



Idaho Division of Purchasing Statewide Blanket Purchase Order

Contract Summary

Contract Number: SBPO20200090
Contract Title Statewide Value-Add Resellers for Microsoft Azure and Amazon AWS Cloud Services.
Contractor: DLZP Group
Effective Date: 11/01/2019
Contract Term: 10/31/2022
Contract Value: \$5,000,000.00
Procurement Officer: Jory Lindstrom
Phone: 208.332.1609

Instructions

NOTICE OF STATEWIDE BLANKET PURCHASE ORDER (SBPO) AWARD.

This Statewide Blanket Purchase Order SBPO20200090 is not effective until the “Effective Date” listed above.

This Statewide Blanket Purchase Order Contract is for Amazon AWS value-add reseller services and is awarded on behalf of State of Idaho agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, and pursuant to Request for Proposal RFP19000698. This Contract shall be for the period noted above, and may be amended, renewed, or extended by the parties upon mutual written agreement and in accordance with the RFP.

This Contract is to be drawn upon as needed by State and Public Agencies for the term noted above. Purchase Orders against this SBPO will be provided by the ordering State or Public Agency. Contractor must bill directly to the ordering agency. **DO NOT INVOICE THE STATE DIVISION OF PURCHASING UNLESS THE DIVISION IS THE ORDERING AGENCY.** Notating the SBPO number on any invoice or statement will facilitate the efficient processing of payment.

Quantities: The Division of Purchasing can only give an approximation of Total Contract Value. No minimum or maximum usage can be guaranteed.

This SBPO Contract, including any file attachments (hard copy or electronic), constitutes the State's acceptance of your responsive signed proposal (hard copy or electronic) which submission is incorporated herein by reference as though set forth in full.

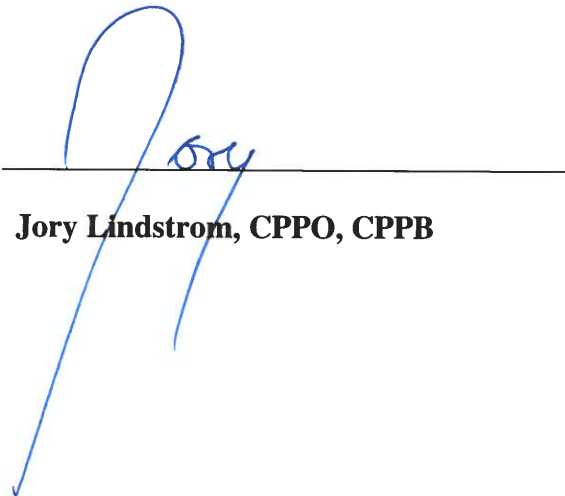
In the event of any inconsistency, precedence shall be given in the following order:

1. This CPO;
2. The State of Idaho's sourcing event, RFP19000698;
3. The Contractor's signed Bid or Proposal.

Contract Type:	Open State Contract
Public Agency Clause:	Yes
Contractor Contact:	Lisa Brunet
Phone:	281-912-3597
Fax:	281.605.1380
Email:	lisa@dlzpgroup.com

Special Instructions: None

Internal Comments: None



Jory Lindstrom, CPPO, CPPB



**STATE DIVISION OF PURCHASING
ON BEHALF OF
STATE AGENCIES**

REQUEST FOR PROPOSAL (RFP)

RFP19000698-01

Amendment 01

**Statewide Value-Add Resellers for Microsoft
Azure and Amazon AWS Cloud Services**

SECTION 1 - RFP ADMINISTRATIVE INFORMATION

1.1 PREBID SCHEDULE AND INFORMATION.

RFP Title:	Statewide Value-Add Resellers for Microsoft Azure and Amazon AWS Cloud Services.
RFP Project Description:	To contract with multiple Value-Add Resellers (VARs) for Microsoft Azure and Amazon Web Services (AWS) Cloud services for Statewide services. Resulting contracts will be available for use by Idaho Public Agencies. Contract use will be dependent upon the State successfully negotiating terms of use with Microsoft and Amazon.
RFP Lead:	Gregory “Jory” Lindström, CPPB, CPPO Information Technology Purchasing Officer State Division of Purchasing Gregory.lindstrom@adm.idaho.gov
Pre-proposal Teleconference: Teleconference Information:	Wednesday, May 15, 2019 – 10:00 a.m. Mountain Webex access code: 805-169-027 Password: E73ShiTK Toll Free: 844-740-1264 Toll: 240-454-0879
Deadline to Receive Questions:	Wednesday, May 22, 2019
RFP Closing Date:	See IPRO Header Document.
RFP Opening Date:	10:00 a.m. Mountain the following work day after closing.
Validity of Proposals:	120 Days
Initial Term of Contract and Renewals:	The initial term of the contract(s) will be for three (3) years of VAR services conditioned upon successful negotiations of terms and conditions with Microsoft and Amazon. After the initial term and upon agreement of the parties, the VAR contract(s) may be renewed. The State shall determine by VAR Contract, the renewal term that most benefits the State. Nothing shall prevent the VAR and the State from negotiating the renewal Contract term. Should the State fail to negotiate acceptable terms and

	conditions, and acceptable terms of service with either Cloud Service Providers (CSP), the State will terminate for convenience, those VAR Contracts affected by the failed negotiation.
Administrative Fee	<i>§ 5. ADMINISTRATIVE FEE of the State of Idaho Standard Contract Terms and Conditions shall apply to all purchases made against resulting contracts.</i>



SECTION 2 - OVERVIEW

2.1 PURPOSE

The Division of Purchasing (DoP) issues this Brand Name Only Request for Proposal (RFP) on behalf of the Office of the Governor, Office of Information Technology Services (ITS). The purpose is to obtain proposals from VARs of Microsoft and Amazon as Cloud Service Providers (CSPs) with whom the CSP has contracted with for the reselling of their Cloud services. VARs who can resell both AWS and Azure Cloud services and all Cloud services within each, will be given preference for awards.

Resellers who cannot resell all mandatory Azure Cloud services, or all mandatory AWS Cloud services, will not be considered.

2.2 BACKGROUND INFORMATION

DoP led a Strategic Cloud Services Commodity Team comprised members of the ITS and of State agency information technology and procurement personnel from across State agencies and higher education. The team’s mission was to determine if a Statewide need existed for Cloud services compatible with government business functions, and if so, what Cloud services were needed. The team determined there exists an immediate State agency need for Cloud software, infrastructure, and platform services.

The team considered Total Cost of Service (TCS) models considering scope of Cloud services required, expected quantities of Cloud services required, and contract management challenges associated with Cloud services. The team decided that CSPs offering the greatest breadth of Cloud services for Software as a Service, Infrastructure as a Service, and Platform as a Service would meet the majority of the State’s immediate Cloud service needs. The team also determine that pooling Statewide Cloud service needs would result in better State pricing and lower TCSs. To that end, the team determined that a Name Brand purchase of Azure and AWS would meet the majority of the State’s general Cloud service needs.

This purchase has been approved by the Administrator of the Division of Purchasing and by the ITS.

This procurement will be a “Brand Name Only” procurement for Azure and AWS Cloud services. The State will only receive proposals from approved Value-Add Resellers of Azure and AWS.

No amount of State business can be guaranteed by this RFP. It is the intent of this RFP to award multiple VAR contracts for acquiring the AWS and Azure Cloud services in accordance with Idaho Code (IC) § 67-9211. Awarded contracts will be open State contracts in accordance with IC § 67-9216, and available to Idaho Public Agencies for use in accordance with IC § 67-2327.

It is not the intent of this RFP to prevent the State from procuring other needed Cloud services, including those that may directly compete with services within the Azure and AWS service catalogs. The State reserves the right to procure those competing Cloud services, or to enter into Participating Addendums with NASPO ValuePoint contracts or utilize GSA Cloud contracts if it is determined to be in the State’s best interest.

All Cloud services offered by Azure and AWS will be candidates for use by Idaho State agencies, including those added during the terms of the VAR contracts. ***However, procurement of any Cloud service from any resulting VAR Contract by a State agency under the oversight of the ITS must be approved by the ITS prior to ordering. In addition, DoP must approve substantive contract provisions for any Cloud services used by Idaho State agencies prior to the first use by an Idaho State agency and upon substantive revisions thereafter. Public Agencies are exempted from this requirement.***

As new Cloud services are created and added to the AWS and Azure Cloud service product catalogs, those services will become available to State agencies after the VAR submits a copy of the substantive contract provisions to DoP and such Provisions are approved by DoP. Purchase of new services shall also require the approval of the ITS prior to the effectiveness of an agency order. New product additions will not require the need to issue Contract amendments.

2.3 PRE-PROPOSAL TELECONFERENCE

A non-mandatory pre-proposal teleconference will be held on the date and time listed in Section 1.1, or as amended. This will be a potential VAR’s only opportunity to speak with DoP, the ITS, and representatives from State agencies. VARs of Azure and AWS are invited to participate by teleconference, as well as representatives from Amazon and Microsoft.

Interested Proposers and representatives from Amazon and Microsoft choosing to participate are asked to pre-register with the RFP Lead identified in Section 1.1. Attached as part of this RFP is Attachment 1 –Proposer Teleconference Registration Form. Please complete and email the form to the RFP Lead no later than the State work day prior to the conference. It is requested that the email subject line state the RFP number and the RFP title.

Teleconference attendees are asked to limit their participation to two (2) phone attendees.

Any answers given by the State during the Pre-proposal Teleconference are unofficial and will not be binding on the State. Participants are encouraged to submit during the Question Submission period (reference § 2.4) any question asked during the teleconference for which they want a written State response. Participation in the Pre-proposal Teleconference is at the participant's own expense.

2.4 SUBMITTING QUESTIONS

2.4.1 This RFP is issued via the State's eProcurement system **I**PRO.

<https://purchasing.idaho.gov/information-for-vendors>

The RFP Lead listed in Section 1 is *the only* contact for the State for this RFP. All correspondence regarding this RFP *must be* in writing. Should it be necessary to amend this RFP, all amendments will be posted to the IPRO system. It is the responsibility of interested parties of this RFP, to monitor IPRO for RFP amendments.

