



State of Idaho

### State Wide Blanket Purchase Order

#### Purchase Order Summary

**Purchase Order Number:** SBPO18200189  
**Account Number:** AC-1  
**Purchase Order Date:** October 30, 2017  
**Service Start Date:** November 15, 2017  
**Service End Date:** November 14, 2018  
**Payment Method:** Invoice  
**Payment Terms:** NET30  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):**

#### Supplier

Ellen Frazitta  
 SeNet International Corporation  
 3040 Williams Drive  
 Suite 510  
 Fairfax, VA 22031  
**Phone:** 703-206-9383  
**Fax:** 703-206-9666  
**Email:** ellen.frazitta@senet-int.com

#### Buyer Contact

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

**Contract Number:**

#### Bill To Address

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

#### Ship To Address

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**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
<b>Item Description</b> #1 Initial term of the Contract. 					
<b>Delivery Date:</b> November 15, 2017					
<b>Shipping Method:</b> Delivery					
<b>Shipping Instructions:</b>					
<b>Ship FOB:</b> Destination					
<b>Attachment(s)</b>					
<b>Special Instructions:</b>					

<b>Sub-Total (USD)</b>	\$300,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$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 SeNet International Corporation:**

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

**Category 1 Hourly Rate: \$102.25  
Category 3 Hourly Rate: \$128.00  
Category 5 Hourly Rate: \$99.75**

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 (including the state of Idaho's March 8, 2017 letter to SeNet International Corporation).
3. The Contractor's signed Bid (including all letters from SeNet International Corporation extending the validity of SeNet International Corporation's Bid, through October 31, 2017, and including SeNet International Corporation's letter dated March 9, 2017).



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State of Idaho Department of Administration  
Statewide Information Technology (IT) Security Related  
Services

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**Invitation to Bid Number ITB17000478**

**Proposal Submitted by:**



**SeNet International Corporation**

*Technology Solutions You Can Trust*

**TIN 54-1902349  
D-U-N-S 079941139**

March 2, 2017

**ORIGINAL**



C.L. "BUTCH" OTTER

Governor

ROBERT L. GEDDES

Director

SARAH HILDERBRAND

Administrator

# State of Idaho

## Department of Administration

### Division of Purchasing

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]

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: Statewide Information Technology (IT) Security Related Services

BIDDER/OFFEROR (Company Name) SeNet International Corporation

ADDRESS 3040 Williams Drive, Suite 510

CITY, ST, ZIP Fairfax, VA 22031

PHONE: (703) 206-9383

FAX: (703) 206-9666

FEIN: 54-1902349

E-Mail toly.kozushin@senet-int.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)

Toly Kozushin

Printed Name

3/1/2017

Date

President

Title

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**SeNet International Corporation**  
*Technology Solutions You Can Trust*

3040 Williams Drive, Suite 510, Fairfax, VA 22031  
(T): (703) 206-2383 (F): (703) 206-9666

Jason Urquhart, ITB Lead  
State of Idaho  
650 West State Street B-15  
Boise, ID 83720  
Springfield, IL 62702

Dear Mr. Urquhart,

SeNet International Corporation is pleased to provide the following response to the Division of Purchasing for the State of Idaho Invitation to Bid (ITB) Number ITB17000478 for Statewide Information Technology (IT) Security Related Services. SeNet hereby offers to perform all aspects of the program in all five Service Categories in accordance with the requirements of the ITB.

SeNet understands that the State of Idaho, hereafter referred to as the State, is seeking a qualified and experienced firm to perform information technology related services. Our proposal covers all five service categories: Information Security Analyst, Senior; Information Security Incident Manager; Senior Information Security Engineer, Penetration Tester, and Information Security Training Analyst. Our proposal meets all the requirements of the ITB, and our offer tendered by this proposal will remain in full effect for a period of one hundred twenty days (120) calendar days from the bid opening date.

Our company, SeNet International Corporation, was founded in 1998 and has operated under the same leadership and name since that time. SeNet is an S-Corporation (Federal TIN 54-1902349) and as such is authorized to conduct business in any geographical area.

The point of contact for all contract-related issues including the receipt of Project Service Orders is SeNet's Contracts Administrator, Ms. Ellen Frazitta. She can be reached by phone at 703.206.9383 ext. 301, or via e-mail at [ellen.frazitta@senet-int.com](mailto:ellen.frazitta@senet-int.com). The Technical Program Manager for the Contract will be our Chief Technology Officer, Mr. Gus Fritschie. His contact information is as follows: Phone: (703) 206-9383; Fax: (703) 206-9666; Email: [gus.fritschie@senet-int.com](mailto:gus.fritschie@senet-int.com).

SeNet accepts and is willing 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.

We also affirm that we will adhere to Section 6 Background Checks in Appendix A – Special Terms and Conditions, for all employees providing services to the state.

SeNet complies with affirmative action and equal employment regulations, both Federal and State specific.



We certify that our proposal was arrived at independently by SeNet without collusion, consultation, communication, or agreement with any other Bidder as to any matter concerning pricing.

SeNet affirms that we have not employed any company or person other than a bona fide employee working solely for SeNet to solicit or secure the Contract. Additionally, we have not paid or agreed to pay any company or person, other than a bona fide employee working solely for SeNet or a company regularly employed by SeNet 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. We affirm our 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.

This proposal was prepared by several of SeNet International Corporation's full time staff members.

SeNet also affirms that we are not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs.

The bid provided herein will be firm and binding for a period of one hundred twenty (120) calendar days from the bid opening date.

SeNet has over 19 years of experience assessing security controls, performing technical vulnerability assessments, and providing on site consulting services related to clients' IT infrastructure, information systems, and applications' security. Virtually 100% of our revenue is derived from IT Security related tasks. During that time, SeNet successfully performed IT Security consulting services for over 200 government and private sector clients.

### Company Overview



- Founded in 1998 to provide expert IT security services to commercial and government organizations
- Privately owned
- Over 20 staff members
- Certified small business
- Headquartered in Fairfax, VA
- Focused on Information and Network Assurance

SeNet International Corporation is an SBA-certified small business based just outside of Washington D.C., and has been in business since 1998. In that time, we have assisted over 200 public- and private-sector clients in improving their information security. The services we provide include vulnerability assessments and penetration testing, security program development and planning, security architecture design and implementation, security operations, compliance verification, etc. SeNet's executives are IT industry veterans who possess both subject matter technical expertise as well as extensive experience in managing large-scale projects.

SeNet is an IT consulting firm that focuses on information security services. Unlike other companies where information security may just be one area in a large portfolio of services, for us, it is our single specialty. Virtually 100% of our client engagements are related to IT Security. SeNet is an innovative leader in IT services, specializing in networking and information systems



security consulting for federal agencies, state and local organizations as well as commercial entities. SeNet focuses on helping clients meet their network infrastructure and information security goals by establishing close working relationships, and by mapping clients' goals and mission requirements to proven solutions. At all times, SeNet maintains an awareness of clients' established policies and procedures and ensures that all of our work efforts are compliant with government regulations and corporate industry best practices.

Information security covers a wide range of topics and issues. SeNet has gained substantial experience and expertise over the years, ranging from simple system security reviews to ground up information security system deployments. We offer this experience and expertise through a range of services that are specifically tailored to our clients' individual needs and are backed by our continuing commitment to excellence. The spectrum of these services is illustrated in the following table.

**TABLE 1: SENET SERVICES**

SeNet's Major Service Offerings	
Compliance Verification & Validation	Business Continuity/Disaster Recovery Planning
Risk Assessment	Firewall/VPN/IDS Integration
Penetration Testing	Application Code Level Review
Network Architecture	Program/Project Management
Network Analysis	Subject Matter Expert Assistance
Performance Monitoring	Network Monitoring/NOC
Security Monitoring/SOC	Policies & Procedures Development
Vulnerability Analysis	Security Product Tune-Up
Security Program Planning	Security Administrator Training
System Security Planning	User Awareness Training

Our product and technology expertise includes:

**TABLE 2: SENET TECHNOLOGY EXPERTISE**

SeNet Technology Expertise	
<b>NETWORK PROTECTION</b> <ul style="list-style-type: none"> <li>▪ Firewalls</li> <li>▪ VPN Appliances/Gateways</li> <li>▪ Intrusion Detection and Prevention Systems (IDS/IPS)</li> <li>▪ Content Filters/URL Blockers</li> <li>▪ Antivirus Protectors</li> </ul>	<b>AUTHENTICATION</b> <ul style="list-style-type: none"> <li>▪ Smart Cards</li> <li>▪ Biometric Devices</li> <li>▪ Directory Services/LDAP</li> <li>▪ Single Sign-On (SSO)</li> </ul>
<b>REMOTE ACCESS</b> <ul style="list-style-type: none"> <li>▪ Terminal Servers</li> <li>▪ Remote Device Protocols</li> </ul>	<b>PKI/ENCRYPTION</b> <ul style="list-style-type: none"> <li>▪ IPSec, SSL</li> <li>▪ Identity Management</li> <li>▪ Certificate Authority (CA)</li> </ul>

SeNet Technology Expertise	
▪ Encrypted Tunnels	▪ Digital Signature
<b>COMPLIANCE VERIFICATION:</b> FISMA, NIST 800 series, DIACAP, PCI DSS, HIPAA, SANS Top 20, OWASP, CIS, CJIS, MARS-e, ISO 27000, etc.	

