afford a Bidder an advantage not otherwise available to all Bidders. The State further reserves the right to request clarifications or provision of missing information provided the missing information does not place another Bid at a disadvantage.

4.2 All data provided by the State in relation to this Solicitation represents the best and most accurate information available at the time of Solicitation preparation. Should any data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for Contract or Contract amendment by the Contractor.

4.3 All Bid material submitted becomes the property of the State of Idaho and shall not be returned to the Bidder unless the Solicitation is cancelled by the State (State Code § 67-9215). Bids and supporting documentation may be available for public inspection upon written request following the announcement of a Contract award, except for information specifically exempted from disclosure under the Idaho Public Records Act, Section 9-340D(1), Idaho Code.

SECTION 5

EVALUATED BUSINESS AND TECHNICAL RESPONSE

FOR ANY SERVICE CATEGORY, THE STATE RESERVES THE RIGHT TO MAKE NO AWARD IF, IN THE STATE'S DETERMINATION, NO BID OFFERS SUFFICIENT EVIDENCE OF A BIDDER'S CAPABILITY TO PROVIDE THE REQUIRED SERVICES.

5.1 (M) BUSINESS RESPONSE

The business response portion of a Bidder's Bid shall be comprised of the following.

5.1.1 (M) Bidders are to provide the following information. *FAILURE TO PROVIDE THE FOLLOWING INFORMATION MAY, AT THE SOLE DETERMINATION OF THE STATE, LEAD TO A FINDING OF NON-RESPONSIVE, AND NO FURTHER CONSIDERATION GIVEN TO THE BID.*

BIDDERS ARE TO STATE THE REQUIREMENT NUMBER WHEN RESPONDING. Failure to state the requirement number when responding may lead to a finding of non-responsive if the State cannot determine a response meets the requirements listed below. It is not necessary to repeat back to the State the requirement itself.

5.1.1.1 (M) TRANSMITTAL LETTER

Transmittal Letter is to comply with and contain the following information.

5.1.1.1.1 The Transmittal Letter is to be on official letterhead of the Bidder's company, with the Bidder's name, mailing address, telephone number, facsimile number, and e-mail address of the Bidder's authorized agent readily evident. *THE TRANSMITTAL LETTER MUST BE SIGNED IN INK BY AN INDIVIDUAL AUTHORIZED TO COMMIT THE BIDDER TO THE SERVICES BID.* √

5.1.1.1.2 Identification of the Bidder's corporate or other legal entity. Bidders must include their tax identification number. The Bidder must be a legal entity with the legal right to contract. √

5.1.1.1.3 Contact information for the person(s) responsible for receiving and fulfilling Project Service Order requirements if a Contract is awarded. Contact information is to include name, title, phone number, and email address. If the Bidder uses a general email address for receiving inquiries, Bidder may provide that instead of a person's name and contact information. √

5.1.1.1.4 A statement indicating the Bidder's acceptance of and willingness to comply with the Specifications and requirements of the Solicitation and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions, and terms and conditions found within this document. √

5.1.1.1.5 A statement that providing contracted IT security related services is a core business of the Bidder's company, and that the company has been providing IT security related services to verifiable clients for no less than two (2) years prior to the close of the Solicitation.

5.1.1.1.6 A statement that the Bidder shall adhere to section 6 BACKGROUND CHECKS in Appendix A - SPECIAL TERMS AND CONDITIONS, for all employees providing services to the State.

5.1.1.1.7 A statement that the Bidder complies with affirmative action and equal employment regulations.

5.1.1.1.8 A statement that the Bid was arrived at independently by the Bidder without collusion, consultation, communication, or agreement with any other Bidder as to any matter concerning pricing.

5.1.1.1.9 A statement that the Bidder has not employed any company or person other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the Contract. Additionally, the statement must state that the Bidder has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bidder or a company regularly employed by the Bidder as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. The Bidder shall affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.1.1.1.10 A statement naming the firms and/or staff responsible for writing the Bid.

5.1.1.1.11 A statement that the Bidder is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.1.1.1.12 A statement affirming the Bid will be firm and binding for one hundred twenty (120) calendar days from the bid opening date.

5.1.2 **(M, E) RESUMES**

Bidder must submit resumes for evaluation as part of its Bid. Submitted resumes must be for either current employees or current contracted staff member in accordance with this specification.

The State reserves the right to contact the persons identified on submitted resumes to verify work experience and skill represented, and employment with the Bidder in accordance to the specifications of this Solicitation. **All resumes are to contain at a minimum, a name and contact telephone number.** The State's preference is to have a name, contact telephone number and an email address. Bidder may mark resumes as "trade secret", and the state of Idaho will protect them from disclosure to the extent that Idaho Public Records Law allows.

Resumes not marked “trade secret” shall not be considered trade secret.

RESUMES RECEIVING AN EVALUATED SCORE OF “0” WILL CAUSE THE BID FOR SERVICE CATEGORY BID TO BE FOUND NON-RESPONSIVE. A score of “0” is a failing score.

Resumes submitted must meet at a minimum, the following criteria.

5.1.2.1 Resumes must not exceed two (2) single sided pages and must provide evidence of the Bidder’s ability to provide the services required for the Service Category being bid.

5.1.2.1.1 Bidders must submit one resume per Service Category bid, and in accordance with 5.1.2.1 – 5.1.2.6.

5.1.2.2 The Service Category for which the resume is being submitted must be clearly noted on the first page of the resume.

5.1.2.3 The first page must clearly state the name, phone number and/or email address of the person described in the resume.

5.1.2.4 The same person (resume) may be submitted multiple times across the Service Categories, but may only be submitted once within a Service Category.

5.1.2.5 One AND ONLY ONE resume will be accepted per Service Category. Submit the best candidate for each Service Category for which you are submitting a Bid.

5.1.2.6 The person named on the resume must be either a current employee or a current contracted staff member of the Bidder, and must have experience in the capacity of the Service Category being submitted as an employee or contracted member of the Bidder.

5.1.2.7 Resumes will be evaluated based on the following criteria.

5.1.2.7.1 Is the resume compliant with 5.1.2.1 – 5.1.2.6?

5.1.2.7.2 Does the resume support the person having been engaged or employed by the Bidder in accordance with 5.1.2.6?

5.1.2.7.3 Does the resume support the skills needed to perform in the Service Category?

5.1.2.8 Failure to comply with any requirement of 5.1.2.7.1, 5.1.2.7.2, or 5.1.2.7.3 will result in a finding of non-responsive to the Service Category being bid.

5.1.2.9 The State will only evaluate the required number of resumes. Additional resumes submitted above the required number will not be evaluated. The State takes no responsibility for any confusion caused by the Bidder submitting additional resumes above the required number.

5.1.2.10 Although, for evaluation purposes, we are only evaluating one resume per Service Category bid, the State will likely need more than one person to fulfill the services to be provided per Service Category. Therefore, Bidders are required to provide information in their Bids that identifies the number of staff that meet the qualifications listed in section 5.1.2.11 (Resume Qualifications) that the Bidders can provide if called

upon by ordering Agencies. This will aid the State in making decisions regarding the award of multiple Contracts.

5.1.2.11 Resume Qualifications

1: Information Security Analyst Senior.

Minimum of 5 years' experience in requirements analysis, application of FIPS and NIST standards to complex information security programs, system security audits, and hands-on experience with SCAP certified scanning tools. Experience with the National Checklist Program. Must substantiate competence through industry certifications such as CISSP, GIAC, CISA, etc.

2: Information Security Incident Manager.

Minimum of 2 years' experience in the four incident management domains; Governance, Risk Management and Compliance, Program Development and Management. Participation in the planning, performance, and reporting of incident responses, risk assessments, and penetration testing. Must substantiate competence through industry certifications such as CISSP, GIAC, CISA, etc.

3: Senior Information Security Engineer.

Minimum of 5 years' experience with information security frameworks and industry regulations (NIST, ISO, GLBC, PCI, SOX). Additional experience supporting security event response related to network traffic analysis, forensics, kill chain, windows event analysis. Must demonstrate knowledge in the following security practice areas: network security, cloud security, infrastructure security, and file integrity management. Must substantiate competence through industry certifications such as CISSP, GIAC, CISA, etc.

4: Penetration Tester.

Minimum of 5 years' experience information security programs. Must have a software development background (Java, C++, C#, etc.), scripting (Power Shell, Perl), and expertise with Windows and Linux/Unix environments, IIS, and SQL. Must substantiate competence through industry certifications such as CISSP, GIAC, CISA, etc.

5: Information Security Training Analyst.

Minimum of 3 years' experience developing and conducting training in education programs related to information security. Strong knowledge in technology and information security knowledge areas. Must substantiate competence through industry certifications such as CISSP, GIAC, CISA, etc.