Any oral interpretations or oral clarifications of this RFP *must not be* relied upon. All changes to this RFP will be in writing and must be posted to IPRO to be valid. *Alternate offers are not allowed.*

2.4.2 All questions and other correspondence must be submitted to the RFP Lead in accordance with the requirements of this RFP and received by the date listed in 1.1, or as amended.

2.4.3 Potential Proposers are asked to use Attachment 2 "Proposer Questions Template" for submitting questions. *Questions should be entered into Attachment 2 and submitted as a Microsoft Word file.* The purpose is to ensure all submitted questions are properly reviewed and answered via a single template. *Please use the template without modification.* Proposers are asked to submit only one question file per Proposer containing all the questions the Proposer wishes to have answered.

Email the completed Word File(s) back to the RFP Lead. Questions received after the deadline will not be considered.

The email subject line is to state the RFP number (“RFP19000698”) followed by the word “Questions.”

2.4.4 Questions regarding the *State of Idaho Standard Contract Terms and Conditions*, *State Solicitation Instructions to Vendors*, or any term or condition found in this RFP must be submitted prior the deadline for submitting questions. Potential bidding VARs are encouraged to submit questions regarding terms and conditions for which it is felt do not apply to being a Value-Add Reseller.

Prior to submitting questions, potential bidding VARs should review Attachment 3, Idaho Terms and Conditions Background and Limitations. Please note that the State will not consider any requests to consider terms and conditions that:

1. Waive the sovereign immunity of the state of Idaho;
2. Subject the state of Idaho or its agencies to the jurisdiction of the courts of other states;
3. Limit the time in which the state of Idaho or its agencies may bring a legal claim to a period shorter than that provided in Idaho law;
4. Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in § 67-2302, Idaho Code;
5. Require the state of Idaho or its agencies to accept arbitration or to waive right to a jury trial;
6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation pursuant to § 67-9215, Idaho Code, and § 59-1016, Idaho Code;
7. Hold individual users (employees or officers of the state of Idaho) personally liable;
8. Include a blanket application of the laws of another state to the contract; or
9. Authorize the acceptance of a revision, change, or modification to the contract through “shrink wrap,” “click-through,” “continued use,” or other similar method not providing for the signature of the DoP administrator as required by Idaho Code § 67-9212.

2.4.5 The State will not sign Proposer-generated documents, Contractor-generated documents or Third-party generated documents.

DO NOT SUBMIT ENTIRE DOCUMENTS OR PARTS OF DOCUMENTS CONTAINING TERMS AND CONDITIONS WITH YOUR PROPOSAL. ONLY INCLUDE THE TERMS AND CONDITIONS, ON ATTACHMENT 4 –MODIFICATION AND EXCEPTION FORM, THAT YOU WOULD LIKE THE STATE TO CONSIDER.

2.4.6 **Proposer Proposed Modifications and Exceptions to Requirements, Terms, or Conditions.**

2.4.6.1 Proposers are strongly encouraged to submit any proposed modifications to the

requirements, terms or conditions of the RFP on **Attachment 2 –Questions Template** prior to the deadline for submitting questions. **Please note that all requests for material changes to this RFP, including terms and conditions, must be submitted as a question. Material changes will not be made through the modification and exception process.** Questions regarding these requirements must contain the following.

2.4.6.1.1 The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);

2.4.6.1.2 Recommended verbiage for the State’s consideration that is consistent in content, context, and form with the State’s requirement that is being questioned;

2.4.6.1.3 Explanation of how the State’s acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

2.4.7 In the event that a proposal contains modifications or exceptions to any of the RFP requirements, terms, or conditions which are not addressed during the Question and Answer period, they must be identified and submitted on **Attachment 4 – Modification and Exception Form** and must contain the same information outlined in **Section 2.4.6.1** above. The State will not consider any modifications or exceptions that are not identified specifically on **Attachment 4 – Modification and Exception Form**.

2.4.8 **The State has sole discretion** to determine if the modifications or exceptions submitted by a Proposer would result in a material change or otherwise threaten the integrity of the procurement process. Pursuant to IDAPA 38.05.01.084.03.e, the State may only negotiate non-material modifications or exceptions. Modifications or exceptions which the State determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. **Material changes include request related to the following.**

2.4.8.1 State of Idaho Standard Terms and Conditions;

2.4.8.2 Remedies or termination provisions;

2.4.8.3 Insurance requirements;

2.4.8.4 ~~Requests to limit the liability of any party;~~ RFP19000698-01

2.4.8.5 Payment terms.

In the event that the Offeror has conditioned its Proposal on the State’s acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror’s Proposal being found non-responsive, after which it will receive no further consideration.

2.4.9 Non-material modifications or exceptions may be negotiated with the Apparent Successful Proposer at the discretion of the State; however, **the State shall have the right** to reject any and all such modifications and/or exceptions, and to instruct the Proposer to amend

its proposal and remove the modifications and/or exceptions. Failure to do so may result in the State finding the proposal non-responsive.

2.4.10 If, prior to award of a Contract, the State doesn't specifically accept in writing modifications and exceptions proposed by the Proposer, then none of the proposed modifications and exceptions shall be considered to be incorporated into the Contract.

2.4.11 Except as otherwise provided within the RFP, the State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date.



SECTION 3 - INSTRUCTIONS FOR SUBMISSION OF BIDS

3.1 SUBMISSION OF PROPOSALS

3.1.1 *By submitting a proposal, the Proposer affirms that its proposal will be firm and binding for One-hundred and twenty (120) calendar days from the opening of proposals.*

° **PROPOSALS MUST BE SUBMITTED MANUALLY.**

° **THE IPRO SYSTEM IS NOT TO BE USED TO SUBMIT PROPOSALS.**

° **SUBMITTING YOUR PROPOSAL BY FAX OR E-MAIL WILL DEEM YOUR PROPOSAL NON-RESPONSIVE AND NO FURTHER CONSIDERATION GIVEN.**

° **YOUR PROPOSAL MUST BE RECEIVED BY THE DOP PRIOR TO THE RFP CLOSING DATE AND TIME SPECIFIED ON THE IPRO HEADER DOCUMENT.**

3.2 SUBMITTING THE MANUAL PROPOSAL

The cost of developing and submitting the proposal is entirely the responsibility of the Proposer. This includes costs to determine the nature of the engagement, preparation of the proposal, and all costs associated with submitting the proposal. All proposals will become the property of the State and will be a matter of public record subsequent to the signing of the Contract or rejection of all proposals.

A proposal will consist of two distinct parts.

- ° **Business Scope of Work Response (Section 5);**
- ° **Mandatory Cost Proposal (Section 6).**

3.2.1 HARD COPIES

3.2.1.1 The Business Scope of Work Response will consist of one (1) original of the Business Scope of Work Response and five (5) copies of the Business Scope of Work Response. Each copy should be marked “Copy.”

3.2.1.2 The Mandatory Cost Proposal of one (1) original of the Mandatory Cost Proposal and one (1) copy of the Mandatory Cost Proposal. The copy should be marked “Copy.”

3.2.2 ELECTRONIC COPIES

Proposers are to submit an electronic copy of their proposal either on CD or thumb-drive consisting of the following.

3.2.2.1 Electronic copy of the Business Scope of Work Response (unredacted);

3.2.2.2 Electronic copy of the Business Scope of Work Response (redacted. Reference § 3.4;

3.2.2.3 Electronic copy of Mandatory Cost Proposal.

3.2.3 SHIPPING THE PROPOSAL

All proposal materials should be shipped in a single shipping container if possible.

The Mandatory Cost Proposal and copy must be separately sealed from the Business Scope of Work Response and copies of the Business Scope of Work Response. Label the Mandatory Cost Proposal packet as “Mandatory Cost Proposal.”

The Business Scope of Work Response and copies must be separate from the Mandatory Cost Proposal. Label the Business Scope of Work Response packet as “Business Scope of Work Response. If shipped in a separate container, the container is to be identified as “Business Scope of Work Response.”

It is recommended that if possible, all proposal materials should be shipped in a single container.

All required materials are to be addressed to “Gregory Lindström (RFP Lead - umlauts not required) and clearly marked with the RFP number and the RFP title.

Proposals are to be submitted in accordance the ADDRESS INFORMATION LISTED ON THE MANDATORY STATE SIGNATURE PAGE. Proposers are to ignore all addresses that may be listed on IPRO generated documents.

3.2.4 SUBMITTING THE PROPOSAL

Proposals may be either hand-delivered or carrier shipped.

3.2.4.1 Hand Delivered

Hand deliver proposals to the following address.

State of Idaho Division of Purchasing
Borah Building
304 N. 8th Street, Rm 403
Boise, ID 83702
Attn: Gregory Lindström

3.2.4.2 Carrier Ship

Carrier ship proposal to the following address.

State of Idaho Division of Purchasing
Borah Building
304 N. 8th Street, Rm 403
P.O. Box 83720
Boise, ID 83702
Attn: Gregory Lindström

INCLUDE YOUR COMPANY NAME ON THE OUTSIDE OF THE PACKAGE.

The State assumes no responsibility for unmarked or incorrectly labeled packages. The State assumes no responsibility for packages delivered to the wrong address, wrong office, wrong room number, or postage due. The Idaho State Division of Purchasing will reject any and all offers received late, regardless of the reason and regardless of the cause.

3.3 QUALIFIED VALUE-ADD RESELLERS

Any qualified Azure and/or AWS VAR who can sell the complete compliment of Azure and AWS Cloud services (e.g., for Azure, Commercial Tenant AND Government Tenant) may submit a proposal. Per Section 67-5730, Idaho Code, all Proposers are qualified unless disqualified. Those Proposers presently on the General Service Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" will be disqualified.

3.4 TRADE SECRETS

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in the three (3) paragraphs directly below) of all trade secret information which was removed or blacked out in the redacted copy.

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), Proposers 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 proposal; 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.

3.5 PROPOSAL OPENING

Opening of proposals will be held at the Division of Purchasing, Borah Building, 304 N 8th Street, Rm 403, Boise, Idaho 83720, in accordance with 1.1. All Proposers, authorized representatives and the general public are invited at their own expense to be present at the opening of the proposals. ***During the proposal opening and since this is an evaluated proposal, only the names of the Proposers will be read aloud. No other information regarding the proposals will be given.***

A written document will be created at the time of proposal opening listing the Proposers submitting proposals, and that document may be requested by sending a requesting email to the RFP Lead.