Many of our customers are similar organizations to the State. For example, we recently completed a project with the Idaho Department of Health and Welfare (IDHW) in which we provided a security standards assessment, an external and internal network assessment, and a web application assessment. During the past year we have also conducted IT Security assessments for the Ohio School Employees Retirement System (SERS); the Kentucky Employers' Mutual Insurance Corporation; the City of Normal, Illinois; the City of Bowie, Maryland; the San Mateo Transit System, CA; the City of Alexandria, Virginia; and many other clients. We have over 200 previous and current clients in the federal, state, local and commercial sectors.

Since our inception, there has been no change in either the management or ownership of our company. We currently have close to 30 full-time employees. Our organizational structure and financial management has remained stable throughout our existence. We have no business affiliations that may create apparent conflict of interest that will affect our ability to work on this contract.

We are confident that our experience in assisting numerous public and private-sector clients with full spectrum of information services will make us a vendor of choice for the State of Idaho.

This proposal is signed by Anatoly Kozushin, the President of SeNet International Corporation, who is authorized to bind the company contractually.

Sincerely,



Toly Kozushin, President  
SeNet International Corporation  
Toly.kozushin@senet-int.com

## 1 RESUMES

SeNet is proud of our technical professionals and in our ability to attract highly skilled and dedicated professionals. This is achieved by creating a work environment conducive to personal career development, and by instituting a dynamic and efficient hiring process.

SeNet hires highly experienced candidates with relevant educational background. Our screening process consists of multiple evaluation steps which extend beyond the hiring process well into the candidate tenure with SeNet:

- Searching for candidates using commercial resume databases and personal referrals
- Prescreening candidates over the phone
- Multiple interviews (personnel, project manager, executives)
- Background check (criminal and credit records, drug test when required by clients)
- Initial Probation Period and formal Evaluation
- Annual Employee Performance Evaluations

Typically, SeNet assignment teams consist of full time employees only. In certain occasions we do bring in external resources to augment our staff expertise in very specific areas. For example, we have recently utilized the service of a professional “social engineer” to evaluate our client’s staff IT security awareness and resistance to social engineering attempts.

In order to keep our staff current in the latest regulatory changes and security technology updates, SeNet administers external and in-house training and personal development programs. These programs range from formal instruction in a classroom environment, to informal self-paced study groups in our security lab. As a result of these programs, the SeNet staff boasts a high rate of industry certifications.

In addition to the relevant industry certifications, the majority of SeNet’s staff possesses academic degrees in relevant fields such as computer science, electrical engineering, and business administration, with over 40% of all staff having advanced degrees.

All SeNet staff members assigned to this task will be U.S. Citizens and will at a minimum have passed a National Agency Check (NAC/NACI). SeNet will comply with all the State’s personnel security requirements pertaining to this task.

As can be observed from the proposed SeNet team members’ resumes (see Section 8), SeNet assigns only experienced and competent IT security professionals to perform on client tasks.

SeNet and its staff have earned multiple awards and certifications for technical competence and outstanding performance. Our awards are a credit to our staff’s perseverance and ability to get the job done right the first time.

We view our staff as our single, most important asset and actively invest in improving their capabilities and skills. This starts with a rigorous hiring process and continues with ongoing technical training accompanied by a retention program geared toward recognizing excellence and initiative.

To keep our staff current in the latest trends and technologies, SeNet encourages its employees to take outside work-related training and reimburses them when training is successfully completed. Such training spans SeNet’s program management, business continuity, and its information security technologies. SeNet also administers numerous in-house training and personal development programs. These programs range from formal instruction in a classroom environment to informal, self-paced study groups. As a result of these programs, the SeNet staff

boasts a high rate of industry certifications, such as Certified Information Systems Security Professional (CISSP), Certification and Accreditation Professional (CAP), and Certified Ethical Hacker (CEH), and keeps abreast of the latest trends in malware/vulnerability exploitation techniques and IT infrastructure protection technologies and products.

As shown in the resumes below, the following list of proposed personnel includes SeNet's proposed staff for the 5 Service Categories: Information Security Analyst, Senior; Information Security Incident Manager; Senior Information Security Engineer; Penetration Tester; and Information Security Training Analyst. All staff members hold certifications appropriate for their assigned project task areas. This list includes the following information for each staff: their name, education, degree and area of study, as well as current certifications, experience, skills, and qualifications relevant to this project. The information provided is intended to demonstrate in the allotted 2-page format the depth of the length, variety, and relevant experience and expertise our highly-experienced staff brings to this project on day one.

## 1.1 Service Category 1: Information Security Analyst, Senior

### M. Wahid Mohiuddin, CEH, CICP, MCTS, CompTIA Security+

[Mohammed.mohiuddin@senet-int.com](mailto:Mohammed.mohiuddin@senet-int.com)

Phone: (703) 206-9383

#### QUALIFICATION SUMMARY

Mr. Mohiuddin is an experienced security engineer with a thorough understanding of Information Assurance (IA) and Certification and Accreditation (C&A) processes. He has over seven years of IT experience with five years in network administration and two years in Information Security. He is an effective team player able to foster excellent relationships with team members, management, and clients. Mr. Mohiuddin has extensive experience in information system security design, implementation, and continuous monitoring to ensure confidentiality, availability, integrity, as well as efficient system performance.

#### SKILLS

- **Security Technologies:** SonicWALL, eEye Retina, Snort, Wireshark, SolarWinds, AppsecInc AppDetective, IBM Rational Appscan, HP WebInspect, Nmap, Nessus, Nikto, Burp Proxy, Metasploit, IP Scanner, Kismet, Aircrack-ng, Backtrack/Kali penetration testing tools, Anti-virus tools (Norton, Symantec, McAfee, Ghost, etc), Veritas NetBackup, Symantec Endpoint Protection, Symantec Backup Exec.
- **Operating Platforms:** UNIX-based systems (Solaris, Linux) and Windows (all flavors), MAC, IBM WebSphere
- **Hardware:** HP Proliant GL-series servers, SonicWALL NSA 2400/4500, Cisco Catalyst 2960 switches, Cisco ASA 5500, Dell and HP workstations/laptops
- **Languages:** C++, .NET, MySQL, Visual Basic
- **Client Scripting:** HTML, JScript, VBScript
- **Protocols:** TCP/IP, UDP, SNMP, LDAP, IPSec, FTP, SMTP, SSL
- **Services:** DHCP, WINS, DNS, SSH, VPN, VLAN, Terminal Services, Active Directory, IIS
- **Tools:** Microsoft SharePoint, MS Office 2013, Microsoft Visio 2016, Adobe Professional Suite, Microsoft Project, Visual SourceSafe, Active Directory
- **Certifications:** CEH, CICP, CompTIA Security+, CCNA, MCP, MCTS

#### PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

SeNet International, Inc., Fairfax, VA

June 2011 – Present

##### Information Security Engineer

Mr. Mohiuddin performs vulnerability assessments and penetration tests using tools such as HP WebInspect, AppDetective, Nessus, Nikto, and Threat Vulnerability Assessment (TVA) matrix table development confirming to NIST and FISMA standards for government and commercial agencies. These assessments involve wireless, network, and mainframe vulnerability and penetration testing. He deploys open source and proprietary software and tools to perform the penetration testing for multiple environments, including but not limited to Windows, UNIX, Linux, mainframe, database, and Web application architectures. He assists in certification and accreditation (C&A) testing. His tasks further include:



- Preparation of security test plans, external reconnaissance analyses, and presentation of reports on security vulnerabilities.
- Performing security risk assessments and conducting security briefings on sensitive cyber security matters.
- Performing database vulnerability assessment utilizing AppDetective on commercial and government database in compliance with CIS and FISMA standards. Database flavors included various versions of DB2, SQL Server, and Oracle.
- Performing web application assessments utilizing Burp, Netsparker and other assessment tools to seek out web vulnerabilities and suggest remediation. Assessments include manual data injection and cookie modification to evaluate webserver response.
- Defining firewall, intrusion detection systems (IDS), intrusion prevention systems (IPS) policies and their implementation plans.
- Enforcing strong authentication and strict VPN policies employing a combination of IPSec and SSL security controls to prevent unauthorized access to the internal network.
- Reviewing IT audit logs to detect malicious activities.
- Assisting with Certification and Accreditation (C&A) testing.
- Drafting the patch management policy using NIST SP 800-40 guideline (*Procedure for Handling Security Patches*). Periodically executed vulnerability assessment scans using automated tools (Nessus, Nmap, Nikto, etc.) to ensure compliance of information system resources with the organization's technical security standard manual (TSSM).
- Drafting the Business Continuity Plan and Disaster Recovery Policy in accordance with security policy and management guidelines.
- Interacting with users and responding to security incidents in coordination with the Information Security Officer (ISO) as a member of the corporate security team.