5.1.2.12 Service Category Functions

The following are examples of the services that may be required under the Contract(s)

awarded from this ITB:

Service Type	Serviced Required per Service Type
<p>Vulnerability Scanning <u>(may include cloud vulnerability scanning)</u></p>	<p>Conduct on demand or on a scheduled basis vulnerability scanning utilizing a SCAP validated scanning tool to deliver a prioritized list of critical vulnerabilities for network devices, servers, and hosts. Scanning capabilities must check for code-based and configuration-based vulnerabilities.</p> <p>Identified vulnerabilities must be risk-rated based on exploitability and the potential impact of the vulnerability on segmented by groups of assets (example, DMZ servers, internal servers, hosts).</p> <p>Identify and recommend compensating controls to mitigate risks associated with identified vulnerabilities.</p>
<p>Network Penetration Test <u>(may include cloud networks)</u></p>	<p>External Vulnerability Assessments: Evaluate the network perimeter and firewall from the perspective of an outside attacker for vulnerabilities and recommend compensating security controls.</p> <p>Social Engineering: Tests a pre-determined number of users with email/SMS/telephone based attacks designed to obtain insider information.</p> <p>Client-side: Conduct tests of the network from the perspective of an internal user. This looks at user access permissions, server update and patch levels, and other vulnerabilities that are specific to an "insider" threat.</p> <p>Internal Network: Assess the effectiveness of security controls on the internal network to access other systems and servers.</p> <p>Provide a written report detailing the penetration approach, findings with specific recommendations to correct observed vulnerabilities.</p>
<p>Information Security Awareness and Training</p>	<p>Supports monthly managed simulated phishing campaigns.</p> <p>Provides on-demand social engineering assessments simulating; Phishing, SMSing, and Vishing campaigns.</p> <p>Provide security awareness for all employees to include interactive HTML, video, and game based training covering a variety of security awareness training.</p> <p>Perform gap analysis of skills employees need to build a baseline training and awareness program for all employees.</p> <p>Provide on-site targeted security technical training for administrators.</p>
<p>Incident Response</p>	<p>Identify the composition of the incident response team.</p> <p>Identify the approach to mitigate the incident following incident best practices four phases; preparation, detection and analysis, containment, eradication and recovery and post-incident activity.</p> <p>Explain methodologies to handle common incident types; unknown, web, removable media. Improper usage, attrition, email. Impersonation/Spoofing, loss or theft of equipment.</p> <p>Conduct incident handling procedures related to; incident determination, prioritization, acquiring, preserving, securing, and documenting evidence, incident containment, eradication, recovery,</p>

	incident final report.
Risk Assessment Services <u>(may include cloud service risks)</u>	<p>Validate that the agency reviewed enterprise security solutions, common controls, and enterprise security policies and incorporated them into the agencies cybersecurity framework.</p> <p>Identify risk areas, assess risk factors, recommend appropriate resources to reduce risk factors, identify and analyze alternative actions and plan security controls to support risk reduction.</p> <p>Develop and/or evaluate potential risk mitigation strategies solutions and recommendations for agency information systems.</p> <p>Support for developing and documentation risk assessment results and use threats, applicable vulnerabilities, and the likelihood of occurrence within the context of agency risk tolerances. Risk basements will be prepared using NIST SP 800-30, 800-39 and ITA policies.</p>
Cybersecurity Software Assessment	<p>Performs application level security assessments, determines residual security risks, prepares assessment test plans and test reports, and provides formal recommendations to support authorization decisions.</p> <p>Performs mobile device and mobile application security reviews and documents these reviews.</p> <p>Reviews of cloud related software and infrastructure and the risk of operating this software.</p> <p>Participates in the software discovery and/or software registration processes to assist the Government in determining applicable security controls.</p>
Information System Security Engineering (ISSE)	<p>Providing information system security engineering support to agencies. Considered within this area are applying best practices and processes for capturing, refining, and assisting in prioritization of security requirements based on risk, engineering principles, and mission requirements.</p> <p>Participates in design, development, and implementation of information systems to ensure these systems implement security controls applicable to the system and are in compliance with required security features and safeguards.</p> <p>Provides recommendations and guidance for implementing security features and safeguards throughout a system's life cycle.</p> <p>Reviews Disaster Recovery and Continuity of Operation Plans (COOP) and provides recommendations for ensuring these plans are executable in the system's operational environment.</p>

5.1.3 ~~(M, E)~~ SERVICE CATEGORIES AND BID SCHEDULE

5.1.3.1 Attached to this Solicitation is Attachment 4 _Service Categories and Bid Schedule. This attachment must be completed and submitted as the Bidder's Bid Schedule. No other costs will be considered, with the exception of instances in which travel is more than 30 miles to the ordering Agency (see section 5.1.3.2).

ALTERNATE OR OTHER COSTS SUBMITTED BY THE BIDDER WILL DEEM THE BID NON-RESPONSIVE FOR THE SERVICE CATEGORY BEING BID. ANY ALTERATIONS TO THE FORM BY THE BIDDER WILL DEEM THE BID NON-RESPONSIVE FOR THE SERVICE CATEGORY BEING BID.

5.1.3.2 **Bidders shall bid a Fully Burdened Maximum Hourly Service Rate.** A *Fully Burdened Maximum Hourly Service Rate* shall include (but is not limited to) all direct and indirect operating and personnel expenses, such as overhead, salaries, profit, supplies, travel (including lodging and meals), and out of pocket expenses.

Travel shall be considered the travel required to and from the Contractor's home office or to and from the place of residence (of the Contractor's employee that will be providing services) to the Agency requiring an IT security related service.

Where travel is 30 miles or less to the ordering Agency, Contractor SHALL NOT CHARGE FOR TIME SPENT TRAVELING. Any Contractor that charges for travel where required travel is 30 miles or less to or from the ordering Agency will promptly reimburse the ordering Agency, and the State may choose to not renew the Contractor's Contract, and at the State's discretion, may be considered to be in breach of Contract.

Where travel is more than 30 miles to the ordering Agency, Contractor MAY charge NO MORE THAN \$0.54 per mile to and from the ordering Agency, and must clearly itemize this on its invoices. (This rate is derived from the State's travel policy, which can be found here: <http://www.sco.idaho.gov/>.) Upon the State's request, the Contractor must provide supporting documentation demonstrating that the travel is more than 30 miles to the ordering Agency.

5.1.3.3 Bidders may bid any or all of the five (5) Service Categories. For each Service Category bid, it is mandatory for the Bidder to bid a *Fully Burdened Maximum Hourly Service Rate* per 5.1.3.2.

5.1.4 ~~(E)~~ REFERENCES

5.1.4.1 Bidders are requested to provide a list of at least three (3) references that are individuals, companies or government agencies with knowledge of the Bidder's delivery of services. The list should provide each reference's company or government entity name, address, phone number, fax number and a current email address. For any list of references that a Bidder provides, we request that the list not include agencies of the state of Idaho or employees of the state of Idaho, former or current.

~~(E) For Service Category 1: Information Security Analyst, Senior.~~

~~Bidders must provide three (3) completed Reference Questionnaires in accordance with the instructions and requirements found in Attachment 3.~~

~~Using the service classifications listed in the Bid Schedule for this Service Category, Bidders are to list in the "Service(s) Provided" line on Page 1 of the Reference Questionnaire, the IT security related services provided to the reference, such as "Information Security Analyst, Senior".~~

~~5.1.4.2 (E) **For Service Category 2: Information Security Incident Manager.** ✓~~

~~Bidders must provide three (3) completed Reference Questionnaires in accordance with the instructions and requirements found in Attachment 3.~~

~~Using the service classifications listed in the Bid Schedule for this Service Category, Bidders are to list in the "Service(s) Provided" line on Page 1 of the Reference Questionnaire, the IT security related services provided to the reference, such as "Information Security Incident Manager".~~

~~5.1.4.3 (E) **For Service Category 3: Senior Information Security Engineer.** ✓~~

~~Bidders must provide three (3) completed Reference Questionnaires in accordance with the instructions and requirements found in Attachment 3.~~

~~Using the service classifications listed in the Bid Schedule for this Service Category, Bidders are to list in the "Service(s) Provided" line on Page 1 of the Reference Questionnaire, the IT security related services provided to the reference, such as "Senior Information Security Engineer".~~

~~5.1.4.4 (E) **For Service Category 4: Penetration Tester.** ✓~~

~~Bidders must provide three (3) completed Reference Questionnaires in accordance with the instructions and requirements found in Attachment 3.~~

~~Using the service classifications listed in the Bid Schedule for this Service Category, Bidders are to list in the "Service(s) Provided" line on Page 1 of the Reference Questionnaire, the IT security related services provided to the reference, such as "Penetration Tester".~~

~~5.1.4.5 (E) **For Service Category 5: Information Security Training Analyst.** ✓~~

~~Bidders must provide three (3) completed Reference Questionnaires in accordance with the instructions and requirements found in Attachment 3.~~

~~Using the service classifications listed in the Bid Schedule for this Service Category, Bidders are to list in the "Service(s) Provided" line on Page 1 of the Reference Questionnaire, the IT security related services provided to the reference, such as "Information Security Training Analyst".~~

Highest Bidder score for the criteria

6.5.2 Bid Price shall be evaluated as follows.

6.5.2.1 For each Service Category, the Fully Burdened Maximum Hourly Service Rate will be evaluated. Evaluation points will be awarded by normalizing to the lowest Fully Burdened Maximum Hourly Service Rate per Service Category.