3.6 All proposal material submitted becomes the property of the State of Idaho and will not be returned to the Proposer unless the RFP is cancelled by the State (State Code § 67-5725). Proposals 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 4 - EVALUATION CODES

4.1 EVALUATION CODES

The following evaluation codes are used within this RFP to identify those requirements and specifications that will be evaluated. *The State reserves the right to seek clarification from any Proposer, or to seek a written clarification to any (M), (M, E), or (E) response.*

4.1.1 (M) MANDATORY REQUIREMENT

A Mandatory Requirement is a requirement that the Proposer's offered service or solution must meet. *Failure to meet a Mandatory Requirement will render the Proposer's offered service or solution non-responsive to the requirements of the RFP, and no further consideration given to the proposal.*

Proposers must state "Complies" within their proposal in response to all Mandatory (M) requirements.

The State reserves the right to request a clarification to any proposal stating that it "Complies" with a Mandatory Requirement.

4.1.2 (M, E) MANDATORY, EVALUATED REQUIREMENT

Proposers must state "Complies" within their proposal responding to all Mandatory Evaluated (M,E) requirements, AND must provide a written response demonstrating that the Proposer's offered service or solution complies with and meets the Mandatory and Evaluated Requirement. This written response will be evaluated by evaluators and points awarded based upon the Proposer's capability in meeting the Mandatory Requirement. *Failure to provide a written response will result in a finding of non-responsive, however, the State reserves the right to request a written response for failure to provide a written response prior to the finding of non-responsive. The State further reserves the right to require written clarification to any written response.*

4.1.3 (E) NON-MANDATORY EVALUATED REQUIREMENT

To receive evaluation points, a written response must be given for all non-mandatory evaluated requirements clearly demonstrating an ability to meet the requirement.

This is a non-Mandatory Requirement that will be evaluated. Failure to provide a written respond will result in zero (0) points awarded for the specification. The State reserves the right to request a written response for evaluating. The State further reserves the right to require written clarification to any written response.



SECTION 5 - BUSINESS SCOPE OF WORK RESPONSE

Value-Add Resellers of Azure and AWS 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 proposal.

Proposers 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.

The State reserves the right to requests clarification of all Proposer responses.

5.1 (M) STATE OF IDAHO SIGNATURE PAGE

Attached as Attachment 5 is a State of Idaho Signature Page. It is mandatory that this signature page be completed, signed, and returned as Page 1 to the Business Scope of Work Response.

5.2 TRANSMITTAL LETTER.

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

Proposers are to restate the requirement number when responding.

5.2.1 (M) the transmittal letter is to be on official letterhead of the Proposer's company, with the Proposer's name, mailing address, telephone number, facsimile number, and e-mail address of the Proposer's authorized agent readily evident. The transmittal letter must be signed in ink by an individual authorized to commit the Proposer to the services proposed.

5.2.2 (M) Identification of the Proposer's corporate or other legal entity. Proposers must include their tax identification number. *The Proposer must be a legal entity with the legal right to contract.*

5.2.3 (M) Copy of the Proposer's IRS W-9 form.

5.2.4 (M) Contact information for the person(s) responsible for submitting the proposal. Contact information is to include name, title, phone number, and email address.

5.2.5 (M) A statement indicating the Proposer's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions and any term or condition found within this RFP. To comply with this 5.2.5 specification, the statement must also include the following statement. "This bid is not conditioned upon the State negotiating with the Proposer."

5.2.6 (M) A statement that providing Value-Add Reseller services for Microsoft Azure and/or Amazon Web Services is a primary business of the Proposer's company, and that the company has been providing Value-Add Reseller services for no less than two (2) years prior to the close of the RFP.

5.2.7 (M) A statement that the Proposer is financially stable and has been financially stable for the year prior to the closure of this RFP.

The State reserves the right to request and evaluate financial statements from Apparent Successful Proposer (ASP) prior to the any clarifying discussions or the issue of any Intent to Award Letters. Furthermore, the State reserves the right not to offer a Contract to any Proposer found not to be financially stable.

5.2.8 (M) A statement that the Proposer has notified Microsoft, Amazon, or both, as applicable, of the application of IDAPA 38.05.01.114 to any agreements related to the Cloud services resold to the State by the Proposer.

5.2.9 (M) A statement of the Proposer's compliance with affirmative action and equal employment regulations.

5.2.10 (M) A statement that the proposal was arrived at independently by the Proposer without collusion, consultation, communication, or agreement with any other Proposer as to any matter concerning pricing.

5.2.11 (M) A statement that the Proposer has not employed any company or person other than a bona fide employee working solely for the Proposer or a company regularly employed as its marketing agent, to solicit or secure the Contract that may result from this RFP. Additionally, the statement must state that the Proposer has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon a Contract that may result from this RFP. The Proposer will 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.

5.2.12 (M) A statement naming the firms and/or staff responsible for writing the proposal.

5.2.13 (M) A statement that the Proposer is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.14 (M) A statement affirming the proposal will be firm and binding for one-hundred and twenty (120) days from the proposal opening date.

5.2.15 (M) A statement declaring whether Proposer is proposing Cloud Services for Microsoft Azure, Amazon AWS, or both. Proposer is to include proof that as a VAR,

Proposer is approved and certified to provide VAR Cloud services for Microsoft Azure, Amazon AWS, or both.

5.3 (M, E) CLIENT REFERENCES

Attached to this RFP is Attachment 6_Client Reference List. Proposers are to provide a minimum of three (3) verifiable clients who are currently purchasing either Azure or AWS (or both) through the Proposer's value-added reseller services.

Proposers may provide up to six (6) client references.

Failure to provide three (3) verifiable clients will render the Proposer's Bid non-responsive and no further consideration given.

The State will develop a standard set of interview questions that will be used for interviewing and evaluating all Proposer clients. The State will invest three (3) State work days daily phoning a Proposer's listed clients until three (3) clients have been interviewed. If after three (3) State work days the State is unable to contact and interview three (3) clients, the State reserves the right to deem the bid non-responsive, and no further consideration given. The State prefers not to find Proposers non-responsive. For all clients listed, please communicate to them the importance of the State being able to reach and interview them.

5.4 MINIMUM BUSINESS SERVICE REQUIREMENTS

5.4.1 (M, E) Proposer must describe its customer service practices and illustrate how they will support Idaho state agencies. Include the following in your description.

5.4.1.1 Communication and Escalation plan for addressing problems and/or complaints; and

5.4.1.2 Quality assurance measures.

5.4.2 (M, E) Proposer must describe its ability to comply with the following customer service requirements.

5.4.2.1 Contractor must designate one lead representative for state agencies. Contact information must be kept current.

5.4.2.2 Contractor customer service representatives must be available by phone or email, at a minimum, from 8:00 a.m. to 6:00 p.m. Mountain Time, Monday through Friday, on State working days.

5.4.2.3 Customer Service Representative must respond to inquiries within one (1) working day.

5.4.3 (M, E) Proposer must describe its methodology or plan to work with State or Public Agency customers in implementing and/or configuring solutions for the customer.

Proposers should include timelines and resources that will be deployed. Your response should also include, but not be limited to: design, installation, and migration services.

5.4.4 (M,E) For each value-add Service Category proposed, and each sub-service value-add proposed under the Service Category, describe the value-add sub-service. Sufficient information must be given for the State to truly evaluate the value of the sub-service.

Provide the same information for any “Other VAR Value-Add Service” listed.

If both Azure and AWS VAR Cloud services are being proposed, please respond with a section for Azure, and a section for AWS so as to remove any confusion as to whether the value-add service applies to Azure, or the value-add service applies to AWS, or to both.

The State will evaluate Azure value-add services and AWS value-add services separately.



SECTION 6 - (M,E) MANDATORY COST PROPOSAL

6.1 Attached to this RFP is Attachment 7 _ Mandatory Cost Proposal.

Failure to provide a cost proposal using Attachment 7 will deem the proposal non-responsive, and no further consideration given. No other form of pricing will be accepted.

The Mandatory Cost Proposal is an Excel file. **Proposer’s are to complete the Excel file for the Cloud services being proposed and submit as your cost proposal.**

6.2 (M,E) COMPLETING THE MANDATORY COST PROPOSAL

6.2.1 There are four Excel tabs in the Mandatory Cost proposal.

- Azure Cloud Pricing Discount or Markup from MSRP;
- Azure Value-Add Reseller Services;
- AWS Cloud Pricing Discount or Markup from MSRP;
- AWS Value-Add Reseller Services.

If proposing VAR services for Azure Cloud services, both Azure tabs must be completed.

If proposing VAR services for AWS Cloud services, both AWS tabs must be completed.

6.2.2 *The following applies to both Azure and AWS proposals.*

6.2.2.1 *VARs proposing Azure Cloud services must be approved by Microsoft to resell all Azure Commercial Cloud service and Azure Government Cloud services. If proposing Azure Educational Cloud services, proposers must be approved by Microsoft to resell Azure Educational Cloud services.*

6.2.2.2 *VARs proposing AWS Cloud services must be approved by Amazon to resell all AWS Commercial Cloud service and AWS Government Cloud services. If proposing AWS Educational Cloud services, proposers must be approved by Amazon to resell AWS Educational Cloud services.*

6.2.2.3 *Travel, lodging, and meal costs for providing “Onsite” services are not to be burdened into the hourly rate. Travel, lodging, and meals costs to provide onsite services will be reimbursed to the VAR by the ordering agency and be in accordance with the per diem allowances set by the State of Idaho Board of Examiners (“State Travel Policy and Procedures” (SBEX Policy No 442-50)). Receipts for travel, lodging, and meal costs must be submitted with the invoice.*

6.2.2.4 *Proposing to resell either Azure or AWS Educational Cloud Services is OPTIONAL.*

6.2.3 Proposing Azure Cloud Services.

Proposers proposing Value-Add Reseller Services for Azure must submit cost using Attachment 7_ Mandatory Cost Proposal. Costs submitted in any other manner will deem the proposal non-responsive.

Proposers are to do the following.

6.2.3.1 Azure Cloud Pricing Tab.

6.2.3.1.1 **(M)** Azure VAR Part 1.