**Systems Administrator**

**June 2011 – July 2012**

**AHCC, Rockville, MD**

**July 2008 – May 2011**

**Network Administrator**

**St Joseph Mercy Hospital, Auburn Hills, MI**

**January 2008 – July 2008**

**Infrastructure Support Specialist**

## **EDUCATION**

- M.B.A., Loyola University, Baltimore, MD (expected graduation July 2017)
- B.S. Information Technology, Baker College, Auburn Hills, MI
- Associate's Degree in General Sciences, Oakland Community College, Royal Oak, MI

## **CERTIFICATIONS**

- Certified Ethical Hacker (CEH)
- Core Impact Certified Professional (CICP)
- CompTIA Security+, and Network+
- Cisco Certified Network Associate (CCNA)
- Microsoft Certified Technology Specialist (MCTS)
- Microsoft Certified Professional (MCP)

## 1.2 Service Category 2: Information Security Incident Manager

### Steven Davis, CAP

[Steve.davis@senet-int.com](mailto:Steve.davis@senet-int.com)

Phone: (703) 206-9383

#### QUALIFICATION SUMMARY

Mr. Davis has been involved in the field of security for over 35 years. He began his career in the USAF in 1975 as a Security Specialist working in resource and personnel protection. It was there that he gained a fundamental understanding of all aspects of the career field including IT Security.

#### SKILLS

- Program and Project Management
- Certification and Accreditation: Implementing certification and accreditation (C&A) activities of information systems, and performing security assessments and production of C&A documentation, including:
  - System Categorization (FIPS 199)
  - Privacy Impact Assessment (PIA)
  - Privacy Threshold Analysis (PTA)
  - Configuration Management Plan (CMP)
  - Information Technology Contingency Plan (ITCP)
  - Information Technology Disaster Recovery Plan (ITDRP)
  - System Security Plan (SSP)
  - Security Assessment Report (SAR)
  - Risk Assessment (RA)
  - Security Controls Compliance Matrix (SCCM)
  - Plan of Action and Milestones (POA&M)

#### PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

<b>SeNet International Corporation, Fairfax, VA</b>	<b>2015 to Present</b>
<b>Director, Customer Management</b>	
<b>Health Resources and Services Administration</b>	<b>2010 to 2015</b>
<b>Director, IT Operational Support Services</b>	
<b>Health Resources and Services Administration</b>	<b>2007 to 2010</b>
<b>Chief Information Security Officer</b>	
<b>Federal Aviation Administration</b>	<b>2005 to 2007</b>
<b>Senior Watch Officer, Cyber Security Incident Response Center</b>	
<b>Mainstay Enterprises, Incorporated</b>	<b>2000 to 2005</b>
<b>Senior Security Analyst</b>	
<b>Federal Aviation Administration</b>	<b>1988-2000</b>
<b>Various assignments</b>	

#### EDUCATION

- B.A., Security Management, American Public University System, 2008



## **CERTIFICATIONS AND TRAINING**

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- USAF Security Specialist Course, 1975
- USAF Air Base Ground Defense Course, 1975
- USAF Security Supervisors Course, 1978
- Hostage Negotiators Course, 1980
- USAF Leadership Management 1, 1980
- USAF Leadership Management 2, 1985
- USAF Counter-insurgency Course, 1986
- US Army Physical Security Course, 1989
- USAF Communications Security Course, 1990
- FAA Physical Security Course, 1991
- FAA Airport/Air Carrier Security Course, 1991
- FAA Hazardous Materials Course, 1991
- FAA Managers Course Leadership Development I, 1992
- FAA Managers Course Leadership Development II, 1993
- Criminal Investigators Course, 1993
- FAA Vulnerability Assessment Training, 1999
- FAA Information Methodology Training, 2000
- Gauntlet Firewall Course, 2000
- Guidance Software Forensics Course, 2008
- Contracting Officer Technical Representative, 2008
- Certified Authorization Professional, 2010

## **CLEARANCES**

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- SSBI Top Secret

### 1.3 Service Category 3: Senior Information Security Engineer

#### Rehan Bashir, CISSP, CAP, MCSE

[Rehan.basir@senet-int.com](mailto:Rehan.basir@senet-int.com)

Phone: (703) 206-9383

#### QUALIFICATION SUMMARY

Mr. Bashir is a Senior Security Engineer with extensive experience in designing, implementing, configuring, testing and operating IT Security tools.

#### SKILLS

- **Secure Configurations:** National Institute of Standards and Technology (NIST) Security Framework, SANS, ISO 27001
- **Security Tools:** Check Point Firewall, Snort IDS, Trend Micro Enterprise Security Solutions, Big Fix Patch Management, SecEdit, HFNetChk Pro, Nessus Vulnerability Scanner, Nmap, Nikto Web Security Scanner; Dsniff; Ethereal; NetIQ Security Manager, Juniper Netscreen Secure Sockets Layer (SSL) Virtual Private Network (VPN); ISS Internet Security Scanner; WebSense Content Filtering; Attack Toolkit; Paros Proxy Web application scanner; Network Security Toolkit (NST), FireEye, Cyber Security Assessment and Management (CSAM)

#### PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

**SeNet International Corporation, Fairfax, VA**  
**Senior Security Engineer**

**2006 to Present**

*Bureau of Indian Affairs (BIA) – Department of the Interior (DOI)*

Mr. Bashir performs C&A on BIA major applications (MAs) and general support systems (GSSs) in accordance with NIST Special Publication (SP) 800-37. He conducts Internal Control Reviews (ICRs) on BIA's MAs and GSSs to meet the annual self-security assessment requirement mandated by Federal Information Security Management Act (FISMA) of 2002. He also supports the Office of Information and Privacy (OIP) by providing responses to the department's Office of the Chief Information Officer (OCIO) date-sensitive data calls. He performs technical vulnerability assessments (TVAs) using Nessus, Nmap, Microsoft Baseline Security Analyzer (MBSA), and more on MAs and GSSs, and analyzes and documents the results in security test and evaluation (ST&E) reports.

Mr. Bashir also performs security control testing on BIA systems using NIST SP 800-53 guidelines. He updates the existing System Security Plans (SSPs) based on NIST SP 800-18. He reviews current documented security policies and procedures, and updates the risk assessment (RA) in accordance with NIST SP 800-30. He assesses and determines the security categorization of systems based on Federal Information Processing Standard (FIPS) 199 and NIST SP 800-60. In addition, he assists the Active Directory (AD) team for AD security implementation.

**DataWiz Corporation, Chantilly, VA**  
**Information Security Analyst**

**2003 - 2006**

*Mine Safety and Health Administration (MSHA) – Department of Labor (DOL)*

*Occupational Safety and Health Administration (OSHA) – DOL*

**NetSol USA, Vienna, VA****2001 - 2003****Systems Network Engineer**

Mr. Bashir maintained the availability of company computer resources, including servers, workstations, laptops, printers, and multimedia equipment.

**EDUCATION**

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- M.S., Computer Science, Askari College of Business and Computer Science, Lahore, Pakistan

**CERTIFICATIONS AND TRAINING**

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- Certified Information System Security Professional (CISSP)
- Certification and Accreditation Professional (CAP)
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Professional (MCP) – Windows 2000 Professional
- Certified Internet Web Master (CIW)
- NSTISSI No. 4013 (NSA)
- Information Systems Security Engineering Professional (ISSEP) – currently pursuing

**CLEARANCES**

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- OPM Public Trust Level 6

## 1.4 Service Category 4: Penetration Tester

### Gus Fritschie, CISSP, CAP, CEH

Email: [Gus.fritschie@senet-int.com](mailto:Gus.fritschie@senet-int.com)

Phone: (703) 206-9383

#### QUALIFICATION SUMMARY

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Mr. Fritschie has been involved in the field of information security for over 10 years. He began his career in information technology (IT) as a system administrator for a growing financial company. It was there that he gained a fundamental understanding of all aspects of IT, including network security.

Mr. Fritschie then joined the information security consulting practices of KPMG and Deloitte & Touche. He led and performed numerous vulnerability assessments and penetration tests in support of financial audits, the Government Information Security Reform Act (GISRA – now the Federal Information Security Management Act [FISMA]), and other compliance-related efforts. Clients included Fortune 500 companies, civilian agencies, and the Department of Defense (DOD).

Mr. Fritschie has proven work performance with organizations and clients such as the United States Department of Health and Human Services (HHS), United States Department of Agriculture (USDA), the Department of Labor (DOL), the Department of the Interior (DOI), Government Printing Office (GPO), and Amtrak.

Mr. Fritschie has spoken at a number of security conferences such as DefCon 2011, HackerCon 2011, DerbyCon 2012, and RVASEC 2013. He has also presented at numerous government agencies on a wide variety of information security topics.