6.5.2.2 The Bid Price normalization formula is as follows.

$$\frac{\text{Lowest Fully Burdened Maximum Hourly Service Rate}}{\text{Fully Burdened Maximum Hourly Service Rate to normalize}} \quad * \text{ maximum evaluation criteria points}$$

6.6 EVALUATION CRITERIA SCORING

	Service Category 1	Service Category 2	Service Category 3	Service Category 4	Service Category 5
Mandatory Submission Requirements, including Transmittal Letter	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
References	150 Points	150 Points	150 Points	150 Points	150 Points
Resumes	15300 Points	15300 Points	15300 Points	15300 Points	15300 Points
Bid Price	700 Points	700 Points	700 Points	700 Points	700 Points
Total	1,000 Points	1,000 Points	1,000 Points	1,000 Points	1,000 Points

6.7 RESPONSIBILITY

Pursuant to IDAPA 38.05.01.081, the ITB Lead may, in the State’s sole discretion, conduct a review to determine if the apparent high point Bidder is (or, if the State intends to award multiple Contracts, Bidders are) responsible. As part of the responsibility review, the ITB Lead may require the apparent high point Bidder(s) to provide financial reports to the satisfaction of the ~~ITB Lead~~ State, and may also seek to obtain completed reference questionnaires from Bidder’s (or, if the State intends to award multiple Contracts, Bidders’) references to the satisfaction of the State. Nothing herein shall prevent the State from using other means to determine Bidder’s (or, if the State intends to award multiple Contracts, Bidders’) responsibility.

6.8 AWARD

Award of Contract will be made to the responsive, responsible Bidder whose Bid receives (or, if the State intends to award multiple Contracts, the responsive, responsible Bidders whose Bids receive) the highest total number of points. The State reserves the right to award Contracts to as many Bidders as the State deems appropriate. Additionally, the State reserves to right to award no Contracts per Service Category, and reserves the right to award one (1) Contract for all Service Categories.

APPENDIX A - SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 AGENCY

As used in the context of this Solicitation, any State agency or Public Agency as defined by State Code § 67-2327 ~~and 67-5716 (14)~~. “Agency” is sometimes referred to as “ordering Agency” or “ordering Agencies” in this ITB.

1.2 AGENCY PROJECT LEAD

Shall mean that person appointed by the Agency, to administer the Project Service Order and contracted IT security related service per the Project Service Oder, on behalf of the Public Agency. The Project Lead shall be the primary person of contact between the Public Agency and the Contractor. The Public Agency shall retain the right to change the Project Lead with sufficient notification to the Contractor.

1.3 ~~(RESERVED)PROJECT SERVICE ORDER (PSO)~~

~~Is that written instrument as detailed and authorized by this Solicitation that shall be used to communicate the needed service to the Contractors contracted to provide services, evaluate the responses, and select and bind the Contractor to the provision of that PSO.~~

1.4 ~~(RESERVED)STATE~~

~~Shall have the same meaning as set forth in the State of Idaho Standard Contract Terms and Conditions.~~

1.5 TEMPORARY AUGMENTED STAFFING RESOURCE – A temporary IT security related service resource acquired for the purpose of augmenting an Agency’s IT staff for delivering standard Agency IT security related services. May be an employee of the Contactor (including H-1B employees), or a subcontractor to the Contractor, including individuals receiving a 1099 from the Contractor.

1.6 TEMPORARY IT SECURITY RELATED PROJECT STAFFING RESOURCE – A temporary IT security related service resource acquired for augmenting an Agency’s IT staff or staff assigned to a specific IT project or solution having a defined project schedule which includes tasks for beginning, developing, implementing, testing, acceptance, and “Go Live.” May be an employee of the Contactor (including H-1B employees), or a subcontractor to the Contractor, including individuals receiving a 1099 from the Contractor.

2. INITIAL TERM OF THE CONTRACT AND RENEWALS

2.1 The initial term of the Contract(s) resulting from this Solicitation shall be one (1) year. After the initial term of the Contract(s), the Contract(s) may be renewed annually upon mutual, written agreement, under existing terms and conditions for four (4) renewal terms of one (1) year each.

2.2 On the annual anniversary of the Contracts, Contractor may be allowed to adjust its Fully

Burdened Maximum Hourly Service Rates for those IT security related services for which it has received a Contract. It shall be the responsibility of the Contractor to provide a written request for adjustment to the Division of Purchasing no later than ninety (90) calendar days prior to the anniversary of the Contract. Written requests received after that point may not be considered.

Fully Burdened Maximum Hourly Service Rate increases may not exceed a 3.5% increase over the previous year's rate. If the Contractor requests to increase its rates over 3.5%, its Contract may not be renewed.

Annual rate adjustments shall only apply to new PSOs signed after the annual rate adjustments goes into effect, AND SHALL NOT APPLY TO EXISTING PSOs. Contractor may request in writing to an Agency for which the Contractor has an open PSO, an adjustment to the Fully Burdened Maximum Hourly Service Rate for the IT security related service(s) being provided. The Agency is not bound to accept any requested cost increase put forth by the Contractor. If a cost increase is accepted, the parties shall amend the PSO to reflect the new Fully Burdened Maximum Hourly Service Rate.

2.3 The State reserves the right to not renew the Contract for any Contractor whose service has been unacceptable to the State or to an Agency, or whose financial stability is thought by the State to pose a risk to the Contractor's ability to provide continuous, uninterrupted service. Additionally, the State reserves the right to terminate for convenience (see section 14.2 [TERMINATION FOR CONVENIENCE] of Appendix A – Special Terms and Conditions) any Contract and all outstanding Project Service Orders of any Contractor for any cause for which the State feels the contractual relationship is no longer in the best interest of the State.

3. PROJECT SERVICE ORDERS (PSO)

3.1 Responses to an Agency PSO **are required by the “Response Due By Date” posted on the PSO and shall remain valid for 30 calendar days after the response due date. It is the intent of the PSO process for the issuing agency to receive responses from all Contractors contracted for providing the services listed in the PSO. The State reserves the right to not request Contract renewals of Contractors not responding to PSOs, or responding only to high dollar PSOs. At a minimum and as a professional courtesy, Contractors are to respond with an offer to all PSOs received, or an explanation as to why the Contractor is passing on the opportunity.**

3.2 Under a PSO, Contractor shall not offer for sale or lend to any Agency for any reason, any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software. This provision shall not prevent the Contractor from using its own hardware or software resources for providing services. Contractor shall not offer to any Agency services not within the scope of the Contract.

3.3 Survivability of a Temporary Augmented Staffing Resource PSO

The State reserves the right upon the expiration of a Contract, for particular PSOs to cause Temporary Augmented Staffing Resources to survive the Contract expiration under existing terms, conditions, AND PRICING, and upon written notice to the Contractor. Surviving

PSOs for Temporary Augmented Staffing Resources may survive for up to 180 calendar days to be utilized solely by the State to prevent lapses in service(s) for which a PSO is effective. The open PSO shall be amended to add an expiration date of no later than 180 calendar days after the expiration date of the Contract. Surviving PSOs for Temporary Augmented Staffing Resources shall automatically expire 180 calendar days after the expiration date of the Contract. Contractor shall work with the ordering Agency to ensure a smooth transition of services from the Temporary Augmented Staffing Resource to the Agency.

3.4 Survivability of a Temporary IT Security Related Project Staffing Resource PSO

The State reserves the right upon the expiration of a Contract, for particular PSOs to cause Temporary IT Security Related Project Staffing Resources to survive the Contract expiration under existing terms and conditions upon written notice to the Contractor.

Surviving PSOs for Temporary IT Security Related Project Staffing Resources may survive for up to 540 calendar days, or until the IT project is fully implemented, tested, accepted, and provided 90 calendar days of production service. The intent of the survivability is solely to ensure the completion of existing IT security related projects, and may not be used to begin new IT security related projects. The open PSO shall be amended to add an expiration date of no later than 540 calendar days after the expiration of the Contract. Surviving PSOs for Temporary IT Security Related Project Staffing Resources shall automatically expire 540 calendar days after the expiration date of the Contract. Contractor shall work with the ordering Agency to ensure a smooth transition of services from the Temporary IT Security Related Project Staffing Resources to the Agency.

3.5 The right is reserved by an Agency upon the mutual consent of the parties, to amend an active PSO to better meet the needs of the Agency. No amendment to an existing PSO shall significantly amend the scope of the PSO without effecting the termination of the PSO, to the extent that the amendment does not significantly amend the scope of the PSO.

Assigned resources to a PSO may be replaced by the Contractor with an employee or subcontractor of equal ability and skill should the assigned employee leave the Contractor's employment. No amendment to the PSO shall be required. The Agency, however, retains its right to terminate the PSO for convenience.

Fully Burdened Maximum Hourly Service Rates may not be amended via a PSO, however the hourly service rate may be amended as long as it does not exceed the current posted Fully Burdened Maximum Hourly Service Rate for the Contractor.

3.6 The right is reserved by the State to amend the PSO template at any time during the term of the Contract to enhance the efficiency of the form.

3.7 Service performed under a PSO is not a Time and Material service, and shall not be billed as such.

4. CONTRACTOR SUPPLEMENTAL DOCUMENTS

Any Contractor supplemental documents required by the Contractor to be signed by an Agency shall be considered null and void unless specifically reviewed, approved, and signed by the Division of Purchasing. Refusal by the Division of Purchasing to either review, or review and accept a Contractor supplemental document shall not relieve the Contractor of providing the service per the terms and conditions of the Contract. Refusal on the part of the Contractor to

provide a service per a **PSO** that is in full compliance with the Contract shall be considered a breach of the Contract.

5. SUBCONTRACTORS

The following is in addition to, not in lieu of, section 15 (Subcontracting) of the State of Idaho Standard Contract Terms and Conditions:

The State and the Agency reserve the right to require that the Contractor remove a subcontractor from a project. The Agency will not be responsible for any costs incurred by the Contractor in replacing the subcontractor.