Provide the required information.

6.2.3.1.2 **(M,E)** Azure VAR Part 2, 3, and 4.

For Part 2. (SaaS), Part 3. (IaaS), and Part 4. (PaaS), Proposers must provide either the Commercial Cloud Services % Discount off MSRP **OR the % Markup to MSRP.**

Proposers must also provide either the Government Cloud Services % Discount off MSRP **OR the % Markup to MSRP.**

6.2.3.1.3 **Azure VAR Part 5, 6, and 7 - EDUCATIONAL.**

Proposing Educational Cloud Services is OPTIONAL. If proposed, VARs will be required to resell and provide support for all educational Cloud products offered within Azure.

For Part 5 (SaaS), Part 6 (IaaS), and Part 7 (PaaS), provide either the Educational Cloud Services % Discount off MSRP **OR the % Markup to MSRP.**

 **6.2.3.2 AZURE VALUE-ADD SERVICES TAB.**

Proposing Value-Add Services is MANDATORY for those services listed in 6.2.3.2.1 and will be evaluated. Proposing Value-Add Services for those listed in 6.2.3.2.2 and 6.2.3.2.3 are optional.

All proposals received not proposing value-add services for 6.2.3.2.1 will be deemed non-responsive and no further consideration given.

During the life of the Contract, Contractors may petition the Division of Purchasing to add additional services. The State will not be under the obligation to accept additional services.

Should the State possess the subject matter expertise to provide any sub-service listed by the VAR, the State is not contractually required to purchase the service.

6.2.3.2.1 (M,E) Mandatory Value-Add Reseller Services

For the following listed Service Categories, it is MANDATORY for Proposers to list all value-add sub-services considered to be part of its offerings under the Service Category. Proposers are to provide their unburdened “Onsite Hourly Rate” and their “Remote Hourly Rate”. If the same rate applies for both “Onsite” and “Remote”, please enter the same rate in both fields.

Add lines as needed.

- 6.2.3.2.1.1 Consulting & Advisory Services;**
- 6.2.3.2.1.2 Architectural Design & Transition Services;**
- 6.2.3.2.1.3 Deployment Services;**
- 6.2.3.2.1.4 Statement of Work Services.**

6.2.3.2.2 OPTIONAL Value-Add Reseller Services

For the following listed Service Categories, it is OPTIONAL for Proposers to respond. If responding, list all value-add sub-services considered to be part of its offerings under the Service Category. Proposers are to provide their unburdened “Onsite Hourly Rate” and their “Remote Hourly Rate”. If the same rate applies for both “Onsite” and “Remote”, please enter the same rate in both fields.

Add lines as needed.

6.2.3.2.2.1 **Training Services;**

6.2.3.2.2.2 **Partner Services.**

6.2.3.2.3 Other Azure VAR Value-Add Services (OPTIONAL).

Proposers may list other value-add services outside of the Service Categories listed above and the value-add sub-services listed.

6.2.3.2.7.1 Within the blue field, enter the Value-Add “Other” Service Category. Add the sub-services as seen fit, falling within the Value-Add “Other” Service Category. Proposers are to provide their unburdened “Onsite Hourly Rate” and their “Remote Hourly Rate”. If the same rate applies for both “Onsite” and “Remote”, please enter the same rate in both fields.

Add lines as needed.

6.2.4 Proposing AWS Cloud Services.

Proposers proposing Value-Add Reseller Services for AWS must submit cost using Attachment 7 _ Mandatory Cost Proposal. Costs submitted in any other manner will deem the proposal non-responsive.

Proposers are to do the following.

 **6.2.4.1 AWS Cloud Pricing Tab.**

6.2.4.1.1 **(M)** AWS VAR Part 1.

Provide the required information.

6.2.4.1.2 **(M,E)** AWS VAR Part 2, 3, and 4.

For Part 2. (SaaS), Part 3. (IaaS), and Part 4. (PaaS), Proposers must provide either the Commercial Cloud Services % Discount off MSRP **OR** the % Markup to MSRP.

Proposers must also provide either the Government Cloud Services % Discount off MSRP **OR** the % Markup to MSRP.

6.2.4.1.3 AWS VAR Part 5, 6, and 7 - EDUCATIONAL.

Proposing Educational Cloud Services is OPTIONAL. If proposed, VARs will be required to resell and provide support for all educational Cloud products offered within AWS.

For Part 5 (SaaS), Part 6 (IaaS), and Part 7 (PaaS), provide either the Educational Cloud Services % Discount off MSRP **OR** the % Markup to MSRP.



6.2.4.2 AWS VALUE-ADD SERVICES TAB.

*Proposing Value-Add Services is **MANDATORY** for those services listed in 6.2.4.2.1 and will be evaluated. Proposing Value-Add Services for those listed in 6.2.4.2.2 and 6.2.4.2.3 are optional.*

All proposals received not proposing value-add services for 6.2.4.2.1 will be deemed non-responsive and no further consideration given. During the life of the Contract, Contractors may petition the Division of Purchasing to add additional services. The State will not be under the obligation to accept additional services.

Should the State possess the subject matter expertise to provide any sub-service listed by the VAR, the State is not contractually required to purchase the service.

6.2.4.2.1 (M,E) Mandatory Value-Add Reseller Services

For the following listed Service Categories, it is **MANDATORY** for Proposers to list all value-add sub-services considered to be part of its offerings under the Service Category. Proposers are to provide their unburdened “Onsite Hourly Rate” and their “Remote Hourly Rate”. If the same rate applies for both “Onsite” and “Remote”, please enter the same rate in both fields.

Add lines as needed.

- 6.2.4.2.1.1 Consulting & Advisory Services;**
- 6.2.4.2.1.2 Architectural Design & Transition Services;**
- 6.2.4.2.1.3 Deployment Services;**
- 6.2.4.2.1.4 Statement of Work Services.**

6.2.4.2.2 OPTIONAL Value-Add Reseller Services

For the following listed Service Categories, it is **OPTIONAL** for Proposers to respond. If responding, list all value-add sub-services considered to be part of its offerings under the Service Category. Proposers are to provide their unburdened “Onsite Hourly Rate” and their “Remote Hourly Rate”. If the same rate applies for both “Onsite” and “Remote”, please enter the same rate in both fields.

Add lines as needed.

- 6.2.4.2.2.1 Training Services;**
- 6.2.4.2.2.2 Partner Services.**

6.2.4.2.3 Other AWS VAR Value-Add Services (OPTIONAL).

Proposers may list other value-add services outside of the Service Categories listed above and the value-add sub-services listed.

6.2.4.2.7.1 Within the blue field, enter the Value-Add “Other” Service Category. Add the sub-services as seen fit, falling within the Value-Add “Other” Service Category. Proposers are to provide their unburdened “Onsite Hourly Rate” and their “Remote Hourly Rate”. If the same rate applies for both “Onsite” and “Remote”, please enter the same rate in both fields.

Add lines as needed.



SECTION 7 - BID REVIEW AND EVALUATION

7.1 The objective of the State in soliciting and evaluating proposals is to ensure the selection of a responsive Contractor(s) who will produce the best possible results for the taxpayer funds expended. *The State reserves the right to modify the evaluation if it is found to be in the best interest of the State and maintains the integrity of the evaluation and award. Multiple teams of subject matter experts may be used for evaluating proposals. 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 way the teams are deployed. The State may use multiple individuals for collecting and summarizing scoring, or for proctoring the evaluation process.*

7.2 Proposals will first be reviewed on a “pass” or “fail” basis to determine compliance with submission requirements and those requirements listed in the proposal with a **(M)** or **(M,E)**. All proposals which are determined by the State, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this section.

7.3 The Business Scope of Work Responses will be evaluated and scored. Once the Business Scope of Work Responses have been scored, the Mandatory Cost Proposals will be opened and scored. At that time, an evaluation will occur not only on the costs, but on the strength and scope of value-add services proposed within the Mandatory Cost Proposal.

7.4 NORMALIZATION

Evaluation scores for the evaluation categories above will be normalized based upon the Normalized Evaluation Criteria Scoring listed below.

7.4.1 **Non-cost scores** will be normalized as follows. The proposal with the highest total score for the category will be normalized receiving the total available points for the category. Other Proposers remaining responsive for the category will be normalized based upon the highest total score received for the category prior to normalization. The normalization formula

is as follows.

$$\frac{\text{Proposer score} / \text{Highest Proposer score for the category (X) Total Category Points}}{\text{Proposer category score}} \div \frac{\text{Highest Proposer for category score}}{\text{Highest Proposer for category score}} * \text{category maximum normalized points}$$

7.4.2 The Mandatory Cost Proposal will be normalized as follows. The State will evaluate the cost proposal using the method resulting in the lowest acquisition cost for the taxpayer.

$$\frac{\text{Lowest average VAR cost}^1}{\text{Proposer average VAR cost}} * \text{category maximum normalized points}$$

¹: The State reserves the right to modify the cost evaluation if it is found to be in the best interest of the State and maintains the integrity of the evaluation.

All evaluation scoring will be normalized based upon the following table.

Normalize Evaluation Criteria Scoring.

	Maximum Points
Mandatory Submission Requirements	Pass/Fail
Business Scope of Work Response (Section 5)	600 points
Mandatory Cost Proposal (Section 6)	400 points
Total Possible Points	1,000 points

7.5 DISCUSSIONS AND BEST AND FINAL OFFERS

The State may, at its discretion, either accept a Proposer’s initial proposal by award of a Contract or enter discussions with Proposers whose proposals are deemed to be reasonably likely to be considered for award. After discussions are concluded, Proposers may be asked to submit a “Best and Final Offer” for consideration.

7.6 CONTRACT AWARD

7.6.1 The State, at its discretion, and subject to the successful negotiations of terms and conditions with Microsoft and Amazon, may award as follows.

7.6.1.1 award a single Contract to a VAR approved for reselling both Azure and AWS Cloud services;

7.6.1.2 award multiple Contracts to VARs approved to resell both Azure and AWS services, or multiple Contracts to VARS approved to resell Azure, and multiple Contracts to VARS approved to resell AWS;

7.6.1.3 award a single VAR Contract for Azure, and a single VAR Contract for AWS;

7.6.1.4 a combination of the above.