#### SKILLS

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- Program and Project Management
- Enterprise Security Architecture (ESA)
- **Secure Configurations:** National Institute of Standards and Technology (NIST) checklists, Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), and Center for Internet Security (CIS) benchmarks for applications, networks, and database platforms
- **Networking:** Transmission Control Protocol (TCP)/Internet Protocol (IP), firewalls, Virtual Private Network (VPNs), and Cisco routers and switches
- **Operating Systems:** Microsoft Windows 2008/2003/2000/NT/Vista/XP, RedHat, UNIX, IBM AIX and z/OS Mainframe
- **Security Tools:** Nessus, Nikto, ISS Internet Scanner, Metasploit, Nmap, L0phtcrack, SARA, Wireshark, Aircrack-ng, Kismet, DISA Security Readiness Review (SRR) Scripts, WebInspect, AppScan, AppDetective, and Snort
- **Desktop Applications:** Microsoft Office Suite – Outlook, Visio, and Project
- **Certification and Accreditation:** Implementing certification and accreditation (C&A) activities of information systems, and performing security assessments and production of C&A documentation.

#### PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

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**SeNet International Corporation, Fairfax, VA**  
**Chief Technology Officer****2003 to Present**

Mr. Fritschie manages and leads security teams performing vulnerability assessments for government and commercial agencies. The assessments involve performing wireless, network, and mainframe vulnerability and penetration testing. Mr. Fritschie performs C&A testing and conducts testing on Web applications during the development, pre-production, and production phases. Mr. Fritschie develops vulnerability/penetration testing methodologies. He conducts security reviews and risk assessments using Federal guidelines set forth in the Federal Information System Controls Audit Manual (FISCAM), Federal Information Processing Standard (FIPS) publications, Office of Management and Budget (OMB) guidelines (127 and 130), and FISMA.

**Deloitte & Touche Information Security Services, McLean, VA**  
**Senior Security Consultant****2002 to 2003****KPMG Risk and Advisory Services, Washington, DC**  
**Senior Security Consultant****2000 to 2002****EDUCATION**

- B.A., Geography, Mary Washington College

**CERTIFICATIONS AND TRAINING**

- Certified Information Systems Security Professional, 2002
- Certification and Accreditation Professional, 2007
- NSA INFOSEC Assessment Methodology, 2006
- CompTIA Security+, 2007
- Solaris Certified Security Administrator, 2003
- System Administration in INFOSEC, NSTI No. 4013, 2004
- Certified Cisco Network Administrator, 2002
- Cisco Secure PIX Firewall Administrator, 2003
- Check Point Certified Systems Engineer, 2002
- Check Point Certified Security Administrator, 2002
- Microsoft Certified Systems Engineer, 2000
- Certified Ethical Hacker, 2010

**CLEARANCES**

- OPM Public Trust

## 1.5 Service Category 5: Information Security Training Analyst

### Roey Katz, CISSP

[Roey.katz@senet-int.com](mailto:Roey.katz@senet-int.com)

(703) 206-9383

#### QUALIFICATION SUMMARY

Mr. Katz is a seasoned Information Security Analyst. He is experienced in developing and implementing secure systems and solutions, and knowledgeable in computer networks and programming. He possesses a strong academic background with a heavy emphasis on computer architecture and network security; and communicates effectively, both orally and in writing. He possesses expert-level knowledge in Linux and Python programming.

#### SKILLS

- **Security Tools:** Nessus, Nmap, Burp, Zap, AppScan, AppDetective, Core Impact, Nikto, Microsoft Baseline Security Analyzer (MBSA), Superscan, NGS-Squirrel, Defense Information Systems Agency (DISA) Gold Disc, Nessus Compliance Tool, in-house developed tools
- **Firewalls and VPNs:** Check Point VPN-1, SecuRemote, Panda Antivirus, Trend Micro Antivirus, NetScreen NS-25, NetScreen-Remote, OpenVPN, NetIQ, Safend, SecureFusion, Snort
- **Backup and Antivirus:** Veritas BackupExec and Symantec, Panda and Trend Micro Antivirus
- **Communications:** Exchange 2003, Postfix, Postgrey, Bind DNS, OpenSSL, Apache, Active Directory
- **Operating Systems:** Microsoft Windows 2003, Microsoft Windows XP, Ubuntu, Debian, and Red Hat GNU/Linux
- **Langages:** C, C++, Java, Linux, Perl, Python
- **Desktop Applications:** Microsoft Office Suite – Word, Excel, PowerPoint, Visio, and Outlook

#### PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

SeNet International Corporation, Fairfax, VA

2003 to Present

Network Security Engineer

For SeNet clients, Mr. Katz:

For SeNet, Mr. Katz has accomplished the following tasks:

- Administered SeNet network servers, including Windows 2003 Active Directory controllers, Exchange 2003, antivirus (Symantec), backup (Veritas) and Debian GNU/Linux support infrastructure including DNS (Bind), mail (Postfix and Postgrey), Web (Apache) and VPN (OpenVPN) services
- Maintained SeNet network documentation, including all charts, data sheets, contact lists, and daily progress reports
- Installed security-related hardware and software including NetScreen, Dell PowerEdge and PowerVault, Trend Micro, and Symantec
- Designed and implemented secure networks with VPN connectivity using NetScreen firewalls and OpenVPN

- Led development of SeNet's internal corporate security protocols

#### *HHS Program Support Center (PSC)*

For PSC, Mr. Katz:

- Led clients through SA&A information system security audits and technical vulnerability assessments (TVAs) at client sites and compiled reports following NIST 800 guidelines, including Security Test and Evaluations (ST&Es), Contingency Plans (CPs), system security plans (SSPs), and risk assessments (RAs)
- Performed technical information security testing and analysis of client information systems in accordance with NIST 800-series guidelines
- Educated clients in conducting NIST 800-53 interviews and examinations

#### *National Finance Center (NFC)*

#### *United States Department of Agriculture (USDA)*

#### *Health and Human Services (HHS) Health Resources and Services Administration (HRSA)*

#### *Amtrak*

#### **Fannie Mae**

**1999 to 2002**

#### **Technical Team Representative**

Mr. Katz developed a Java XML/XSLT framework for data mining in conjunction with the Advanced Economic Modeling Team. He also implemented financial algorithms and data manipulation for credit analysis in C++ and Perl.

#### **National Institute of Standards and Technology (NIST)**

**1997 to 1999**

#### **Intern**

Mr. Katz implemented hardware description software in Python/Linux at the Electrical Engineering Research Lab.

### **EDUCATION**

- M.S., Information Security, Johns Hopkins University
- B.S., Computer Engineering, University of Maryland

### **CERTIFICATIONS AND TRAINING**




- Certified Information Systems Security Professional (CISSP)

### **CLEARANCES**

- OPM Public Trust



## 1.6 Copies of Certifications for Proposed Personnel

Roy Katz									
CISSP									
Member Since: 27 Mar 2008					Member Number: 303273				
Certification Status									
Certification Awarded: 27 Mar 2008			AMF Status			CPE Status			
			Current Cycle Start Date: 01 Apr 2014 End Date: 31 Mar 2017			 Please pay \$85 by 31 Mar 2016		 18 Group A CPEs due by 31 Mar 2016	
#	Year	Begin	Due Date	Status	Amnt	Group A	Group B	Total	
1	01 Apr 2014	31 Mar 2015	Paid	\$85	31.00	20	6.00	37.00	--
2	01 Apr 2015	31 Mar 2016		\$85	2.00	20	0.00	2.00	--
3	01 Apr 2016	31 Mar 2017		\$85	0.00	20	0.00	0.00	--
Credited to Date:					\$85	33.00	6.00	39.00	
Required for Renewal:					\$255	80	--	120	
Member Services Information									
Please contact your regional office for answers to your CPE credit or AMF payment questions:									
<b>(ISC)<sup>2</sup> Member Support</b> 311 Park Place Blvd. Suite 400 Clearwater, FL 33759 USA Ph: 1-866-331-ISC2 (4722) 1-727-785-0189					<b>(ISC)<sup>2</sup> EMEA</b> Second Floor 6 Hays Lane London SE1 2HB United Kingdom Ph: +44 (0)203 283 4383 Fx: +44 (0)203 283 4384				
<b>(ISC)<sup>2</sup> Asia-Pacific</b> Suite 514, 5/F, South Tower World Finance Centre Harbour City, Kowloon Hong Kong Ph: +852.2850 6951 Fx: +852.2850 6959					<b>(ISC)<sup>2</sup> Japan</b> Yotsuya Business Garden 209 1-6-1 Wakaba Shinjuku-ku Tokyo 160-0011 Japan Ph: +81.3.5366 4824 Fx: +81.3.5366 4702 <a href="https://www.isc2.org/japan/">https://www.isc2.org/japan/</a>				
Links to more information									
For detailed information regarding CPE requirements:									
<a href="https://www.isc2.org/CPE-requirements.aspx">https://www.isc2.org/CPE-requirements.aspx</a>									
To view current CPE Guidelines and policies:									
<a href="https://www.isc2.org/uploadedFiles/ISC2_Member_Content/CPE/cpe_guidelines.pdf">https://www.isc2.org/uploadedFiles/ISC2_Member_Content/CPE/cpe_guidelines.pdf</a>									