The Contractor shall include the requirements of the resulting Contract in all subcontracts, and enforce the requirements of the resulting Contract upon all subcontractors (including 1099 employees) employed in fulfilling the requirements of a PSO.

6. BACKGROUND CHECKS

All Contractor personnel (including subcontractor personnel) assigned to the fulfillment of a **PSO**, must at a minimum have passed a criminal background check within the twelve (12) months preceding assignment. Contractor must provide written confirmation to ordering Agency that background checks have been conducted. That written confirmation must be given prior to the Temporary Augmented Staffing Resource or the Temporary IT Security Related Project Staffing Resource beginning work. The Contractor is to bear the full cost of the background check.

If at any time it is discovered that a Temporary Augmented Staffing Resource or the Temporary IT Security Related Project Staffing Resource has a criminal record that includes a felony or misdemeanor such as terroristic behavior, violence, sexual predation, use of a lethal weapon, breach of trust/fiduciary responsibility, or which raises concerns about building, system or personal security, or is otherwise job-related, the Contractor shall not assign that Temporary Augmented Staffing Resource or the Temporary IT Security Related Project Staffing Resource to any **PSO**, shall remove any access privileges already given to the Temporary Augmented Staffing Resource or the Temporary IT Security Related Project Staffing Resource, and shall not permit that Temporary Augmented Staffing Resource or the Temporary IT Security Related Project Staffing Resource remote access unless the Agency consents to the access in writing, prior to the access.

The Agency reserves the right to perform its own criminal background check on a proposed or assigned Contractor resource, or require the Contractor to perform criminal background checks on all personnel assigned to a PSO at the time of assignment, or any time during the term of the PSO.

7. POINTS OF CONTACT

An Agency's project lead shall be the single point of contact for acceptance of any and all deliverables required by a PSO, unless authority is delegated in writing to the Contractor by the Agency project lead.

The Contractor's project lead shall be the single point of contact for delivery and acceptance of any and all deliverables required by a PSO, unless authority is delegated in writing to the Agency project lead and accepted in writing by the Agency project lead. The Agency project lead has sole right and authority once a PSO is awarded and a Contractor project lead is assigned, to accept and authorize a change by the Contractor of the Contractor assigned project lead.

8. CONTRACT TERMINATION TRANSITION PLAN

If a Contract is terminated for breach of Contract, Contractor shall work with all Agencies for which the Contractor is providing services under open PSOs to minimize disruption of services to the Agencies. No later than ten (10) calendar days after the Contractor is notified that the contract has been terminated, Contractor shall provide to the Agency a draft Contract Termination Transition Plan that describes how the Contractor will provide for an orderly and controlled transition of the Contractor's responsibilities to the Agency or to another contractor, as directed by the Agency. The Contractor shall:

8.1 Return all data that is the property of the Agency in a reasonable format specified by the Agency;

8.2 Return all property in any form belonging to the Agency and in reasonable condition;

8.3 Return all confidential information that may have been received from the Agency.

9. RECORDS AND DATA

9.1 FISCAL RECORDS

The Contractor shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of a PSO.

9.2 RECORDS MAINTENANCE

The Contractor shall maintain all records and documents relevant to a PSO for three (3) years from the date of final payment and termination of a PSO, or from the date of Contract termination or expiration, whichever is later. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later.

9.3 TERMINATION OF CONTRACTOR'S EXISTENCE

If the existence of the Contractor is terminated by bankruptcy or any other cause, all program and fiscal records related to a PSO shall become the property of the ordering Agency, and the Contractor shall immediately deliver such records to the Agency project lead.

9.4 RECORDS REVIEW

All records and documents relevant to the PSO, including but not limited to fiscal records, shall be available for and subject to inspection, review or audit, and copying by the Agency project lead, or other duly authorized agent of the Agency, and by federal inspectors or

auditors. Contractor shall make its records available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Agency.

9.5 OWNERSHIP OF INFORMATION

Notwithstanding any conflicting provision in the State of Idaho Standard Contract Terms and Conditions, or any other terms or conditions within this document, the Agency shall have unlimited rights to own, possess, use, disclose, transfer, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented or furnished by the Contractor under the Contract and any resulting PSO.

10. CUSTOMER SERVICE

10.1 CONTRACTOR PROJECT LEAD

For any PSO awarded, Contractor shall provide to the Agency project lead, the name and contact information for the Contractor project lead assigned to administer the PSO. Failure to keep the Agency project lead current with all contact information may be deemed a breach of Contract, and may result in the cancellation of the PSO, at the discretion of the Agency project lead. Contractors must make every effort to ensure that the Contractor project lead remains in place for the duration of a PSO.

10.2 CORRESPONDENCE

Contractor shall respond to written correspondence within five (5) business days from receipt. The Contractor shall provide clear, understandable, timely and accurate written information to the Agency.

10.3 REPLACEMENT OF CONTRACTOR EMPLOYEES

The State and specifically the Agency administering an open PSO, shall have the right, after having consulted with the Contractor, to require the Contractor to remove from the contracted IT security related service, any Contractor employee or subcontractor found by the Agency, the Agency acting in good faith, to be unacceptable to the Agency. The Agency will not be responsible for any costs incurred by the Contractor in replacing the employee or subcontractor. Furthermore, any Contractor employee or subcontractor assigned to an open PSO found not to be in compliance with section 6 (BACKGROUND CHECKS) of Appendix A – Special Terms and Conditions, shall be immediately removed from the project. The Agency may, at its option, terminate the PSO, terminate and reissue the PSO for responses, or allow the Contractor to replace the non-compliant employee or subcontractor with a compliant employee or subcontractor of equal abilities.

11. STATE AUDIT EXCEPTIONS

If a State audit indicates that payments to the Contractor fail to comply with applicable State laws, rules or regulations, the Contractor shall refund and pay to the Agency any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.

12. COMPLIANCE WITH CERTAIN LAWS

12.1 LOBBYING

12.1.1 The Contractor certifies that none of the compensation received under the

Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any State Agency, a member, officer or employee of the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

12.1.2 The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including loans and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.

12.1.3 The Contractor acknowledges that a false certification may be cause for termination of the Contract.

12.2 QUALIFICATION

The Contractor certifies and warrants to the best of its knowledge and belief that it and its principals:

12.2.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state or local);

12.2.2 Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

12.2.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 6 (BACKGROUND CHECKS) of Appendix A – Special Terms and Conditions; and,

12.2.3.1 Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default;

12.2.3.2 The Contractor acknowledges that a false statement of this certification may be cause for termination of the Contract.

13. CONFLICT OF INTEREST

13.1 PUBLIC OFFICIAL

No official or employee of the state of Idaho, and no other public official of the state of Idaho government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract, or in any Bid that may be considered for award of Contract.

13.2 CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further warrants that in the performance of the Contract, no person who has any such known interests shall be employed.

14. REMEDIES

14.1 REMEDIAL ACTION

If any of the services do not conform to the PSO requirements, the Agency shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency:

- 14.1.1 Require the Contractor to take corrective action to ensure that performance conforms to the PSO;
- 14.1.2 Reduce payment to reflect the reduced value of services received;
- 14.1.3 Require the Contractor to subcontract all or part of the service at no additional cost to the Agency; or,
- 14.1.4 Terminate the PSO with full refund of all monies paid.

14.2 TERMINATION FOR CONVENIENCE

The Division of Purchasing may terminate the Contract for its convenience in whole or in part, if the Division determines it is in the State's best interest.

After receipt of a notice of termination for convenience, and except as directed by the Division, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under the Contract. The Contractor shall:

- 14.2.1 Stop all work on all PSOs, unless the termination notice directs otherwise;
- 14.2.2 Place no further subcontracts for materials or services, except as necessary to complete any continuing portion of the Contract;
- 14.2.3 Terminate all subcontracts to the extent they relate to the work terminated;
- 14.2.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- 14.2.5 Promptly return to the Agency any property provided by the Agency pursuant to the PSO;
- 14.2.6 Deliver or otherwise make available to the Agency all developed or enhanced software, data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the PSO, whether completed or in process; and,
- 14.2.7 Within thirty (30) calendar days of termination for convenience, the Agency shall pay all unpaid fees to the Contractor provided the Contractor has provided the Agency a final detailed invoice for services rendered, and those unpaid fees are in accordance with the services rendered. Upon termination, the Agency may take over the services or may award another party to complete the services on any outstanding PSO.

Unless otherwise set forth in the Contract, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts, provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

14.2.8 The Contract price for deliverables or services accepted by an Agency and not previously paid for; and,

14.2.9 The total of:

14.2.9.1 The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;

14.2.9.2 The reasonable costs of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract;

14.2.9.3 Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work; and,

14.2.9.4 The Contractor will use generally accepted accounting principles or accounting principles otherwise agreed to in writing by the parties, and sound business practice in determining all costs claimed, agreed to, or determined under this clause.

14.3 TERMINATION FOR CAUSE

The Division of Purchasing may terminate the contract for cause upon written notice in whole at any time and in accordance with § 2 TERMINATION of the State of Idaho Standard Contract Terms and Conditions.

The Division of Purchasing may terminate an open PSO for cause upon written notice to the Contractor without opportunity to cure.