This RFP and a Proposer’s proposal will be incorporated into any given Contract.

7.6.2 Responsibility

Pursuant to IDAPA 38.05.01.081, the RFP Lead may conduct a review to determine if the Apparent Successful Proposer(s) (ASP) are responsible. As part of the responsibility review, the Lead may require the ASP to provide additional information required for determining responsibility. The Lead may request satisfactory financial reports. Should the financial reports show that the ASP shows a significant risk to the State in its ability to perform in accordance with the Contract, or meet the requirements of the Contract, the State reserves the right to deem an ASP non-responsive, and no further consideration given.

Should the ASP refuse or fail to provide any of the requesting information, the State may deem the offeror non-responsive, and no further consideration given.

7.7 LETTER OF INTENT TO AWARD

Responsive and responsible Proposers will be notified of the result of the procurement process via a **Letter of Intent to Award**, which will be issued by DoP.



SECTION 8 - (M) PRE-CONTRACTING CLARIFYING DISCUSSIONS

8.1 Prior to the release of the Contract, DoP, ITS, and the ASP will clarify expectations and develop a Service Initiation Implementation Plan (SIIP). The SIIP will contain all points of clarifications between the ASP(s), ITS, and DoP.

The SIIP will include a critical path timeline, critical path tasks for staging for a “Go Live” of VAR services and clarified expectations of VAR services. ***VARs will also be required to provide specific contact information for ordering VAR services. This information will be posted to the DoP State contracts website. VARs will also be required to provide an issue escalation procedure, including contacts. VARS are required to keep this information current. VARS not keeping the information current will be considered in breach of Contract. The minimum remedy will be the State’s refusal to renew the Contract.*** Other clarifying supporting documents may be included in the SIIP as agreed to between the parties.

Examples of points of clarification are clarification of RFP/Contract requirements and legal clarifications. ***Legal clarifications do not include negotiation of terms & conditions.***

8.2 During Pre-contracting clarifications discussions, the ASP(s) are to deliver to the RFP Lead all required insurance certificates as specified by this RFP. No Contract will be awarded prior to the receipt of proofs of insurance.

8.3 Should after twenty (20) State working days from the start of pre-contracting clarification discussions, the State and the ASP not be able to reach agreement on the SIIP, or proofs of insurance have not been delivered to the RFP Lead, the State may terminate discussions and find the ASP non-responsive. The State will then deem the next highest-ranking Proposer an ASP and enter in to pre-contracting clarification discussions with them. The State will not be liable for any Proposer costs associated with pre-contracting clarification discussions. The State reserves the right to extend the time for the pre-contracting clarification period should the State determine it to be in its best interest.

8.4 It is intended that the SIIP will be a living artifact requiring changes and modifications over the length of the Contract. All modifications to SIIP must be agreed to by DoP and ITS and the Contractor and signed by each of the parties. Should any conflict arise from the modification of the SIIP, all conflicts will be remedied within the terms and conditions of the Contract. No modification of the SIIP will conflict with or alter or amend a term of the Contract, nor will any modification to the SIIP add to the terms and conditions of the Contract.



APPENDIX A
SPECIAL TERMS AND CONDITIONS

A.1 DEFINITIONS

“Agency” or “Department”	Agencies and Departments with the Idaho State Government.
Cloud Service Provider (“CSP”)	A company headquartered within the United States of America that offers Cloud computing services delivered from a state within the United States of America in a form such as Software as a Service, Infrastructure as a Service, and Platform as a Service, who may also host State data on storage devices located within a state within the United States of America. For the purposes of the Contract, Microsoft is a Cloud Service Provider, and Amazon is a Cloud Service Provider.
“Confidential Information”	Means all information disclosed by the parties to one another as a matter of the Contract, whether before or after the effective date of the Contract, that the recipient should reasonably understand to be a “trade secret” as defined in the Idaho Trade Secrets Act, Idaho Code title 48 chapter 8, Personal Information as defined herein, or exempt from disclosure under the Idaho Public Records Act, Idaho Code title 74 chapter 1 if such information were contained in a record subject to such Act. .
“Contractor”	A responsive and responsible Proposer meeting the requirements of the RFP and receiving a Contract for the provision of internet services to the Office of the Governor _ Office of Information Technology Services.
“DoP”	State of Idaho Division of Purchasing _ Department of Administration.
“ITS”	Office of the Governor _ Office of Information Technology Services.
“Personal Information”	In accordance with Idaho Code § 28-51-104(5), means:

”...an Idaho resident's first name or first initial and last name in combination with any one (1) or more of the following data elements that relate to the resident, when either the name or the data elements are not encrypted:

(a) Social security number;

(b) Driver's license number or Idaho identification card number; or

(c) Account number, or credit or debit card number, in combination with any required security code, access code, or password that would permit access to a resident's financial account.”

and further amplified by Idaho Code § 49-117(8) to mean:

“...information that identifies an individual, including an individual's photograph or computerized image, social security number, driver identification number, name, address, telephone number, and medical or disability information, ...”

Public Agency	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.
“State”	The State of Idaho, United States of America.
Value-Add Cloud Service Reseller	A reseller of Cloud services authorized by a Cloud Service Provider (CSP) to resell its Cloud products and offer CSP user’s value-add services.
Value-Add Cloud Reseller Services	Those services offered by a Value-Add Reseller to not only procure Cloud services on behalf of State and Public Agencies, but to deliver “value-add” services to the procurement, such as consulting services, architectural design services, measurement and reporting services, etc.

“Voluntary User(s)”

Voluntary User(s) are elected officers in the executive department, as referenced in Idaho Code § 67- 827A(1)(a)(ii) and the legislative and judicial departments as referenced in Idaho Code § 67-827A(1)(a)(iii).

A.2 GOVERNANCE

This purchase and any resulting Contract(s) are the legal responsibility of the State of Idaho Division of Purchasing (DoP), in partnership with the Office of the Governor _ Office of Information Technology Services (ITS).

As further described in paragraph A.30, the ITS will be responsible for approving all Cloud service purchases of those State agencies falling under the oversight of the ITS.

A.3 INITIAL TERM OF THE AGREEMENT AND RENEWALS

The initial term of the Contract(s) will be for three (3) years of VAR services conditioned upon successful negotiations of terms and conditions with Microsoft and Amazon. After the initial term and upon agreement of the parties, the VAR Contract(s) may be renewed. The State shall determine by VAR Contract, the renewal term that most benefits the State. Nothing shall prevent the VAR and the State from negotiating the renewal Contract term.

Should the State fail to negotiate acceptable terms and conditions, and acceptable terms of service with either Microsoft or Azure, the State will terminate for convenience those VAR Contracts affected by the failed negotiation.

A.4 (Left blank)

A.5 VALUE-ADD SERVICES HOURLY RATES

All Value-Add Hourly Service Rates are firm fixed and locked for one year following the Effective Date of the Contract. Thirty (30) calendar days prior to the term of the initial year of the Contract, Contractor can provide DoP written notice of its intent to raise or lower its Value-Add Hourly Service Rates for the second year of the VAR Contract. Value-Add Hourly Service Rates may not be increased more than four percent (4.00 %). Rate increases will become effective on day one (1) of the second year of service and will be firm/fixed throughout the second year.

After the second year of the initial term of the Contract and thirty (30) calendar days prior to the end of the second year, Contractor can provide DoP written notice of its intent to raise or lower its Value-Add Hourly Service Rates for the third year of the VAR Contract. Value-Add Hourly Service Rates may not be increased more than four percent (4.00 %). Rate increases will become effective on day one (1) of the third year of service and will be firm/fixed throughout the third year.

Renewal periods are to be negotiated between DoP and the Contractor. For any renewal of the Contract and for any renewal term, Contractor can annually provide DoP written notice of its intent to raise or lower its Value-Add Hourly Service Rates. Value-Add Hourly Service Rates may not be increased more than four percent (4.00 %) for any year of a renewal. Rate increases will be firm/fixed for any year of a renewal.

A.6 BASELINE DISCOUNT OR MARKUP

Per the Mandatory Cost Proposal, the Baseline Discount Percent or the Baseline Markup Percent are firm/fixed for the life of the Contract. Contractor may increase the Baseline Discount Percent or decrease the Baseline Markup Percent at any time during the life of the Contract, with written notice to DoP.

Anytime there is a reduction in the cost of a Cloud service by the Cloud Service Provider for a Cloud service in use by the State, the reduction in cost is to be passed along to the State users of the service.

A.7 CONTRACT EFFECTIVENESS

The Contract is not effective until the Division of Purchasing has issued a purchase order specifying a commencement date (the “Effective Date”), and that date has arrived or passed. The Contractor will not provide or render services to the State under this Contract until the Effective Date. The State may determine, in its sole discretion, not to reimburse the Contractor for products provided or services rendered prior to the Effective Date.

A.8 REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

A.8.1 Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Contract.

A.8.2 Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the Division of Purchasing in writing of any change of address to which service of process can be made. Service will be completed upon Contractor’s actual receipt of process or upon the Division of Purchasing’s receipt of the return thereof by the United States Postal Service as refused or undeliverable.

A.9 CONTRACTOR RESPONSIBILITY

Contractor will be responsible for the delivery of all VAR value-add services under the Contract. Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the delivery of the service.

A.10 CLOUD SERVICE PURCHASE

In accordance with I.C. § 67-9211, the purchase of Value-Add Cloud Reseller Services shall be from the value-add Contractor whose terms and conditions regarding price, availability, support services, and delivery are most advantageous to the State agency.

A.11 INVOICING

Invoicing for Value-Add Cloud Reseller Services shall be sent directly to the State agency procuring the Cloud service.

A.12 SUFFICIENT APPROPRIATIONS

The State is a government entity and it is understood and agreed that the State's payments under the Contract will 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 will in no way or manner be construed to bind or obligate the State of Idaho beyond the term of any 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 will not be required to transfer funds between accounts if funds are reduced or unavailable. All affected future rights and liabilities of the parties will thereupon cease within ten (10) calendar days after notice to the Contractor. Further, if funds are no longer available to support the Contract, as described herein, the State will 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 will promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section will be construed as ability by the State to terminate for its convenience.