Gus Fritschle

CISSP, CAP

Member Since: 20 Nov 2002

Member Number: 223084

## Certification Status

Certification Awarded: 20 Nov 2002

AMF Status

CPE Status



Current Cycle  
Start Date: 01 Dec 2014  
End Date: 30 Nov 2017

Pay \$85.00 by  
30 Nov 2015

On Track

#	Year		Status	Amt	Group A		Group B		Total
	Begin	Due Date			Earned	Min	Earned	Earned	
1	01 Dec 2014	30 Nov 2015		\$85	0.00	20	0.00	0.00	
2	01 Dec 2015	30 Nov 2016		\$85	0.00	20	0.00	0.00	
3	01 Dec 2016	30 Nov 2017		\$85	0.00	20	0.00	0.00	
Credited to Date:				\$0	0.00		0.00	0.00	
Required for Renewal:				\$255	80		-	120	

Certification Awarded: 17 Apr 2007

AMF Status

CPE Status



Current Cycle  
Start Date: 01 May 2013  
End Date: 30 Apr 2016

Pay \$85.00 by  
30 Apr 2015

On Track

#	Year		Status	Amt	Group A		Group B		Total
	Begin	Due Date			Earned	Min	Earned	Earned	
1	01 May 2013	30 Apr 2014	Paid	\$85	58.00	10	18.00	74.00	
2	01 May 2014	30 Apr 2015		\$85	0.00	10	0.00	0.00	
3	01 May 2015	30 Apr 2016		\$85	0.00	10	0.00	0.00	
Credited to Date:				\$85	78.00*		18.00	94.00*	
Required for Renewal:				\$195	40		-	60	

\* - Totals include rollover credits that are not included in yearly values

## Member Services Information

Please contact your regional office for answers to your CPE credit or AMF payment questions:

(ISC)<sup>2</sup> Member Support  
311 Park Place Blvd.  
Suite 400  
Clearwater, FL 33759  
USA  
Ph: 1-866-331-ISC2 (4722)  
1-727-785-0189

(ISC)<sup>2</sup> EMEA  
Second Floor  
6 Hays Lane  
London SE1 2HB  
United Kingdom  
Ph: +44 (0)203 283 4383  
Fx: +44 (0)203 283 4384

(ISC)<sup>2</sup> Asia-Pacific  
Suite 514, 5/F, South Tower  
World Finance Centre  
Harbour City, Kowloon  
Hong Kong  
Ph: +852 2850 6951  
Fx: +852 2850 6959

(ISC)<sup>2</sup> Japan  
Yotsuya Business Garden 209  
1-6-1 Wakaba Shinjuku-ku  
Tokyo 160-0011  
Japan  
Ph: +81 3 5366 4824  
Fx: +81 3 5366 4702  
<https://www.isc2.org/japan/>

## Links to more information

**Rehan Bashir**

**CISSP, CAP**

**Member Since: 06 Jun 2003      Member Number: 204653**

### Certification Status

**Certification Awarded: 06 Jun 2003**



**Current Cycle**  
Start Date: 01 Jul 2012  
End Date: 30 Jun 2015

**AMF Status**  
 Please pay \$85 by 30 Jun 2015

**CPE Status**  
 24 CPEs due by 30 Jun 2015


#	Year		Status	Amt	Group A		Group B		Total	
	Begin	Due Date			Earned	Min	Earned	Min	Earned	Min
1	01 Jul 2012	30 Jun 2013	Paid	\$85	68.00	20	0.00	68.00	--	
2	01 Jul 2013	30 Jun 2014	Paid	\$85	0.00	20	0.00	0.00	--	
⇒ 3	01 Jul 2014	30 Jun 2015	Paid \$85	\$85	13.00	20	0.00	10.00	--	
<b>Credited to Date:</b>				<b>\$170</b>	<b>78.00</b>		<b>20.00*</b>		<b>98.00*</b>	
<b>Required for Renewal:</b>				<b>\$255</b>	<b>80</b>		<b>--</b>		<b>120</b>	

\* - Totals include rollover credits that are not included in yearly values

**Certification Awarded: 20 Mar 2007**



**Current Cycle**  
Start Date: 01 Apr 2013  
End Date: 31 Mar 2016

**AMF Status**  
 Please pay \$65 by 31 Mar 2016

**CPE Status**  
 Submit 10 Group A CPEs now

#	Year		Status	Amt	Group A		Group B		Total	
	Begin	Due Date			Earned	Min	Earned	Min	Earned	Min
1	01 Apr 2013	31 Mar 2014	Paid	\$65	0.00	10	0.00	0.00	--	
2	01 Apr 2014	31 Mar 2015	Paid	\$65	10.00	10	0.00	10.00	--	
⇒ 3	01 Apr 2015	31 Mar 2016		\$65	0.00	10	0.00	0.00	--	
<b>Credited to Date:</b>				<b>\$130</b>	<b>30.00*</b>		<b>0.00</b>		<b>30.00*</b>	
<b>Required for Renewal:</b>				<b>\$195</b>	<b>40</b>		<b>--</b>		<b>60</b>	

\* - Totals include rollover credits that are not included in yearly values

### Member Services Information

Please contact your regional office for answers to your CPE credit or AMF payment questions:

**(ISC)<sup>2</sup> Member Support**  
311 Park Place Blvd.  
Suite 400  
Clearwater, FL 33759  
USA  
Ph: 1-866-331-ISC2 (4722)  
1-727-785-0189

**(ISC)<sup>2</sup> Asia-Pacific**  
Suite 514, 5/F, South Tower  
World Finance Centre  
Harbour City, Kowloon  
Hong Kong  
Ph: +852 2850 8951  
Fx: +852 2850 8959

**(ISC)<sup>2</sup> EMEA**  
Second Floor  
6 Hays Lane  
London SE1 2HB  
United Kingdom  
Ph: +44 (0)203 283 4383  
Fx: +44 (0)203 283 4384

**(ISC)<sup>2</sup> Japan**  
Yotsuya Business Garden 209  
1-6-1 Wakaba Shinjuku-ku  
Tokyo 160-0011  
Japan  
Ph: +81 3 5366 4824  
Fx: +81 3 5366 4702  
<https://www.isc2.org/japan/>

## 2 LIST OF REFERENCES

## 2.1 Relevant Qualifications and Experience

Since our inception, SeNet successfully performed IT Security consulting services for over 200 government and private sector clients. The table below provides a relatively small snapshot of some of our recent clients and the security related tasks we have performed for them.

**TABLE 3: CLIENTS AND SERVICES MATRIX**

Client	Ext. Penetration Testing	Int. Penetration Testing	Wireless Network Assessment	User Awareness Social Eng.	VOIP Testing	NIST 800-53 SA&A
Delaware River Maritime Exchange	✓	✓	✓			
USDA APHIS	✓	✓				✓
USDA NFC	✓	✓				✓
City of Bowie, MD	✓		✓			
State of West Virginia Consolidated Retirement Board	✓	✓				
Amtrak	✓	✓	✓	✓		✓
US DHHS/HRSA	✓	✓	✓	✓		✓
City of Alexandria, VA	✓		✓		✓	
National Ecological Observatory Network (NEON)	✓	✓	✓	✓	✓	
US Department of Education, Office of the Inspector General	✓				✓	✓
Riverside Medical Health Center	✓	✓	✓			

Client	Ext. Penetration Testing	Int. Penetration Testing	Wireless Network Assessment	User Awareness Social Eng.	VOIP Testing	NIST 800-53 SA&A
Town of Normal IL	✓	✓			✓	
State of Missouri	✓					
Dallas Area Rapid transit	✓	✓	✓	✓	✓	
US DOI/Bureau of Indian Affairs	✓	✓				✓



## 2.2 References

The following section contains descriptions with points of contact for recent, similar IT security assessment tasks performed by SeNet, and as requested by the State.

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**Town of Normal, IL**  
**11 Uptown Circle, Normal IL, 61761**

**Contact Information:**

**Project POC:** Teri Legner

**Phone:** 309/433-3428

**E-mail:** [tlegner@normal.org](mailto:tlegner@normal.org)

**Period of Performance:** Apr 2016- July 2016

**Contract Budget:** \$46,000

**Scope of Project:**

SeNet conducted a detailed cyber security vulnerability assessment and audit of the network infrastructure to test the perimeter of the network externally.

In addition, the test included critical systems that could affect the security of the network including security systems (e.g. firewalls, authentication servers, e-commerce redirection servers) and all assets utilized by privileged users to support and manage the network.

SeNet accomplished the following:

- Performed an external port scan, and penetration test of the network perimeter to include all public facing systems (web, email, FTP).
- Scanned network systems for potential vulnerabilities.
- Identified, analyzed, and confirmed vulnerabilities.
- Reviewed and provided recommendations relative to IT security policies and procedures
- Tested configurations of all network infrastructure, including PCs, servers, routers, firewalls, and switches
- Tested System configuration, including Domain Name System, Active Directory, Virtual Private Network, firewall and network security policies
- Reviewed current security programs, devices and measures in place, such as anti-virus, antimalware, and intrusion detection and prevention
- Tested and reviewed configurations for Internet, Intranet and voice over internet protocol network communication components (e.g., VHF radio, IP phone system)
- Tested and audited wireless network components
- Tested Public-facing systems, such as web pages, web applications, and email servers

Security policies were also examined and evaluated against industry best practices and standards. SeNet reviewed documentation and information (i.e. current documentation, network diagrams, SDLC process, policies) and provided recommendations for improvements where needed.