The right to terminate shall occur if at any time:

14.3.1 The Contractor is in material breach of any warranty, term, condition, covenant or obligation under the Contract or PSO;

14.3.2 Judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible;

14.3.3 Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; or

14.3.4 Contractor fails to comply with any applicable law, regulation, or rule. This same shall apply to active PSOs.

14.4 EFFECT OF TERMINATION

Upon termination, Contractor shall:

14.4.1 Stop all work on all PSOs, unless the termination notice directs otherwise;

14.4.2 Place no further subcontracts for materials or services, except as necessary to

complete any continuing portion of the Contract;

14.4.3 Terminate all subcontracts to the extent they relate to the work terminated;

14.4.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

14.4.5 Promptly return to the Agency any property provided by the Agency pursuant to any PSO;

14.4.6 Deliver or otherwise make available to the Agency all developed or enhanced software, data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the PSO, whether completed or in process; and,

14.4.7 Within thirty (30) calendar days of termination for convenience, the Agency shall pay all unpaid fees to the Contractor provided the Contractor has provided the Agency a final detailed invoice for services rendered, and those unpaid fees are in accordance with the services rendered. Upon termination, the Agency may take over the services or may award another party to complete the services on any outstanding PSO. Upon termination for cause, the Agency shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach.

14.5 SURVIVAL OF TERMS

Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

15. ADDITION/UPGRADING OF IT SECURITY RELATED SERVICES

The State reserves the right to add/upgrade IT security related services as needs arise. Should the State determine that a new IT security related service is required to meet the need of an Agency, the State, in its sole discretion, shall determine the Service Category into which the desired service is to be added. The State will then issue formal written notice to all Contractors within the Service Category, that the service is being added. Within ten (10) business days from issue of notice, all Contractors within the Service Category to which a new service is being added, shall provide to the DoP assigned Purchasing Officer administering the Contracts, the "Fully Burdened Maximum Hourly Service Rate" cost for the service being added. All Contractors within that Service Category that have provided their "Fully Burdened Maximum Hourly Service Rate" cost within the ten (10) business day time frame shall thereafter be required to respond to any PSO issued by an Agency for the added service.

16. RESERVATION OF RIGHTS

It is the State's intent to use the IT security related services Contracts to fulfill as many State IT security related service needs through the Contracts. However, the State reserves the right regarding the addition of IT security related services, to determine that it is in the State's best interest to competitively solicit for a service not currently covered by the Contracts. The State reserves the right to:

16.1 Release a competitive Solicitation through the DoP for the service for a particular State Agency;

16.2 Release a competitive Solicitation through the DoP for a statewide contract for the fulfillment of the service; or,

16.3 If the needed service is within the Delegated Purchasing Authority of the Agency, allow the Agency to competitively solicit for the service.

17. TRAINING

The right is reserved by the ordering Agency to require training of a Temporary Augmented Staffing Resource or a Temporary IT Security Related Project Staffing Resource assigned to a PSO in order to meet a specific need of the Agency. Should training be required by an ordering Agency, the following shall apply:

17.1 Hours spent in training shall be charged at the current Fully Burdened Maximum Hourly Service Rate for the applicable Service Category for any ordering Agency-required training.

17.2 The Agency shall identify the required training and clearly specify the requirement, including a timeline to accomplish the training and the specific skill(s) to be acquired, in the PSO. If the addition of training is required for an open PSO, the parties shall agree to amend the PSO adding the required training and expected costs. If the Contractor disagrees with adding the training requirement, the Agency may terminate the PSO and reissue a PSO requiring the training.

17.3 All required travel outside the Agency for training shall require the Agency and the Contractor to work together in good faith to identify an acceptable source for the training.

17.4 Travel costs may be billed in accordance with section 21 (TRAVEL REQUIRED TO PROVIDE SERVICES).

18. CONFIDENTIAL INFORMATION

At the sole option of an Agency, all Contractor personnel employed to fulfill a PSO must sign and submit to the Agency project lead prior to rendering any service, a completed Confidentiality and Non-Disclosure Agreement (Attachment 7).

19. CONTRACTOR NEWS RELEASES AND MARKETING

Neither the Contractor nor anyone employed by the Contractor shall issue any news release pertaining to any aspect of services rendered to an Agency without the prior written consent of the Agency.

20. INVOICING

Invoices must be submitted once a month, separately, to each ordering Agency to whom services were provided. Invoices may only be submitted only after the satisfactory completion and acceptance by the Agency project lead of any service or deliverable provided. **DO NOT SEND INVOICES TO THE STATE'S DIVISION OF PURCHASING, OR CONTACT THE DIVISION OF PURCHASING REGARDING INVOICES.** Payment of invoices is solely the responsibility of the ordering Agency.

21. TRAVEL REQUIRED TO PROVIDE SERVICES

Where travel is 30 miles or less to the ordering Agency, Contractor SHALL NOT CHARGE FOR TIME SPENT TRAVELING. Any Contractor that charges for travel where required travel is 30 miles or less to or from the ordering Agency will promptly reimburse the ordering Agency, and the State may choose to not renew the Contractor's Contract, and at the State's discretion, may be considered in breach of Contract.

Where travel is more than 30 miles to the ordering Agency, Contractor MAY charge NO MORE THAN \$0.54 per mile to and from the ordering Agency, and must clearly itemize this on its invoices. (This rate is derived from the State's travel policy, which can be found here: <http://www.sco.idaho.gov/>.) At the State's request, the Contractor must provide supporting documentation demonstrating that the travel is more than 30 miles to the ordering Agency.

22. BILLING

All Contractor billing shall be in compliance with State Law. The Agency reserves the right to determine the proper billing model to fit the need of the service being ordered.

23. CHANGE REQUESTS

Contractor shall respond to a written change request to an open PSO initiated by the ordering Agency, within ten (10) business days of receipt, advising the Agency of any cost and schedule impacts. When there is a cost impact, either an increase or a decrease, the Contractor shall advise the Agency writing of the increase or decrease involved and any schedule impact.

24. WARRANTY

The Contractor represents and warrants that:

24.1 Application development*, the software developed, in whole and in part, is not incompatible with the ordering Agency's existing software and hardware environment. Incompatibility shall include, but not be limited to, the creation of errors in data, the loss of data, the inability to access data, and delays and stoppages in performance of work by the Contractor or the Agency arising from the software. (* We do not anticipate any application development under the Contract(s) resulting from this ITB.)

24.2 All software and/or consultant designed IT solutions, complies with all federal, State, county and local regulations, statutes and codes, including Idaho Technology Authority (ITA) IT standards.

<http://ita.idaho.gov/resources.html/>

24.3 All software developed shall contain no viruses, bombs or disabling devices, and, the Contractor shall not install any viruses, bombs or disabling devices into state-utilized software.

24.4 Contractor will perform all services in a professional manner, with high quality.

24.5 Contractor shall repair or replace within a reasonable time (not to exceed 30 calendar days, or as mandated by the Agency) and at its sole cost and expense, any portion of Contractor developed software failing to comply with the intent or requirement of the PSO. If the Contractor fails to repair or replace such portion of the software failing within a reasonable or specified time, the Agency may, in its sole discretion, act to repair or replace all or a

portion of the software, and the Contractor shall reimburse the Agency for all costs incurred to repair or replace the software.

24.6 The Contractor has not conspired with other contractors to fix pricing for any IT security related services listed within this Solicitation.

25. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL CAPITAL

All work products and deliverables produced under a PSO shall be the sole property of the ordering Agency. The Agency shall have all ownership rights to all software development or software modifications, as well as associated documentation designed, developed, or installed in meeting the requirements of a PSO. All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the PSO, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, developed software computer programs (including a full copy of the source code of programs) and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, that are prepared for or are a result of the services required to meet a PSO, shall be and remain the property of the Agency, and shall be delivered to the Agency within 30 calendar days of the completion of the PSO, or within seven (7) calendar days of an Agency written request.

Contractor represents and warrants that all copyrightable material delivered to the State does not infringe upon a United States' Enforceable patent, copyright, trade secret or trademark.

Upon early termination of a PSO for any reason, all data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the PSO, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, developed software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, that are prepared for or are a result of the services required to meet a PSO, shall be delivered to the Agency within 30 calendar days of termination.

26. CONTRACTOR NON-COMPETE AGREEMENTS

Contractor warrants that all personnel offered or assigned under a PSO shall not be constrained, limited, or restricted from providing services to the State in any way by way of non-compete clauses or other restricting agreements.

27. MISCELLANEOUS

27.1 DISPOSITION OF PROPERTY

At the termination of a PSO, Contractor shall comply with relevant State laws, rules and regulations concerning the disposition of property purchased wholly or in part with funds provided by the Agency.

27.2 TIME OF PERFORMANCE

Time is of the essence with respect to the obligations to be performed under a PSO; therefore, the Agency and the Contractor shall strictly comply with all times for performance.

28. PUBLIC AGENCY USAGE

“Public Agencies” as defined in Section #67-2327 of the Idaho Code, which reads: “Public Agency” means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho, are allowed under State law to use the Contracts. It will be the responsibility of the Public Agency to independently contract with the Contractor and comply with any other applicable provisions of Idaho Code governing public contracts.

29. INSURANCE REQUIREMENTS

29.1 Within ten (10) business days after letters of intent to award have been issued, the apparent successful Bidder(s) shall provide certificates of insurance for the insurance required herein and shall maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the required period may be cause for your Bid to be declared non-responsive. Failure to keep insurances current may be cause for termination of the Contract.

The Contractor will carry such insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from services provided under the Contract whether such services be performed by Contractor’ employees, or subcontractors hired by the Contractor. Insurance requirements shall apply to and cover the use of 1099 employees by the Contractor.