A.13 IDAHO TECHNOLOGY AUTHORITY

All delivered Cloud services will comply with applicable standards and policies of the Idaho Technical Authority (ITA). A description of the ITA and its standards and policies may be reviewed online at <https://ita.idaho.gov/the-ita/>. Standards and policies are found under “Resources.” Reference I.C. § 67-830 through 67-837

A.14 CONTRACTOR CONFLICTING AND SUPPLEMENTAL TERMS

Where Contractor terms and conditions, including agreements or assumptions specified in the Contractor’s proposal differ from the terms and conditions of the Contract, the terms of the Contract will apply. Contractor terms and conditions will apply only if specifically accepted by the State’s Division of Purchasing in writing.

A.15 RIGHT TO WITHHOLD PAYMENT

The State has the right to withhold payments to the Contractor, in whole or in part, to the extent the Contractor fails to perform the services set forth in this Contract.

A.16 PLANNED OUTAGES OF SERVICE

Contractor must provide the State at least twenty-four (24) hours advance notice, via e-mail or telephone, of any planned outages affecting the delivery of VAR services. Contractor will also notify State agencies of any known planned CSP outages of service.

A.17 REQUIRED INSURANCES

A.17.1 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 will 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).

A.17.2 Workers Compensation Insurance and Employer's Liability.

A.17.2.1 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.

A.17.2.2 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.

A.17.2.3 **Employer's Liability.** This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. The commercial umbrella and/or employer's liability limits will not be less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

A.17.3 **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).

A.17.4 **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 State of Idaho Division of Purchasing.

A.17.5 **Additional Requirements**

State of Idaho as Additional Insured

The liability insurance coverage required for performance of the Contract will include the State of Idaho, its officers and employees as additional insured's, but only with respect to the Contractor's services to be performed under this Contract.

A.17.5.1 The Contractor must provide proof of the State of Idaho, its officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, its officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

A.17.5.2 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, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify automatic endorsement.

A.17.5.3 Notice of Cancellation or Change

The Contractor will ensure that all policies of insurance are endorsed to read that there will be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) calendar days prior written notice from the Contractor or its insurer to the State Division of Purchasing. 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. The Contractor will 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, will not affect the coverage(s) provided to the State of Idaho, its officers and employees (s) provided to the State of Idaho, its officers and employees.

A.18 REMEDIES

If at any time the service fails to meet contractual standards, the State may at its sole discretion require one or more of the following remedial actions.

A.18.1 Require the Contractor to develop corrective actions plans and take corrective action to bring the service into compliance with contractual standards, subject to ITS approval and oversight;

A.18.2 Accelerate monitoring of Contractor performance by the State or its designee;

A.18.3 Require additional or ad hoc reporting by the Contractor at no cost to the State, that addresses performance issues;

A.18.4 Withhold payment to the Contractor, in whole or in part, to the extent the Contractor fails to perform its obligations set forth in the Contract;

A.18.6 Terminate the Contract.

A.19 NOTICE TO CURE

DoP will provide notification of Contractor's opportunity to cure in writing. This notice will:

A.19.1 In reasonable detail, specify the nature of the breach;

A.19.2 Provide the Contractor with an opportunity to cure; and,

A.19.3 Will specify the effective date of termination in the event the Contractor fails to correct the breach.

Contractor will be given a maximum of 30 calendar days to cure the breach of Contract.

Within ten (10) calendar days of the receipt of the Notice to Cure, Contractor will present to the State a written notice detailing the efforts it will take to resolve the problem and the time required for such resolution. ***This opportunity to "cure" will not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform.*** The State will not consider a request to cure Contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

A.20 TERMINATION FOR CONVENIENCE BY THE STATE

The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The State also *reserves* the right to procure a replacement VAR following termination. ***Such termination shall not be deemed a breach of the Contract.***

After Contractor receives notice of termination for convenience from DoP, ***upon the date of the specified termination***, the Contractor will immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under the Contract. The Contractor will:

- A.20.1** Immediately cease ordering Cloud services on behalf of State Agencies and Public Agencies with the Cloud Service Provider(s);
- A.20.2** Cease providing service at a time to be determined by DoP;
- A.20.3** Notify the Cloud Service Provider of the Termination for Convenience;
- A.20.4** Assist the State and Cloud Service Provider to move Contractor services to a VAR of the State's choosing;
- A.20.5** Surrender all documentation created for State agencies as a result of consulting, order placement, and Cloud service management, and other services provided that would be required for the agency to continue with another VAR;
- A.20.6** Within thirty (30) calendar days of termination for cause, Contractor will issue to State agencies final invoicing for services rendered. State agencies will pay approved invoicing in accordance with State law. Negotiations will be required with Public Agencies for final payment.

The State liability for termination for convenience by the State is limited to final invoices for services provided under the Contract by Contractor to the State. Public Agencies using the Contract's liability for the State's termination for convenience is limited to final invoices for

services provided under the Contract by Contractor to the Public Agency.

A.21 TERMINATION FOR CAUSE

DoP may terminate the Contract upon a written notification to the Contractor for the following.

- A.21.1** The Contractor is in breach of any warranty, term, condition, covenant or obligation under the Contract, including without limitation the failure to meet performance under the Contract.
- A.21.2** Judicial interpretation of federal or State laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible.
- A.21.3** Contractor fails to comply with any applicable law, regulation, or rule.
- A.21.4** Contractor's right to resell Cloud Service Provider Cloud services has been terminated by the Cloud Service Provider.
- A.21.5** A breach of the Cloud services has occurred, the State has reasonably determined Confidential Information remains at risk, and the Cloud Service Provider has not provided adequate assurances of security.

A.22 EFFECT OF TERMINATION FOR CAUSE

Upon termination, Contractor will:

- A.22.1** Immediately cease ordering Cloud services on behalf of State Agencies and Public Agencies with the Cloud Service Provider(s);
- A.22.2** Cease providing service at a time to be determined by DoP;
- A.22.3** Notify the Cloud Service Provider of the Termination for Cause;
- A.22.4** Assist the State and Cloud Service Provider to move Contractor services to a VAR of the State's choosing;
- A.22.5** Surrender all documentation created for State agencies as a result of consulting, order placement, and Cloud service management, and other services provided that would be required for the agency to continue with another VAR;
- A.22.6** Within thirty (30) calendar days of termination for cause, Contractor will issue to State agencies final invoicing for services rendered. State agencies will pay approved invoicing in accordance with State law. Negotiations will be required with Public Agencies for final payment.

If the Contract is terminated for cause, the costs resulting from the State's award of a new contract, including costs of re-procurement shall be deemed actual damages. The State, upon termination for cause, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A.23 SURVIVAL OF TERMS

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

A.24 PERSONNEL

Contractor is an independent contractor, not the State's agent, joint venture partner, or fiduciary, and does not undertake to perform any of the State's regulatory obligations or assume any responsibility for the State's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation.

A.25 CONFIDENTIALITY AND NONDISCLOSURE AGREEMENTS

At the sole discretion of the State and prior to the signing of the Contract, Contractor and assigned Contractor personnel including subcontracted personnel, may be required to sign Confidentiality and Supplier Nondisclosure Agreements with the State.

A.26 CONFIDENTIALITY OF RECORDS

Subject to the Idaho Public Records Act, strict standards of confidentiality of records and information will be maintained in accordance with applicable State and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State will be regarded as confidential information in accordance with the provisions of applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards. Such confidential information will not be disclosed, and all necessary steps will be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards.

A.27 SERVICE WARRANTIES

Notwithstanding any other term in the State of Idaho Standard Contract Terms and Conditions, State of Idaho Solicitation Instructions To Suppliers, or the Proposer's Proposal, the following warranties will apply to the Contract. Contractor represents and warrants the following.

A.27.1 Contractor is approved and certified by the Cloud Service Provider to resell Cloud services and will notify the Division of Purchasing immediately upon knowledge that the Contractor's approval and certification has been terminated by the Cloud Service Provider.

A.27.2 Contractor has no ownership interest in State Data, either provided by the State or created by the Contractor for reporting or performance analysis, and that Contractor will not use or disclose State Data outside the scope of the Contract without the written permission of the State. Customer Data is and always will remain the exclusive property of the State and will remain in the exclusive care, custody, and control of the State.

A.27.3 Contractor will not suspend or terminate service for any other cause other than breach, term of Contract, or scheduled maintenance.

A.27.4 Contractor will 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 will have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

A.27.5 The Contract will be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of the Contract will be brought in the State (cf. IC § 29-110), specifically in the district court in Ada County, Boise, Idaho.

A.27.6 Contractor will not alter or modify any term of the Contract. Contractor supplemental document and agreement terms will only be enforceable to the extent that the terms have been accepted in writing by the Division of Purchasing.

A.27.7 The service will be performed in accordance with the Contract and to all specific claims and specifications provided in the RFP and the Contractor's Proposal.

A.27.8 The service is suitable for the particular purposes identified in the RFP or Contract amendment for which the State has relied on Contractor's skill or judgment.

A.27.9 The service will not infringe or violate any intellectual property right.

A.27.10 The service will comply with all federal, State, county and local regulations, statutes and codes including any applicable standards set by the Idaho Information Technology Authority (ITA). Those standards can be reviewed at the following link. <http://itrmc.idaho.gov/resources.html#standards>. Contractor and the State will work together to identify the effect of changes in laws on the provision and receipt of the services and will promptly discuss the changes to the services, if any, required to comply with all laws.

A.27.11 Any software used to provide the service contains no viruses, bombs or disabling devices.

A.27.12 Any software used to provide the service in whole or in part, or any process used in providing the service does not infringe upon an enforceable patent, copyright, trade secret, trademark or other proprietary right. The Contractor knows of no action or proceeding of any kind pending, or to its knowledge, threatened against, by or affecting it or the software used to provide the service or any documentation, which if decided, is averse to the Contractor, and could adversely affect the Contractor's ability to perform or complete its obligations under the

Contract.

A.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.

A Public Agency must independently contract with any contracted VAR and comply with any other applicable provisions of Idaho Code governing public contracts. ***The State will not be responsible for any matter, either related to the VAR or to Microsoft or Amazon arising from a Public Agency’s use of the Contracts.***

A.29 VALUE-ADD SERVICES

The use of a VAR value-add service shall be optional for State agencies possessing the subject-matter expertise to provide the needed service.