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**West Virginia Consolidated Public Retirement Board (WVCPRB) COMPASS Project**  
**4101 MacCorkle Ave S.E. Charleston, WV 25304**

**Contact Information:**

**Project POC:** John Beane

**Phone:** (304) 590 0756

**E-mail:** [John.J.Beane@wv.gov](mailto:John.J.Beane@wv.gov)

**Period of Performance:** June 2015- Present

**Scope of Project:**

Under this contract, WVCPRB tasked SeNet to perform security testing on its COMPASS LOB system to measure the level of effectiveness of their security controls, identify critical vulnerabilities, and assess the risk they imposed in order to devise mitigating measures. SeNet conducted vulnerability assessments on Windows based servers, as well as any additional desktops and network infrastructure that is in the inventory of the system. This assessment comprised system and infrastructure assessment as well as web application that allowed a full vulnerability assessment to be performed on the COMPASS system. SeNet initially performed network level port scans on provided IP addresses to discover any unnecessary or unauthorized ports on these servers. SeNet also executed PowerShell based Active Directory (AD) scripts to analyze the health and security posture of COMPASS's AD environment. These scripts provided information on AD user accounts, AD forest and domain information, AD site information, and replication status between different sites.

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**South Carolina Housing Finance Agency  
300C Outlet Pointe Blvd.  
Columbia, SC 29210**

**Contact Information:**

**Project POC:** Del Collins

**Phone:** (803) 896-9001

**E-mail:** [del.collins@schousing.com](mailto:del.collins@schousing.com)

**Period of Performance:** Apr 2016- July 2016

**Contract Budget:** \$145,000

**Scope of Project:**

SeNet conducted a detailed cyber security vulnerability assessment and audit of the network infrastructure to test the perimeter of the network externally.

In addition, the test included critical systems that could affect the security of the network including security systems (e.g. firewalls, authentication servers, e-commerce redirection servers) and all assets utilized by privileged users to support and manage the network.

SeNet accomplished the following:

- Performed an external port scan, and penetration test of the network perimeter to include all public facing systems (web, email, FTP).
- Scanned network systems for potential vulnerabilities.
- Identified, analyzed, and confirmed vulnerabilities.
- Reviewed and provided recommendations relative to IT security policies and procedures
- Tested configurations of all network infrastructure, including PCs, servers, routers, firewalls, and switches
- Tested System configuration, including Domain Name System, Active Directory, Virtual Private Network, firewall and network security policies
- Reviewed current security programs, devices and measures in place, such as anti-virus, antimalware, and intrusion detection and prevention



- Tested and reviewed configurations for Internet, Intranet and voice over internet protocol network communication components (e.g., VHF radio, IP phone system)
- Tested and audited wireless network components
- Tested Public-facing systems, such as web pages, web applications, and email servers

Security policies were also examined and evaluated against industry best practices and standards. SeNet reviewed documentation and information (i.e. current documentation, network diagrams, SDLC process, policies) and provided recommendations for improvements where needed.

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### **National Railroad Passenger Corporation (AMTRAK) Network Vulnerability Assessment and Active Directory Security Support**

**Contact Information:**

**Project POC:** Ron Baklarz, CISO

**Phone:** (202) 906-4935

**Fax:** (202) 906-4427

**E-mail:** [BaklarR@amtrak.com](mailto:BaklarR@amtrak.com)

**Period of Performance:** 3/2006 - Present

**Scope of Project:**

SeNet conducted a comprehensive network wide technical vulnerability assessment that encompasses the following elements:

- External penetration testing
- Internal network vulnerability scans
- PCI vulnerability assessments and penetration testing
- Mobile application security review
- Host-based scans (representative samples)
- Review of firewall, IDS, and router security configuration
- Web-application testing of Amtrak's major ticketing system and credit card processing application
- Wireless Scanning
- "War dialing" to identify un-authorized/insecure modem connections among Amtrak's 5000 phone lines
- "Social engineering" of selected technical service functions
- Physical security and operations security review of a large call center and the main Data Center

Prior to embarking on this extensive effort, SeNet prepared a Test Plan and detailed schedule. The Test Plan was submitted for Amtrak's review and was approved prior to beginning this effort. All activities are tightly coordinated with the Director of Information Security and the respective systems maintainers.

## **2.3 Letters of Reference**



## MARITIME EXCHANGE

for the Delaware River and Bay

*Leading the Way to Port Progress*

John T. Reynolds, Chairman  
Jwa Schulz, Vice Chairman  
Robert A. Herb, Treasurer  
Donnis Rochford, President  
Lisa B. Hinkle, Vice President  
A. Rupert Degen, Esq., Secretary/Solicitor

December 29, 2016

The City of Palm Beach Gardens  
10500 North Military Trail  
Palm Beach Gardens, FL 33410

To whom it may concern,

In 2016, the Maritime Exchange for the Delaware River and Bay contracted with SeNet International Corporation to perform a cybersecurity vulnerability assessment of the Maritime Exchange's network and systems. SeNet conducted vulnerability scanning and a review of both the internal and external network including servers, PCs, routers, switches, firewalls, wireless access, and web applications. SeNet also reviewed IT, security, and business continuity policies and procedures. The assessment was conducted on-site and remotely.

SeNet provided a comprehensive vulnerability and risk assessment report detailing identified vulnerabilities and recommended actions. SeNet provided an in-person final report and executive briefing for senior management.

Sincerely,

Michael Fink  
IT Director

240 Cherry Street, Philadelphia, PA 19106-1908  
tel: 215-925-2815 • fax: 215-925-3422 • [exchange@maritimedelriv.com](mailto:exchange@maritimedelriv.com) • [www.maritimedelriv.com](http://www.maritimedelriv.com)



December 29, 2016

To Whom It May Concern:

The Town of Normal, ID, issued a Request for Proposals for a Network Security Audit earlier this year. A description of the services requested is enclosed. The Town selected Elert and Associates and SeNet International to perform the assessment based upon their unique and extensive qualifications, their proposed methodology, project management approach and remediation plan format.

The SeNet personnel assigned to our project were professional and performed the work responsively and with integrity. I highly recommend them and would certainly engage them in the future for similar work.

If I may be of further assistance, please do not hesitate to contact me or our Network Administrator, John Cherry.

Sincerely,

A handwritten signature in blue ink, appearing to read "Teri Legner".

Teri Legner

IT Director

[tlegner@normal.org](mailto:tlegner@normal.org)

309-454-9608

*"Committed to Service Excellence"*

111 Powerline • Post Office Box 549 • Normal, ID 83450-0549  
Telephone: (309) 454-2424 • Fax: (309) 454-9609 • TDD: (309) 454-9609  
[www.normal.org](http://www.normal.org)



DEPARTMENT OF HEALTH & HUMAN SERVICES  
HEALTH RESOURCES AND SERVICES ADMINISTRATION

**DATE:** 9/8/2015  
**TO:** Whom it May Concern  
**FROM:** Richard Woodruff, COTR ([Richard.woodruff@hotmail.com](mailto:Richard.woodruff@hotmail.com))  
**SUBJECT:** Letter of Recommendation for SeNet International Corporation

SeNet International supported the Health Resources and Services Administration (HRSA) from November 2007 through June 2014. SeNet provided Support to the Chief Information Security Officer. SeNet was awarded a task order by HRSA to provide a wide range of technical assistance in conjunction with the agency's IT Security Program. This task was awarded competitively under a broad scope IT Security BPA issued earlier in 2007. The task covered the following areas among others:

- System Security Plan implementation and maintenance;
- IT infrastructure evaluation and recommendation;
- Cyber protection and surveillance;
- Incident response support;
- Information systems security policy development and implementation;
- Support in Agency, Departmental and OIG initiatives;
- Security awareness and training;
- Risk assessment and compliance management.

#### Accomplishments

Under the guidance of the agency's CISO, SeNet's team of on-site analysts and engineers, assisted by Subject Matter Experts based at SeNet's headquarters, assisted HRSA in a diverse range of IT security issues, including:

- Revamping the agency IT security policies and procedures;
- Conducting an agency-wide network inventory to establish an updated security baseline of knowledge about networks, systems, and applications;
- Conducting a full infrastructure technical vulnerability assessment and penetration testing;
- Evaluating the HRSA's security program against the Departmental "Secure One" initiative;
- Assessing and recommending a new remote access system;
- C&A of MAs and GSSs.

In a relatively short time, SeNet managed to establish the confidence and trust of end users, system owners, and HRSA's Senior Management. I would gladly recommend SeNet International Corporation for any task.

A handwritten signature of Richard Woodruff in black ink.

Richard Woodruff  
COTR

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

3/2/2017  
Date

Toly Kozushin  
Printed Name

SeNet International Corporation  
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.