29.2 Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

29.3 Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

29.4 Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

29.5 Commercial Automobile and Commercial Umbrella Liability Insurance

Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

29.6 Professional Liability for Information Technology (IT), including Cyber Risk

The Contractor shall maintain Professional Liability for Information Technology (IT), including Cyber Risk, Insurance. (If the Contractor will use any subcontractors in the performance of services under the Contract, the Contractor must provide evidence of the subcontractors maintaining this insurance as well.)

The Contractor's Professional Liability for Information Technology (IT), including Cyber Risk, Insurance must cover the following:

- a. Professional misconduct or lack of ordinary skill for the Contractor's employees that will provide services under the Contract.
- b. Liability arising from theft, dissemination, and/or use of confidential information (including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc., information) stored or transmitted in electronic form.
- c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

In the event that the Contractor's Professional Liability for Information Technology (IT), including Cyber Risk, Insurance is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of no less than two (2) years after termination or expiration of the Contract.

In the event that the Contractor's Professional Liability for Information Technology (IT), including Cyber Risk, Insurance is written on an occurrence form basis, the Contractor must maintain such insurance for an additional period of one (1) year following termination or expiration of the Contract.

If the apparent successful Bidder, or, during the term of the Contract, the Contractor, contends that any of the insurance it maintains relating to other sections within section 29, Insurance Requirements, satisfies the requirement for Professional Liability for Information Technology (IT), including Cyber Risk, Insurance (or otherwise insures the risks described in this section), then the Contractor must provide written proof of same.

The Contractor's Professional Liability for Information Technology (IT), including Cyber Risk, Insurance must have limits of not less than \$5,000,000 each claim/loss and \$5,000,000 aggregate.

29.7 Technology Errors and Omissions

Contractor shall maintain Technology Errors and Omissions Insurance with a liability limit of \$3,000,000 per Claim/Annual Aggregate.

Contractor shall maintain until all of its obligations have been discharged, including any warranty periods under the Contract are satisfied, insurance covering its negligent acts, errors or omissions and covering claims for injury to persons or damage to property which may arise from or in connection with the Contractor's performance of the Contract (including the performance of the Contract by the Contractor's agents, representatives and employees).

The insurance requirements herein are minimum requirements for the Contract and in no way limit the Contract's requirements for indemnity. The state of Idaho in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Contract by the Contractor, its agents, representatives, or employees, and the Contractor is free to purchase additional insurance as it may determine necessary.

(If the Contractor will use any subcontractors in the performance of services under the Contract, the Contractor must provide evidence of the subcontractors maintaining this insurance as well.)

29.8 Workers Compensation Insurance and Employer's Liability

Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

29.9 State of Idaho as Additional Insured

The liability insurance coverage required for performance of the Contract shall include the State of Idaho as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.

The Contractor must provide proof of the State of Idaho being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

29.10 Notice of Cancellation or Change

Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing in accordance with the policy provisions.

Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

29.11 Acceptable Insurers and Deductibles

Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

29.12 Waiver of Subrogation

All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

30. LIMITATION OF LIABILITY

Contractor's liability for damages to the State for any cause whatsoever is limited to the amount set forth below for the service type provided by the Contractor; provided, however, that the following shall not be subject to the foregoing limit:

1. Patent and copyright indemnity under section 24 of the State of Idaho Standard Terms and Conditions;
2. Liquidated damages assessed under the Contract;
3. Claims for personal injury, including death;
4. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract; and,
5. The insurance coverage required by the Contract.
6. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents.

Limitation of liability is established by the following service types, as more particularly described in ITB section 5.1.2.12. Service types not identified in ITB section 5.1.2.12 shall be governed by the "general service" limitation of liability set forth below:

<u>Service Type</u>	<u>Limitation, subject to the exceptions to the limitation set forth above.</u>
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<u>Vulnerability Scanning</u>	<u>\$5,000,000</u>
<u>Network Penetration Test</u>	<u>\$10,000,000</u>
<u>Information Security Awareness and Training</u>	<u>\$2,000,000</u>
<u>Incident Response</u>	<u>\$5,000,000</u>
<u>Risk Assessment Services</u>	<u>\$2,000,000</u>
<u>Cybersecurity Software Assessment</u>	<u>\$2,000,000</u>
<u>Information System Security Engineering (ISSE)</u>	<u>\$10,000,000</u>
<u>General Service</u>	<u>\$2,000,000</u>

APPENDIX B - DEFINITIONS

The following definitions are meant to supplement the definitions found in the IPRO header document, State of Idaho Standard Contract Terms and Conditions, and State of Idaho Solicitation Instructions To Vendors. Where used within this Invitation to Bid, they shall have the following definitions.

Acceptance – means approval by the Agency project lead that established acceptance criteria for the PSO has been met.

Acceptance Tests – The tests that are conducted using the Acceptance Test Script, as applicable, to determine there are no Failures for 90 (unless otherwise specified) consecutive work days, that must be satisfied before Acceptance can occur, and that are incorporated herein by this reference.

Acceptance Test Script – The script or process that is produced by the Agency (or produced by the Contractor and approved by the Agency), that describes how the Acceptance Tests will be performed.

~~**Agency** – Any State of Idaho governmental unit with a three digit State Controller's Statewide Accounting and Reporting System (STARS) agency code or a State of Idaho political subdivision.~~

Bidder – Reference State of Idaho Solicitation Instructions to Vendors.

Confidential Information - Reference State of Idaho Standard Contract Terms and Conditions.

Contract – Reference State of Idaho Standard Contract Terms and Conditions.

Contractor – Reference State of Idaho Standard Contract Terms and Conditions.

IPRO – (Idaho Procurement). The State's eProcurement system.

ITA - Information Technology Authority. ITA reviews and evaluates the information technology and telecommunications systems presently in use by State agencies, recommends and establishes statewide policies, and prepares statewide short and long-range information technology and telecommunications plans.

Invitation to Bid (ITB)- Reference State of Idaho Solicitation Instructions to Vendors.

Must, Shall, Will (not always capitalized in this ITB) - Where the words “must”, “shall”, or “will” occurs, the words declare a mandatory requirement, specification, term, or condition upon the Bidder or Contractor. Failure to meet the mandatory requirement, specification, term, or condition may deem the Bid non-responsive, or a Contract to be in breach.

OCIO – Office of the State's Chief Information Officer.

~~**Project Service Order (PSO)** – The binding document issued by the Agency per the requirements of the Contract, detailing at a minimum, the scope of work required by an ordering Agency, and requiring all Contractors contracted for a particular service within Service Categories 1–3, or a service listed in Category 4, to submit a response for providing the required service along with pricing for providing the service. The PSO carries the full requirements of the Contract. Where a conflict between the Contract~~

~~and the PSO exists, particularly in regards to Terms and Conditions, the Contract shall prevail. The binding document issued by the Agency per the requirements of the Contract, detailing at a minimum, the scope of work required by an ordering Agency, and requiring all Contractors contracted for one or more Service Categories to submit a response for providing the required service along with pricing for providing the service. The PSO carries the full requirements of the Contract. Where a conflict between the Contract and the PSO exists, particularly in regards to Terms and Conditions, the Contract shall prevail.~~

Property - Reference State of Idaho Standard Contract Terms and Conditions.

Public Agency – Where used, has the meaning set forth in Idaho Code §67-2327. The term generally refers to any political subdivision of the State of Idaho, including, but not limited to counties; cities; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho.

Public Records - Reference State of Idaho Standard Contract Terms and Conditions.

Purchase Order - Reference IDAPA 38.05.01 - Rules of the Division of Purchasing.

Responsible Bidder (not always capitalized in this ITB) - Reference State of Idaho Solicitation Instructions to Vendors Clause 7, “Determination of Responsibility”.

Responsive Bidder (not always capitalized in this ITB) - A Bidder that has submitted a timely Bid that conforms in all material respects with the submission and format requirements of the Solicitation, and has not qualified or conditioned their Bid.

SCAP - Security Content Automation Protocol.

Solicitation - Reference State of Idaho Solicitation Instructions to Vendors.

Specifications – Reference IDAPA 38.05.01 – Rules of the Division of Purchasing

State - Reference State Of Idaho Standard Contract Terms and Conditions or State of Idaho Solicitation Instructions to Vendors. ~~Within this ITB, the term “State” may be used interchangeably as with the terms for the “ordering Agency” of the State and “Agency”.~~

Vendor - Reference State of Idaho Standard Contract Terms and Conditions.

Vulnerability – Weakness in an information system, system security procedures, internal controls, or implementation that could be exploited or triggered by a threat source.

Business Day (not always capitalized in this ITB) - Monday through Friday, except for legal Holidays observed by the State of Idaho.

Attachment 1 - Pre-Bid Telephone Conference Registration Form

Please limit attendance to two (2) attendees total per company.

PRE-BID TELEPHONE CONFERENCE	Date: Wednesday, January 4, 2017, 9 a.m.
State of Idaho	ITB #: ITB17000478 Title: Information Technology (IT) Security Related Services

Verbal Information: Questions concerning an ITB must be directed in writing to the ITB Lead in the period of time prescribed in the ITB document. Bids, Proposals, or Quotations deviating from the specifications by any means other than an authorized written addendum will be subject to rejection. The State will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official. Reliance on any verbal representation is at the Vendor's sole risk.