A.30 PLACING ORDERS FOR CLOUD AND VALUE-ADD SERVICES

State agencies must receive written approval from ITS prior to any order of Cloud services under the Contract. ***The Contractor shall not process any order that has not been approved by the ITS. Any Cloud service not approved by the ITS is voidable by the ITS.***

The Contractor may impose reasonable certifications upon State agencies concerning ITS approval.

A.31 RIGHT TO AUDIT

The State reserves the right to audit all Contractor invoicing to ensure compliance with the Contract. Should pricing not be in accordance with the Contract, Contractor will return the portion of any payment made that is not in compliance or withhold such amounts from subsequent invoices.

A.32 THIRD PARTY VALUE-ADD SERVICES

If Contractor uses subcontractors for the provision of any services provided under the Contract, Contractor is fully responsible for subcontractor performance as though the service was performed by the Contractor.

A.33 SECURITY BREACH OF CLOUD SERVICE PROVIDER

Upon confirmation of a security breach of Cloud Service Provider services, Contractor is to immediately notify all State users of services under the Contract, regardless of whether the State

user is a State agency or a State Public Agency. Except as otherwise provided in the Contract, Contractor shall bear no liability for the breach of a Cloud Service Provider unless the breach was caused by the Contractor. Notwithstanding the foregoing, the State may terminate the Contract as provided herein.

A.34 PERFORMANCE METRICS

The Division of Purchasing may desire to measure the performance of either the Contractor or the Cloud Service Provider. The State reserves the right to require from the Contractor, reports that will assist the State in determining performance. The State also reserves the right to request assistance from the Contractor in acquiring data from the Cloud Service Provider for the purpose of determining Cloud service return on investment.

A.35 ADMINISTRATIVE FEE

§ 5. ADMINISTRATIVE FEE of the State of Idaho Standard Contract Terms and Conditions shall apply to all purchases made against resulting contracts.

A.36 LIMIT OF LIABILITY RFP19000698-01

Contractor's liability for damages to the State for any cause whatsoever is limited to Five Million United States Dollars (\$5,000,000.00); provided that the following shall not be subject to the foregoing limit:

- 1. Patent and copyright indemnity required by the Contract;**
- 2. Claims for personal injury, including death;**
- 3. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract;**
- 4. The insurance coverage required by the Contract;**
- 5. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents; and,**
- 6. Government fines and penalties not imposed by the State.**

A.37 LIMITED WAIVER RFP1900698-01

The State agrees to a limited waiver of indirect and consequential damages but does not waive cost of re-procurement or any damages excluded by A.36.

A.38 INDEMNIFICATION RFP19000698-01

A.38.1 Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by,

arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.

A.38.2 Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section A.38.3.

A.38.3 Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).



APPENDIX B
RFP Attachments

Attachment 1	Pre-proposal Teleconference Registration Form
Attachment 2	Proposer Questions Template
Attachment 3	Idaho Terms and Condition _ Background and Limitations
Attachment 4	Modification and Exception Form
Attachment 5	Mandatory Signature Page
Attachment 6	Client Reference List
Attachment 7	Mandatory Cost Proposal



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#	Specification	Proposer Question	Answer (State use only)
1	Appendix A	<p>Will the State consider a limitation of liability that is equal to 2x the value of a purchase order, if death, personal injury and property damage are excluded?</p> <p>Proposer reasonably believes that if State of ID customers were to purchase CSP services directly, ID customers would be subject to a limitation of liability from the CSP. Proposer believes that including a limitation of liability that is more favorable than available from the CSPs is to the benefit of the State, and should be considered non-material</p> <p>Add the following limitation of liability to the Special Terms and Conditions: For all claims regarding Services, except with regard to its indemnification obligations under the Agreement for death, personal injury, or damage to real property, Provider's aggregate liability shall be limited to twice the aggregate value of the Service Order giving rise to the claim. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.</p> <p>Proposer seeks to have a risk profile for the provision of services under a potential contract as a VAR that bears a reasonable amount that is tied to the value that the Proposer may receive by entering into a Service Order. If Proposer is subject to a cap at 2x the Service Order value, Proposer has sufficient risk for the deal to provide services in a manner that will meet the State's expectations and contract requirements. Proposer is not asking for any cap on damages for death, personal injury or damage to real property.</p>	Appendix A SPECIAL TERMS AND CONDITIONS is amended adding a Limits of Liability clause.
2	Appendix A	Will the state consider including a mutual waiver of indirect and consequential damages?	Appendix A SPECIAL TERMS AND CONDITIONS is amended adding a Limited Waiver clause.

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#	Specification	Proposer Question	Answer (State use only)
3	Appendix A	<p>Will the state consider a provision that will allow the contractor to protect its intellectual property and provide on a license basis unless otherwise agreed for a specific project?</p> <p>Proposer requests that its intellectual property and that of third parties in its solution is protected and provided on a license or use basis that protects ownership. This is not material because IP owners price services on the basis of retention of ownership rights. To the extent that an individual project may require custom development for the State, the parties can negotiate custom terms as applicable.</p> <p>All right, title and interest in and to Contractor Technology will remain solely with Contractor, its affiliates and their licensors. Customer acknowledges that Contractor grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein. To the extent required by Contractor in a SOW, Customer grants to Contractor a non-exclusive, non-transferable, royalty-free license to use Customer Technology and to sublicense Customer Technology to Contractor subsidiaries and affiliates and any third parties providing all or part of the IT Services on behalf of Contractor. All right, title and interest in and to any Customer Technology furnished by Customer for use by Contractor in order to provide the Services will remain solely with Customer, its affiliates and their licensors. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. "Contractor Technology" means the proprietary technology of Contractor and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer Data), objects and</p>	<p>The State's primary use of any resulting Value-Add Reseller (VAR) contract, is for the procurement of Cloud Service Provider (CSP) services. The State foresees limited procurement of VAR services. The intent of the solicitation is not for procuring VAR intellectual property and the State will not assume a liability for protecting VAR intellectual property. That is outside the scope of the solicitation. The sole intellectual property the State is procuring is that of Microsoft and Amazon.</p> <p>Terms governing the relationship between the State and Microsoft and Amazon.</p>

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#	Specification	Proposer Question	Answer (State use only)
		<p>documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Contractor Technology conceived, reduced to practice, or developed during the Term. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the Term.</p> <p>Proposer seeks to protect the ownership of its IP so that pricing for services will reflect that Proposer may use intellectual property for its customers and not transfer full ownership to the State. To the extent that projects may require custom work product, the parties can negotiate appropriate work product terms and conditions.</p>	
4	Appendix A	<p>Will the State consider that the contract defines that the relationship between the State customers and the Cloud Service Providers will be based on the direct contract between the CSP and the user?</p> <p>This is not a material term because as a VAR, Proposer would be passing through CSP services to Idaho customers. Idaho customers would be subject to these same terms and conditions if purchased directly by the Idaho purchaser.</p> <p>1. Cloud Service Provider. In addition to the terms identified in the Cloud Application Manager Supplemental Terms, the following provisions shall apply if Customer elects to purchase</p>	<p>As stated in the RFP in Section 1 and in Appendix A, any VAR contract can be terminated for convenience should the State fail to successfully negotiate terms with the CSP. The agreement the State is seeking with the VAR is between the State and the VAR.</p>

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#	Specification	Proposer Question	Answer (State use only)
		<p>CSP services from Contractor.</p> <p>Contractor is an authorized reseller for the CSPs authorized and enabled herein (a current list of available CSPs is available at ctl.io). Contractor will bill Customer for use of CSP services and provide (detail support). The terms and conditions herein and the license terms required to be agreed between the applicable CSP and Customer (as identified on the Website) govern Customer's access to and use of the CSP Services. In no event will Contractor provide CSP Services without the Customer first having agreed to the terms as required by the applicable CSP.</p> <p>Contractor's enablement of any CSP provided cloud service is subject to and contingent upon acceptance by the applicable CSP. Customer authorizes Contractor to collect and share certain Customer information with partner CSPs for the purposes of assistance in setting up accounts, complying with CSP license terms and/or in connection with monitoring for and responding to misuse or suspected misuse of the Services by Customer. The information required to be collected and shared by Contractor may vary by CSP. Contractor, on behalf of itself or an applicable CSP, reserves the right to immediately suspend or terminate the Services (and availability of any CSP offering) upon notice in the event Contractor (or the CSP) reasonably determines, becomes aware of or suspects misuse of the Services (or CSP offering) by Customer, if any use or action or suspected use or action exposes or threatens to expose Contractor (or the CSP) to liability, obligation, security risk, violation of law or breach of its underlying agreement with the applicable CSP.</p> <p>Contractor shall have no liability for any credits and/or any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP (including any failure</p>	

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#	Specification	Proposer Question	Answer (State use only)
		<p>that results in the unauthorized disclosure of Customer Data). Customer’s sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary in this Schedule or the Agreement, Contractor shall not be obligated to indemnify Customer for any reason, including for claims for damages, liabilities, credits or expenses arising from, related to or alleged to have been caused by the performance or nonperformance of services by a CSP, the negligence or willful misconduct by a CSP or for any interruption, failure or termination of services provided by a CSP.</p> <p>As a VAR, proposer seeks to clarify that the relationship between the CSP and the Idaho customer is subject to the terms and conditions provided by the CSP. Proposer is required to pass thru these terms as a condition of being an authorized reseller of the CSPs.</p>	
5	Appendix A Special Terms and Conditions, and State of Idaho Standard Contract Terms and Conditions	Can you please confirm that the warranties, representations and remedies included in these terms and conditions are applicable to the VAR services being provided by the Value-Add Cloud Service Reseller and not to the cloud services being provided by the Cloud Service Provider?	<p>Confirmed.</p> <p>All terms within and referenced within the solicitation are applicable to any resulting contract.</p> <p>The State is in the process of negotiating terms of service with Microsoft and Amazon.</p>
6	Appendix A.13	<p>Will the State consider that State customers will be responsible for ensuring that their cloud solution and environment complies with ITA standards and policies because the CSP environments are controlled by the end customer?</p> <p>Proposer believes that many aspects of the compliance with the ITA policies is a determination that must be made by the end Idaho customer. Based on how that the end customer may use the CSP services, the end customer will have the opportunity and</p>	<p>Procured Cloud services’ compliance with ITA standards and policies will be the responsibility of the CSP.</p> <p>Procured Value-Add services’ compliance with ITA standards and policies will be responsibility of the VAR.</p>