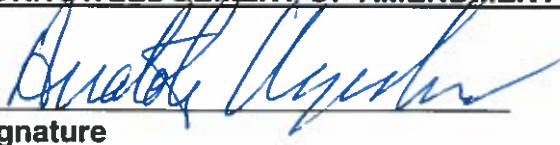
Sincerely,

/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

3/1/2017  
Date

Toly Kozushin  
Printed Name

SeNet International Corporation  
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>	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).
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>	The ITB Closing Date is now February 23, 2017, 5:00 PM Mountain time.
8	Section 5.1.2.11	15	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)?	Each staff member proposed for a Service Category must have the requisite number of years for all areas listed.
9	5.1.4	18	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>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		Can firms bid as prime with subcontractors or as joint venture?	<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			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	The due date and time for submission of written questions has passed; however, either way is acceptable.

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?	<p>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".</p> <p>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.</p>
16	5.1.4	18-19	Please clarify if the same references can be used for multiple Service Categories?	<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>
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
			engagements are available. However references per specific security engagements are always considered confidential. Can the State request references in a different manner?	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.
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.	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).  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:  "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.  2. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.  3. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.  4. Rate the accuracy and timeliness of the vendor's billing and/or invoices.  5. Rate the vendor's ability to quickly and thoroughly resolve any problems related to the services provided.  6. Rate the likelihood of your company/organization recommending this vendor to others in the future."
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?	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.  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

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

3/1/2017  
Date

Toly Kozushin  
Printed Name

SeNet International Corporation  
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.

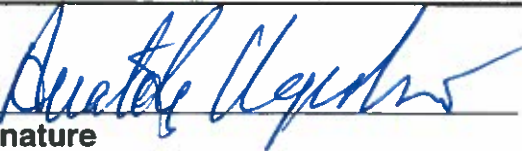
Sincerely,

/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

3/1/2017  
Date

Toly Kozushin  
Printed Name

SeNet International Corporation  
Company Name

#### Attachment 4 Service Categories and Bid Schedule

### Please enter name of Bidder & requested company information.

BIDDER COMPANY NAME:	SeNet International Corporation
FEIN NUMBER:	54-1902349
SUBMITTED BY:	Toly Kozushin
TITLE:	President
PHONE NUMBER:	(703) 206-9383
FAX:	(703) 206-9666
EMAIL ADDRESS:	Toly.kozushin@senet-int.com
MAILING ADDRESS:	3040 Williams Drive, Suite 510
	Fairfax, VA 22031

### **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.***

**The maximum hourly rates for all service categories are all-inclusive.**

The only exception is the cost of travel when it exceeds 30 miles one-way and pre-authorized by the State Project Manager. In this case, the cost of travel will be invoiced as a separate line item and accompanied by the required receipts. The expenses will be limited to the amounts allowed in the State travel regulations.

### **SERVICE CATEGORY 1: INFORMATION 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.

<b>ISAS</b>	<b>Fully Burdened Maximum Hourly Service Rate:</b>	<b>\$102.25</b>
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"> <li>• Application of FIPS and NIST standards to complex information security programs.</li> <li>• Experience with SCAP certified scanning automated tools.</li> <li>• Esperance with the NIST National Checklist Program</li> <li>• <a href="#">CISSP, CIAC, CISA or equivalent information security industry certifications.</a></li> <li>• <a href="#">Security audits</a></li> </ul>
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## **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](https://purchasing.idaho.gov/statewide_contracts.html).

**ISIM**

**Fully Burdened Maximum Hourly Service Rate:**

**\$113.28**

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"> <li>• In-depth knowledge in information systems and ability to identify, apply, and implement best practices.</li> <li>• Knowledge of NIST, SOX, GLB, HIPPA, PCI-DSS compliance requirements.</li> <li>• In-depth knowledge of security-related technologies, such as firewalls, IPS/IDS, TCP/IP, DNS, or Web Single Sign-On (SSO).</li> <li>• Ability to solve complex problems by applying best practices.</li> <li>• Ability to interpret and convey complex, difficult, or sensitive information.</li> </ul>



## **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.

<b>SISE</b>	<b>Fully Burdened Maximum Hourly Service Rate:</b>	<b>\$128.00</b>
-------------	----------------------------------------------------	-----------------

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"><li>• Experience information security frameworks and industry regulations (NIST, ISO, GLBC, PCI, SOX).</li><li>• Additional experience supporting security event response related to network traffic analysis, forensics, kill chain, windows event analysis.</li><li>• Must demonstrate knowledge in the following security practice areas: network security, infrastructure security, and file integrity management.</li><li>• Knowledge of basic laws, legal codes, government regulations, executive orders, agency rules related to security.</li><li>• Develop and implement an ongoing risk assessment program targeting information security and privacy matters.</li><li>• Strong knowledge in technology and information security knowledge areas. CISSP, GSLC or information security industry equivalent certification required.</li></ul>

## **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.

<b>PT</b>	<b>Fully Burdened Maximum Hourly Service Rate:</b>	<b>\$158.35</b>
-----------	----------------------------------------------------	-----------------

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"><li>• Must have a software development background (Java, C++, C#, etc.), scripting (Power Shell, Perl).</li><li>• Expertise with Windows and Linux/Unix environments, IIS, and SQL. CISSP, CISM, GIAC certification required.</li><li>• Demonstrated knowledge of systems, networks and applications, Microsoft networking concepts, back office products.</li><li>• Knowledge of social engineering vulnerabilities and attack vectors (Phishing, Vishing, SMShing, etc.)</li><li>• Strong knowledge in technology and information security knowledge areas. CISSP, CEH or CHFI certification required.</li></ul>

## **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.

<b>ISTA</b>	<b>Fully Burdened Maximum Hourly Service Rate:</b>	<b>\$99.75</b>
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"><li>• Experience developing and conducting training in education programs related to information security.</li><li>• Strong knowledge in technology and information security knowledge areas. PMP, CISSP, CISM, or GAIC certification required.</li></ul>	

# ITB17000478 - Statewide IT Security Related Services (Formal)

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**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"> <li>View Change Details</li> <li>Download Change Report</li> </ul>
Addendum 02	Yes	Feb 3, 2017 10:51 AM MST	 <ul style="list-style-type: none"> <li>View Change Details</li> <li>Download Change Report</li> </ul>
Addendum 03	Yes	Feb 7, 2017 7:42 AM MST	 <ul style="list-style-type: none"> <li>View Change Details</li> <li>Download Change Report</li> </ul>
Addendum 04 ( <i>Active Version</i> )	Yes	Feb 14, 2017 1:56 PM MST	 <ul style="list-style-type: none"> <li>View Change Details</li> <li>Download Change Report</li> </ul>

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[-- Select a Previous Version -- \]

Show Version Comparison






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

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

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

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"> <li>Review</li> <li>Review Document</li> </ul>
			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend Two.docx	Addendum 02 <ul style="list-style-type: none"> <li>Review</li> <li>Review Document</li> </ul>
			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend Three.docx	Addendum 03 <ul style="list-style-type: none"> <li>Review</li> </ul>



Addendum Documents				
Select	Accepted	Document	Added in Version No.	Actions
				<a href="#">Review Document</a> 
<input type="checkbox"/>		ITB - Statewide IT Sec Rel Services REV 1.doc	Addendum 03	<a href="#">Review Document</a> 
<input type="checkbox"/>		ITB17000478 Amend Four.docx	Addendum 04	<a href="#">Review Document</a> 

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	 <a href="#">See Item Details</a>

 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](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](mailto: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:

<b>Service Type</b>	<b>Limitation, subject to the exceptions to the limitation set forth above.</b>
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](mailto:jason.urquhart@adm.idaho.gov)  
**Description** Statewide IT Security Related Services  
**Delivery Terms** Free On Board Destination  
**Payment Terms** Net 30 Days

Version No. Viewed 		Solicitation History		Addendum Actions
		Issued Date/Time		
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"><li>View Change Details</li><li>Download Change Report</li></ul>
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Original Solicitation Documents				Actions	
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment5_MandatorySignaturePage.doc			<a href="#">Review</a> <a href="#">Review Document</a>
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Addendum Documents				Actions	
Select	Accepted	Document	Added in Version No.		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend One.docx	Addendum 01		<a href="#">Review</a> <a href="#">Review Document</a>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend Two.docx	Addendum 02		<a href="#">Review</a> <a href="#">Review Document</a>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB17000478 Amend Three.docx	Addendum 03		<a href="#">Review</a> <a href="#">Review Document</a>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB - Statewide IT Sec Rel Services REV 1.doc	Addendum 03		<a href="#">Review</a> <a href="#">Review Document</a>

Accept

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#### Solicitation Categories

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

#### ▼ Terms and Conditions for ITBs/RFPs

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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>	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).
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>	The ITB Closing Date is now February 23, 2017, 5:00 PM Mountain time.
8	Section 5.1.2.11	15	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)?	Each staff member proposed for a Service Category must have the requisite number of years for all areas listed.
9	5.1.4	18	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>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		Can firms bid as prime with subcontractors or as joint venture?	<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			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	The due date and time for submission of written questions has passed; however, either way is acceptable.