Vendors choosing to participate in the Pre-Bid Telephone Conference **must pre-register** by submitting this completed form, via e-mail, to the ITB Lead at jason.urquhart@adm.idaho.gov. After the ITB Lead receives your form, you will be provided with phone conferencing and meeting details. Attendees are asked to register for the Pre-Bid Telephone Conference no later than **5 p.m. Mountain Time, Friday, December 30, 2016.**

PLEASE PRINT:

Name	Company	Email Address	Phone Number

Attachment 2 - Bidder Questions Form

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the "ITB Section" field (column 2). If the question is a general question not related to a specific ITB section, enter "General" in column 2. If the question is in regards to a State Term or Condition or a Special Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "ITB Section" (column 2), and the attachment page number in the "ITB page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by "Questions."

ITB for IT Security Related Services

	ITB Section	ITB Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Attachment 3 - ~~RESERVED (E)~~ —References

INSTRUCTIONS TO THE BIDDER:

~~Bidders will be scored on three (3) completed Reference Questionnaires. The completed Reference Questionnaires must be from individuals, companies, or agencies with knowledge of the Bidder's experience pertaining to the Services Provided (see Page 1 of the Reference Questionnaire), and, for whom the Bidder provided such similar in nature and scope services within two (2) years prior to the date this ITB was posted to IPRO. Neither agencies of the state of Idaho nor employees of the state of Idaho, former or current, may be utilized as references. (However, if a former employee of the state of Idaho is now employed outside of state of Idaho government, there's nothing prohibiting the Bidder from using that former employee as a reference regarding services provided to the non-state of Idaho employer.) Only one reference will be considered per reference company/agency. If multiple references are received from the same company/agency, only the first received will be considered.~~

~~References outside the requisite number of years (See paragraph above), and references determined by the State, in its sole discretion, to not pertain to the Services Provided (see Page 1 of the Reference Questionnaire) will receive a score of zero (0). **Determination of these will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information found on the Reference Questionnaire or otherwise provided by the reference or obtained by the State.** It is in the State's sole discretion as to whether or not any references will be contacted for clarification or for additional information.~~

REFERENCES MUST BE RECEIVED BY THE ITB LEAD DIRECTLY FROM THE REFERENCE IN ORDER TO BE CONSIDERED.

1. Bidders must complete the following information on Page 1 of the Reference Questionnaire before sending it to the Reference for response.
 - a. Print the name of your reference (company/organization) on the “REFERENCE NAME” line.
 - b. Print the name of your company/organization on the “BIDDER (Vendor) NAME (Company/Organization)” line.
 - c. Print the IT security related services provided to the reference on the “SERVICES(S) PROVIDED” line. (See sections 5.1.4.1 through 5.1.4.5 for more information regarding how to complete this line.)
 - d. Print the ITB Closing Date in Instruction 5.
2. Send the Reference Questionnaire to your references to complete.

NOTES:

- ~~It is the Bidder's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Bidders may e-mail the ITB Lead prior to the ITB Closing Date to verify receipt of references.~~

- ~~If more than three (3) Reference Questionnaires are received, only the first three (3) received timely will be considered.~~
- ~~Reference Questionnaires received after the ITB's Closing Date and time (see ITB section 1.1) and time will receive a score of zero (0).~~
- ~~If only one (1) or two (2) Reference Questionnaires are received timely, the missing reference(s) will receive a score of zero (0).~~
- ~~If a question is not scored by the reference, that question will receive a score of "0".~~
- ~~Any Reference Questionnaire received that does not meet the requirements identified in the three (3) paragraphs directly under "Instructions to the Bidder" will receive a score of "0" for that reference.~~
- ~~Ratings from completed Reference Questionnaires will be averaged.~~

**REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:**

ITB Number: ~~ITB17000478~~ — **ITB Title:** ~~IT Security Related Services~~

REFERENCE NAME (Company/Organization): _____

BIDDER (Vendor) NAME (Company/Organization): _____ has submitted a Bid to the state of Idaho to provide the IT Security Related Services. We've chosen you as one of our references.

SERVICE(S) PROVIDED: _____

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

 _____ ITB Lead: _____ Jason Urquhart, Purchasing Officer

 _____ E mail: _____ jason.urquhart@adm.idaho.gov

 _____ Fax: _____ 208-327-7320
5. This completed document **MUST** be received no later than February 1, 2017 (ITB Closing Date) 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. **DO NOT** return this document to the Bidder (Vendor).
7. In addition to this document, the State may, in its sole discretion, contact references by phone or e-mail for further clarification or for additional information.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1-3
Average	4-6
Above Average	7-9
Excellent	10

Circle ONE number for each of the following numbered items:

1. ~~(This pertains to delays under the control of the vendor) Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time:~~

~~10 — 9 — 8 — 7 — 6 — 5 — 4 — 3 — 2 — 1 — 0~~

2. ~~Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:~~

~~10 — 9 — 8 — 7 — 6 — 5 — 4 — 3 — 2 — 1 — 0~~

3. ~~Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:~~

~~10 — 9 — 8 — 7 — 6 — 5 — 4 — 3 — 2 — 1 — 0~~

4. ~~Rate the accuracy and timeliness of the vendor's billing and/or invoices:~~

~~10 — 9 — 8 — 7 — 6 — 5 — 4 — 3 — 2 — 1 — 0~~

5. ~~Rate the vendor's ability to quickly and thoroughly resolve any problems related to the services provided:~~

~~10 — 9 — 8 — 7 — 6 — 5 — 4 — 3 — 2 — 1 — 0~~

6. ~~Rate the likelihood of your company/organization recommending this vendor to others in the future:~~

~~10 — 9 — 8 — 7 — 6 — 5 — 4 — 3 — 2 — 1 — 0~~

Section II. GENERAL INFORMATION

~~1. Please include a brief description of the IT Security Related Services provided by this vendor:~~

~~2. During what time period did the vendor provide these services for your business?~~

Month: _____ Year: _____ to Month: _____ Year: _____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference _____ Date

Print Name _____ Title

Phone Number

E-mail address

Attachment 4 Service Categories and Bid Schedule

Please enter name of Bidder & requested company information.

BIDDER COMPANY NAME:	
FEIN NUMBER:	
SUBMITTED BY:	
TITLE:	
PHONE NUMBER:	
FAX:	
EMAIL ADDRESS:	
MAILING ADDRESS:	

SERVICE CATEGORIES 1 – 5: IT SECURITY RELATED SERVICES

Bidders may bid one Service Category, some Service Categories or all Service Categories, at their option.

The contracted Service Categories requested within this ITB are listed below. ***IT IS MANDATORY that the Maximum Hourly Service Rate be bid AS A FULLY BURDENED RATE in accordance with this Solicitation.***

SERVICE CATEGORY 1: INFORMATON SECURITY ANALYST, SENIOR

The Information Security Analyst, Senior (ISAS) provides expert knowledge to recommend policies and tools to secure organizational information assets. Has knowledge of commonly-used information security concepts, practices, and procedures.

ISAS Fully Burdened Maximum Hourly Service Rate: _____ \$

Years of Relevant Experience:	Five plus years of experience.
Preferred Education:	Four year college degree or equivalent technical study.
Role Description:	<p>Skills and knowledge in the following areas.</p> <ul style="list-style-type: none"> • Application of FIPS and NIST standards to complex information security programs. • Experience with SCAP certified scanning automated tools. • Esperance with the NIST National Checklist Program • <u>CISSP, CIAC, CISA or equivalent information security industry certifications.</u> • <u>Security audits</u>

SERVICE CATEGORY 2: INFORMATION SECURITY INCIDENT MANAGER

The Information Security Incident Manager (ISIM) is responsible for assisting in information security operations including: compliance, risk analysis, maintenance, awareness and training. Coordinate investigation and reporting of security incidents. Will perform risk management to develop and enhance existing information security and compliance programs. Contribute to IT business continuity and disaster recovery strategy.

NOTE: The requirements of PSOs issued for the services of Service Category 2 must not include any services included in contracts PADD16200940 and PADD16200941, or any services included in any future open contract for Data Breach and Credit Monitoring Services. Contracts PADD16200940 and PADD16200941 are available for viewing here: https://purchasing.idaho.gov/statewide_contracts.html.

ISIM Fully Burdened Maximum Hourly Service Rate: \$

Years of Relevant Experience:	Five plus years of experience.
Preferred Education:	Four year college degree in computer science or related field with advanced study preferred.
Role Description:	<p>Skills and knowledge in the following areas.</p> <ul style="list-style-type: none"> • In-depth knowledge in information systems and ability to identify, apply, and implement best practices. • Knowledge of NIST, SOX, GLB, HIPPA, PCI-DSS compliance requirements. • In-depth knowledge of security-related technologies, such as firewalls, IPS/IDS, TCP/IP, DNS, or Web Single Sign-On (SSO). • Ability to solve complex problems by applying best practices. • Ability to interpret and convey complex, difficult, or sensitive information.

SERVICE CATEGORY 3: SENIOR INFORMATION SECURITY ENGINEER

The Senior Information Security Engineer (SISE) applies systems engineering design approach that incorporates required security controls that meet minimum security requirements to protect information security and privacy designs to secure information assets. The SISE will plan, coordinate, and implement security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information.

SISE Fully Burdened Maximum Hourly Service Rate: \$

Years of Relevant Experience:	Five plus years of experience.
Preferred Education:	Four year college degree or equivalent technical study.
Role Description:	<p>Skills and knowledge in the following areas.</p> <ul style="list-style-type: none"> • Experience information security frameworks and industry regulations (NIST, ISO, GLBC, PCI, SOX). • Additional experience supporting security event response related to network traffic analysis, forensics, kill chain, windows event analysis. • Must demonstrate knowledge in the following security practice areas: network security, infrastructure security, and file integrity management. • Knowledge of basic laws, legal codes, government regulations, executive orders, agency rules related to security. • Develop and implement an ongoing risk assessment program targeting information security and privacy matters. • Strong knowledge in technology and information security knowledge areas. CISSP, GSLC or information security industry equivalent certification required.

SERVICE CATEGORY 4: PENETRATION TESTER

The Penetration Tester (PT) is responsible for identifying and demonstrating risk realization of possible exploits within the network infrastructure to enable the enhancement of the overall security posture of the organization. The PT conducts formal tests on both application and network environments throughout the organization, documenting test plans as well as results of testing activities. PTs are expected to perform necessary reconnaissance and network surveys to map targets, research technologies leveraged within each test and consult with clients on exploited targets. PTs respond to information security-related questions and inquiries.

PT Fully Burdened Maximum Hourly Service Rate: \$

Years of Relevant Experience:	Five plus years.
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>Skills and knowledge in the following areas.</p> <ul style="list-style-type: none"> • Must have a software development background (Java, C++, C#, etc.), scripting (Power Shell, Perl). • Expertise with Windows and Linux/Unix environments, IIS, and SQL. CISSP, CISM, GIAC certification required. • Demonstrated knowledge of systems, networks and applications, Microsoft networking concepts, back office products. • Knowledge of social engineering vulnerabilities and attack vectors (Phishing, Vishing, SMShing, etc.) • Strong knowledge in technology and information security knowledge areas. CISSP, CEH or CHFI certification required.

SERVICE CATEGORY 5: INFORMATION SECURITY TRAINING ANALYST

The Information Security Training Analyst (ISTA) will assist organizations identifying the training requirements needed to achieve and support the job skills requirements to include training architecture, curriculum outline and statement of training objectives. As a result of the training analysis, the ISTA shall outline training objectives, the training architecture, and training curriculum to provide support training within the organization.

ISTA Fully Burdened Maximum Hourly Service Rate: \$

Years of Relevant Experience:	Three plus years of experience.
Preferred Education:	Four year college degree or equivalent technical study.
Role Description:	<p>Skills and knowledge in the following areas.</p> <ul style="list-style-type: none"> • Experience developing and conducting training in education programs related to information security. • Strong knowledge in technology and information security knowledge areas. PMP, CISSP, CISM, or GAIC certification required.

Attachment 5 Mandatory State of Idaho Signature Page

Attached separately.

Attachment 6 Project Service Order Form

Attached separately.

Attachment 7 Confidentiality Non-Disclosure Agreement

**STATEWIDE IT SECURITY RELATED SERVICES
PSO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

(This form must be signed by all employees and subcontractors assigned by Contractor to fulfill an awarded Project Service Order)

THIS AGREEMENT dated as of the ___ day of _____, 20__ by and between _____ (Contractor) and _____ (Order Agency hereafter Agency). (Singularly shall be referred to as 'Party'; collectively 'Parties.')

WHEREAS, the Parties would like to explore the potential for engaging in a mutually advantageous business relationship; and

WHEREAS, it is therefore necessary for the Agency to disclose to the Contractor certain information and data deemed proprietary and confidential by the Agency in connection with such potential transaction.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Confidentiality

1.1. Contractor shall not disclose to any third person, firm or corporation, any information considered by the Agency to be confidential, except for confidential information shared by Contractor to its employees on a need to know basis, for the purpose of fulfilling the requirements of a Project Service Order. Confidential Information shall mean any proprietary information of the Agency not publicly known, including but not limited to, technical or business information, data table designs, member, employee, or employer data, specific processing center operations; and/or technical information, whether or not specifically labeled or designated as Confidential whether marked Proprietary and Confidential by the Agency, or in respect of which Contractor has received notice of its proprietary and confidential nature and including any notes, extracts, abstracts, analyses or other materials prepared by the Recipient which are copies or derivative works of the Confidential Information.

1.2. Contractor shall not use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as provided in this Paragraph 1.

1.3. Contractor shall use at least the same degree of care in safeguarding the Confidential Information of the Agency as it uses for its own confidential and proprietary information.

1.4. Contractor shall not disclose the Confidential Information to any third party without the permission of the Agency and entry of an appropriate confidentiality agreement.

1.5. Notwithstanding the foregoing, the recipient shall have no obligation to treat as Confidential Information, information and data which

(i) was in the possession of or known by Contractor at the time of disclosure without an obligation to maintain its confidentiality prior to its receipt;

(ii) is or becomes known to the public without violation of this Confidentiality Agreement;

(iii) is disclosed lawfully to Contractor by a third party having the right to disclose it without an obligation of confidentiality;

(iv) is independently developed by Contractor without the Confidential Information;

(v) is approved in writing by the Agency for disclosure; or

(vi) is required to be disclosed by Contractor by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Agency.

1.6 All Confidential Information shall be and remain the property of the Agency.

2. Other Obligations

Either Party hereto may terminate this Agreement at any time by delivering a written notice of termination to the other Party. Upon any termination, Contractor shall return to the Agency all copies of the Confidential Information or other materials incorporating Confidential Information in the possession of Contractor or its employees. Notwithstanding termination, the restrictions on disclosure and use of Confidential Information arising under this Agreement shall continue to be effective after the date of termination.

3. Miscellaneous

Neither this Agreement nor anything disclosed and/or provided hereunder shall be construed in any manner to create an obligation or right to enter into any contract or business arrangement. Any notice required to be given under this Agreement shall be deemed received five (5) business days after mailing if sent by registered or certified mail or upon receipt if sent by commercial overnight courier or via confirmed electronic transmission, to the addresses of the Parties first set forth herein, or to such other address as either of the Parties shall have furnished to the other in writing by notice duly given. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho without regard to conflicts of laws. The Parties consent to the exclusive jurisdiction of all disputes hereunder in the state courts of Ada County, Idaho. This Agreement merges all prior discussions between the parties and constitutes the complete and entire understanding of the parties with respect to the matter contained in the Agreement and may not be amended, waived or modified, in whole or in part, except by a writing signed by a duly authorized officer of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Contractor: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

Agency: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

2. TERMINATION: The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

3. RENEWAL OPTIONS: Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

4. PRICES: Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the F.O.B. Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

5. ADMINISTRATIVE FEE:

A. Application of Administrative Fee:

1. All Blanket Purchase Orders (BPO) and Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the BPO or SBPO is exempt), as follows:

- a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

- b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to purchasing@adm.idaho.gov, utilizing the State's Summary Usage Report Form.
- c. Reporting Time Line (Fiscal Year Quarters):

	Fee and Report Due:
1st Quarter July 1 - Sept 30	October 31 st
2nd Quarter Oct 1 - Dec 31	January 31 st
3rd Quarter Jan 1 - Mar 31	April 30 th
4th Quarter Apr 1 - Jun 30	July 31 st

2. Unless otherwise exempt, the Administrative Fee will apply regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

3. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

B. Administrative Fee Exemptions:

1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of \$100,000 or less.
2. The Administrative Fee will not apply to Purchase Orders (PO) or Contract Purchase Orders (CPO).
3. The Administrative Fee will not apply to Contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.
4. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

C. Payment of Administrative Fee:

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

1. BPOs and SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.A.1.c., above.

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

E. Failure to Remit Administrative Fees: If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

6. CHANGES/MODIFICATIONS: Changes of specifications or modification of the Contract in any particular can be affected only upon written consent of the State, and after any proposed change or modification has been submitted in writing, signed by the party proposing the change. Additionally, the State may issue unilateral amendments to the Contract to make administrative changes, when necessary.

7. CONFORMING PROPERTY: The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of non-conformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

9. CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

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11. TAXES: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

12. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

13. CONTRACT NUMBERS: The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

14. CONTRACTOR RESPONSIBILITY: The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

15. SUBCONTRACTING: Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

16. COMMODITY STATUS: It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

17. SHIPPING AND DELIVERY: Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

18. ACCEPTANCE: Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

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B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

19. RISK OF LOSS: Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

20. INVOICING: ALL INVOICES are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.

21. ASSIGNMENTS: Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-9230).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

22. PAYMENT PROCESSING: Idaho Code Section 67-9218 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-9218 unless otherwise specified in the Contract.

23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS: Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

24. PATENTS AND COPYRIGHT INDEMNITY:

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the

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specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

25. CONFIDENTIAL INFORMATION: Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

B. Becomes generally available to the public other than as a result of disclosure by Contractor; or

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

26. USE OF THE STATE OF IDAHO NAME: Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

27. TERMINATION FOR FISCAL NECESSITY: The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

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28. PUBLIC RECORDS:

A. Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

29. NOTICES: Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number are:

State of Idaho
Division of Purchasing
650 W State Street – Room B15
P.O. Box 83720
Boise, ID 83720-0075
208-327-7465 (phone)
208-327-7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to purchasing@adm.idaho.gov.

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

30. NON-WAIVER: The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

31. ATTORNEY FEES: In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS: Contractor warrants that the Contract is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

33. FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party,

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including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

34. PRIORITY OF DOCUMENTS: The Contract consists of and precedence is established by the order of the following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;
2. The Solicitation; and
3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

35. ENTIRE AGREEMENT: The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

36. GOVERNING LAW AND SEVERABILITY: The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.