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 <b>for the services deemed deficient.</b> " (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 <a href="mailto:jason.urquhart@adm.idaho.gov">jason.urquhart@adm.idaho.gov</a>
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.
<b>TAKE NOTE OF THE 1.25% ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE'S STANDARD TERMS AND CONDITIONS.</b>	

#### 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
Vulnerability Scanning <u>(may include cloud vulnerability scanning)</u>	<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>
Network Penetration Test <u>(may include cloud networks)</u>	<p><b>External Vulnerability Assessments:</b> Evaluate the network perimeter and firewall from the perspective of an outside attacker for vulnerabilities and recommend compensating security controls.</p> <p><b>Social Engineering:</b> Tests a pre-determined number of users with email/SMS/telephone based attacks designed to obtain insider information.</p> <p><b>Client-side:</b> 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><b>Internal Network:</b> 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>
Information Security Awareness and Training	<p>Supports monthly managed simulated phishing campaigns.</p> <p>Provides on-demand social engineering assessments simulating; Phishing, SMShing, 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>
Incident Response	<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".~~

## SECTION 6

### BID REVIEW, EVALUATION, AND AWARD

**6.1** The objective of the State in soliciting and evaluating Bids is to ensure the selection of Contractors who will produce the best possible results for the taxpayer funds expended.

**6.2** All Bids will first be reviewed to ensure that they meet the mandatory submission requirements.

**6.3** The evaluated parts of the Bid will then be evaluated by Technical evaluators who are members of a Technical Evaluation Committee. Multiple evaluation teams may be used for evaluating Bids. The State reserves the right not only to determine the need for multiple evaluation teams, but also for the composition of the teams and the manner in which the teams are deployed.

~~Please note that References (see section 5.1.4) will not be scored by Technical evaluators.~~

The parts of the Bid that are evaluated by Technical evaluators will be scored based upon the following, or some variation thereof ~~(this does not represent the scoring for References; see the Reference Questionnaires, and note that references will provide scores on the Reference Questionnaires):~~

<u>Score</u>	<u>Represents</u>
--------------	-------------------

0	Fails to meet the requirement.
2	Below average in meeting the requirement.
5	Average in meeting the requirement.
10	Above average in meeting the requirement.

~~**6.4 (RESERVED)**As stated in section 6.3, References will not be scored by Technical evaluators. Rather, references will provide scores via the Reference Questionnaires and the ITB Lead will enter the scores for qualifying references into a spreadsheet that will calculate averaged scores. Bidders will receive a single averaged evaluation score for References per Service Category bid.~~

**6.5** Evaluation scores for Resumes and Bid Price will be normalized as follows:

**6.5.1** Resumes will be evaluated per the Service Category bid, and receive a single evaluation score per Service Category bid. Scores will then be normalized within the Service Category.

**6.5.1.1** The normalization formula for Resumes is as follows.

Bidder score to normalize                      \* maximum evaluation criteria points

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 Order, 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 Contractor (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 Contractor (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 it 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.*

<b>PRE-BID TELEPHONE CONFERENCE</b>	<b>Date:</b> Wednesday, January 4, 2017, 9 a.m.
<b>State of Idaho</b>	<b>ITB #:</b> ITB17000478 <b>Title:</b> 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](mailto: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](mailto: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**

<b>Category</b>	<b>Score</b>
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:~~

---

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~~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: INFORMATION 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.

<b>ISAS</b>	<b>Fully Burdened Maximum Hourly Service Rate:</b>	<b>\$</b>
-------------	----------------------------------------------------	-----------

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

## **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](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"><li>• In-depth knowledge in information systems and ability to identify, apply, and implement best practices.</li><li>• Knowledge of NIST, SOX, GLB, HIPPA, PCI-DSS compliance requirements.</li><li>• In-depth knowledge of security-related technologies, such as firewalls, IPS/IDS, TCP/IP, DNS, or Web Single Sign-On (SSO).</li><li>• Ability to solve complex problems by applying best practices.</li><li>• Ability to interpret and convey complex, difficult, or sensitive information.</li></ul>

## **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"><li>• Experience information security frameworks and industry regulations (NIST, ISO, GLBC, PCI, SOX).</li><li>• Additional experience supporting security event response related to network traffic analysis, forensics, kill chain, windows event analysis.</li><li>• Must demonstrate knowledge in the following security practice areas: network security, infrastructure security, and file integrity management.</li><li>• Knowledge of basic laws, legal codes, government regulations, executive orders, agency rules related to security.</li><li>• Develop and implement an ongoing risk assessment program targeting information security and privacy matters.</li><li>• Strong knowledge in technology and information security knowledge areas. CISSP, GSLC or information security industry equivalent certification required.</li></ul>

## **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"><li>• Must have a software development background (Java, C++, C#, etc.), scripting (Power Shell, Perl).</li><li>• Expertise with Windows and Linux/Unix environments, IIS, and SQL. CISSP, CISM, GIAC certification required.</li><li>• Demonstrated knowledge of systems, networks and applications, Microsoft networking concepts, back office products.</li><li>• Knowledge of social engineering vulnerabilities and attack vectors (Phishing, Vishing, SMShing, etc.)</li><li>• Strong knowledge in technology and information security knowledge areas. CISSP, CEH or CHFI certification required.</li></ul>

## **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"><li>• Experience developing and conducting training in education programs related to information security.</li><li>• Strong knowledge in technology and information security knowledge areas. PMP, CISSP, CISM, or GAIC certification required.</li></ul>



## **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](mailto: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 <sup>st</sup>
2nd Quarter Oct 1 - Dec 31	January 31 <sup>st</sup>
3rd Quarter Jan 1 - Mar 31	April 30 <sup>th</sup>
4th Quarter Apr 1 - Jun 30	July 31 <sup>st</sup>

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.



## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

**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.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

### 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](mailto: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](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,

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.



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

# State of Idaho

Department of Administration  
Division of Purchasing

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>

March 8, 2017

Toly Kozushin  
SeNet International Corporation  
3040 Williams Dr., Suite 510  
Fairfax, VA 22031

VIA FACSIMILE TRANSMISSION  
FAX NUMBER: 703-206-9666  
ORIGINAL MAILED

Re: ITB17000478, Statewide Information Technology (IT) Security Related Services  
for the State of Idaho, ITB Closed March 2, 2017

Dear Toly:

The state of Idaho (the "State") has received and has begun reviewing Bids in response to this Invitation to Bid ("ITB"), and has found issues with the Bid received from SeNet International Corporation ("SeNet") as noted below:

**Issue #1 – ITB section 5.1.2.10 states the following:**

"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."

We did not find this information within SeNet's Bid. Please provide this information, or identify where this information is within SeNet's Bid.

SeNet must submit the information required in Issue # 1 above no later than 5 PM Mountain time, Monday, March 13, 2017, or the State may find SeNet's Bid non-responsive. The response must be submitted under a cover letter on SeNet letterhead that is signed by Toly Kozushin. SeNet may fax its response to this letter to our fax number shown above or email it to [jason.urquhart@adm.idaho.gov](mailto:jason.urquhart@adm.idaho.gov), but must then follow up with the original in the mail to:

March 8, 2017  
Page 2

Idaho Division of Purchasing  
P.O. Box 83720  
Boise, ID 83720-0075  
Attn: Jason Urquhart

For any questions, you may contact me at (208) 332-1608.

Sincerely,



Jason Urquhart, CPPO, CPPB  
Purchasing Officer



**SeNet International Corporation**  
*Technology Solutions You Can Trust*

3040 Williams Drive, Suite 510, Fairfax, VA 22031  
(T): (703) 206-2383 (F): (703) 206-9666

March 9, 2017  
Via Fax at (208) 327-7320 and mail

Jason Urquhart, ITB Lead  
State of Idaho  
Idaho Division of Purchasing  
P.O. Box 83720  
Boise, ID 83720-0075

RE: Invitation to Bid No. ITB17000478, your letter dated March 8, 2017

Dear Mr. Urquhart,

I apologize for the oversight in our proposal in which your letter addressed, and appreciate the opportunity to correct that error.

SeNet International has a substantial pool of security engineers and analysts based at our headquarters. These professionals can be made available to the State of Idaho on short notice. Many of them are cross-trained in several of the Service Categories, which further increases the availability of these experts for tasks.

The table below shows SeNet's available staff mapped to the five Service Categories.


Service Category	Number of Staff	Names
Information Security Analyst, Senior	7	Roey Katz, Phillip Young, Wahid Mohiuddin, Owais Haleem, Jabran Malik, Odell Mullen, and Raymond Parks
Information Security Incident Manager	5	Steve Davis, Rizwan Ahmed, Gus Fritschie, Doug Burgess, and Odell Mullen
Senior Information Security Engineer	4	Rehan Bashir, Gus Fritschie, Wahid Mohiuddin, and Michael Teal



Penetration Tester	5	Gus Fritschie, Wahid Mohiuddin, Rehan Bashir, Rizwan Ahmed, and Michael Teal
Information Security Training Analyst	3	Steve Davis, Roey Katz, and Gus Fritschie

We will be happy to provide any additional information you may require.

Sincerely,

A handwritten signature in dark ink, appearing to read "Anatoly Kozushin". The signature is fluid and cursive, with a large initial 'A' and a long, sweeping underline.

Toly Kozushin

President

SeNet International Corporation