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#	Specification	Proposer Question	Answer (State use only)
		<p>responsibility to configure services to their specifications to meet compliance with particular policies. Application of ITA policies could be done as needed on an ICB basis for affected SOWs for VAR services.</p> <p>Add at the end: “State customers will be responsible for determining that its purchase and use of Cloud services comply with any ITA standards and policies. Except as set forth in a specific SOW between the parties for VAR services, Contractor will not be responsible for compliance with ITA standards or policies.”</p> <p>CSP services are provided in a way that allow end customers to configure their environments to meet their individual requirements. Proposer, as a VAR, would not typically have access to the customer’s CSP environment. Therefore, Proposer believes it is reasonable for the end customer to confirm that the CSP services meet the end customer’s requirements</p>	
7	Appendix A.20	<p>Will the State consider that individual projects may have termination liability, if terminated for convenience, in order to secure the best pricing for an individual service project that is dependent on resources for full completion?</p> <p>Proposer believes that certain projects may be provided that would benefit the State on pricing if the services are not subject to termination for convenience (based on the nature of services that could be provided)</p> <p>Modify the last paragraph to add the following: “Notwithstanding the foregoing, the parties may negotiate a specific statement of work for services that includes a fixed price for an entire engagement, and the statement of work may reflect termination charges that may be applicable if the State customer were to terminate the statement of work for convenience prior to its completion.”</p>	Will not be considered. VARs will be paid in accordance with the contracted hourly rate and the hours of service provided.

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#	Specification	Proposer Question	Answer (State use only)
		Proposer believes that Idaho customers may benefit from pricing that reflects a commitment to complete a project with resources allocated directly for the project. Proposer suggests that this flexibility be allowed in the agreement so that authorized users may take advantage of pricing discounts available to projects that are committed to completion. This would not impact the authorized users ability to accept or reject services provided.	
8	Appendix A.27.4	<p>Will the State consider that the exclusion to a contractor's indemnification be based on a comparative fault standard if the State is negligent or engaged in misconduct?</p> <p>Proposer requests that the exception for indemnification be modified so that the standard for exclusion is based damages to the extent caused by the negligence or misconduct of the State. Proposer believes that it is reasonable for each party to be responsible for their own negligence and this is consistent with ID Tort Law.</p> <p>Modify the last sentence to state: "Contractor will have no indemnification liability under this section for death, injury, or damage arising to the extent caused by the negligence or misconduct of the State."</p> <p>Proposer believes that it is fair and reasonable that proposers indemnification obligations should not include the comparative fault of the State.</p>	Appendix A SPECIAL TERMS AND CONDITIONS is amended adding an Indemnification clause.
9	Attachment 7 – Mandatory Cost Proposal	Can the wording for all Microsoft Azure SaaS, PaaS and IaaS services (including Educational) read: "Microsoft SaaS service," "Microsoft PaaS service," and so on? The word "Azure" in the description may limit eligible purchases by the State as not all Azure SaaS, PaaS and IaaS services follow this nomenclature.	The intent of the solicitation is to limit the purchase of Microsoft Cloud services to those specifically marketed by Microsoft as an Azure Cloud service.
10	General	Our company is the CDP for Microsoft Azure only, and we're not selling any AWS service. Are we qualified?	The State is unsure as to what a "CDP for Microsoft" is or what it encompasses. The State is specifically

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#	Specification	Proposer Question	Answer (State use only)
			looking VARs certified by Microsoft for reselling all Azure Cloud products and services.
11	General	I am curious about attachments that were published with this RFP. My contracts team is reviewing and they had the following issues: Attachments 1 and 4 are blank. Attachment 1 is the Pre-proposal Teleconference Registration Form that must be completed to attend the teleconference. Attachment 5 and 6 cannot be opened because either they are not supported files OR they are corrupted. I went to the ID Purchasing website and was unable to download these attachments and we will be unable to submit this proposal without these forms. Will you be able to reach out to your contact at the Division of Purchasing to get these documents? Can we get copies of these attachments?	The solicitation and attachments can only be downloaded from the State's eProcurement provider, WebProcure. They cannot be emailed. https://purchasing.idaho.gov/information-for-vendors/
12	General	Would the State like to see the Mandatory Cost Proposal inclusive of the Administrative Fee?	Yes, for percent discount or percent markup, and hourly service rates.
13	RFP Section 6, Mandatory requirements	If a VAR is an authorized reseller for Azure or AWS Gov Cloud and expects to integrate and be able to sell the Gov Cloud versions of the Cloud by 4 th quarter 2019 through its value added platform, will this satisfy the mandatory requirements of a VAR regarding offering Gov Cloud versions of Azure and AWS to Idaho customers?	It will not. Proposers must be certified by the CSP at the time of proposal submission.
14	Section 1	Due to the size and scope of this RFP would you consider extending the closing date to allow for more response preparation time?	No. Circumstances arising between now and closing may dictate an amendment to the closing date, however the urgency of the procurement is driving the earliest possible closing date.
15	Section 2	If a reseller is not Azure GovCloud authorized, do you still want	No. We are looking for VARs certified to resell

RFP # & Title:	RFP19000698 Statewide Value-Add Resellers for Microsoft Azure and Amazon AWS Cloud Services Amendment 01 - Answers to Questions Received
---------------------------	---

#	Specification	Proposer Question	Answer (State use only)
		the reseller to provide a response for Azure services?	Commercial and Government.
16	Section 5.3 Client References	Can the State provide a more definitive date range to communicate to References when they will be called for interviews?	The expectation is to begin the evaluation of VAR clients as quickly as possible after closing. The goal is to have the evaluation completed prior to July 1.
17	Section 6.2.3.2.1 Mandatory Value-Add Reseller Services	As IT solutions and services vary greatly in these categories, will the State accept a range for the Onsite and Remote Hourly Rates?	The State is looking for a set rate. If the Contractor can provide the service for less than the set rate, it is the State's expectation that the Contractor will work with the ordering agency to reduce costs.
18	Standard Terms and Conditions Section 34	<p>Will the State consider that the CSP terms and conditions between the end state user and the CSP will control claims related to the CSP Services?</p> <p>Proposer believes that it is reasonable for the CSP terms and conditions that govern CSP services control over the agreement with respect to CSP services.</p> <p>Add the following clarification:</p> <p>“The parties agree that with respect to claims about the CSP (Cloud) Services provided by the CSP, the authorized purchasers claims will be governed by the CSP agreement between the CSP and the authorized purchaser.”</p> <p>Proposer is required by the CSPs to define that the relationship of the end user and the CSP is the CSP agreement terms.</p>	<p>The procured Cloud services will be the responsibility of the CSP, and where those services fail to meet expectations of the ordering agency, the ordering agency will have the primary responsibility for resolving those issues with the CSP.</p> <p>The procured VAR services will be the responsibility of the VAR, and where those services fail to meet the expectations of the ordering agency, the ordering agency will have the primary responsibility for resolving those issues with the VAR.</p> <p>All contractual matters will be administered by the State Division of Purchasing.</p>

DLZP GROUP RESPONSE TO:

**Statewide Value-Add Resellers for Microsoft
Azure and Amazon AWS Cloud Services
RFP 19000698**

Business Scope of Work Response

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5.1 STATE OF SIGNATURE PAGE- COMPLIES



BRAD LITTLE
Governor
BRYAN MOONEY
Director
D. KEITH REYNOLDS
Administrator

State of Idaho

Department of Administration
Division of Purchasing
304 N 8th Street, Rm 403 (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 ensure that your SEALED BID is handled properly, label the exterior of your package as follows:

"SEALED BID"	BUYER: [Gregory Lindstrom] SEALED BID FOR: [Statewide Value-Add Resellers for Microsoft Azure and Amazon AWS Cloud Services. BID NUMBER: [RFP19000698] CLOSES: [June 6th, 2019 10:00AM MT]
---------------------	--

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
304 N 8th Street, Rm 403
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: RFP19000698 **BID Title:** Statewide Value-Add Resellers for Microsoft Azure and Amazon AWS Cloud Services

BIDDER/OFFEROR (Company Name) DLZP Group, LLC
ADDRESS 2307 Thompson Crossing Drive
CITY, ST, ZIP Richmond, Tx 77406
PHONE: 281-912-3597 **FAX:** 281-605-1380 **FEIN:** 27-5065198
E-Mail lisa@dlzpgroup.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)	June 5th, 2019
Lisa Brunet	Date
Printed Name	President
	Title

5.2 TRANSMITTAL LETTER - COMPLIES

DLZP Group

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Name of Firm	DLZP Group LLC
Mailing Address/Physical Address	2307 Thompson Crossing Drive, Richmond, Texas 77406
Contact Person / Authorized Officer	Lisa Brunet - President
Telephone Number	281.912.3597 ext. 101
Fax Number	281.605.1380
Email	lisa@dlzpgroup.com
State of LLC	Texas
Number of Years in Business	8
Company Type	LLC
FEIN	27-5065198
DUNS	07-099-3812

5.2.1 Complies

5.2.2 Complies

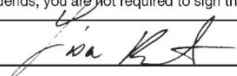
DLZP Group

Richmond, Texas 77406

281.912.DLZP | www.dlzpgroup.com



5.2.3 Complies

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DLZP Group, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. 2307 Thompson Crossing Drive	
	6 City, state, and ZIP code Richmond, TX 77406	
	7 List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number ____ - ____ - _____ or Employer identification number 2 7 - 5 0 6 5 1 9 8		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ► 	Date ► 1/1/2019
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>		
Cat. No. 10231X		Form W-9 (Rev. 10-2018)

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5.2.4 Complies

5.2.5 - Complies

DLZP Group accepts the requirements of the RFP and its attachments including The State of Idaho Standard Terms and Conditions. With the sole inclusion of the required language from Amazon Web Services for the use of Gov Cloud Services.

"AWS GovCloud (US) Region Representations & Warranties. The AWS Services may not be used to process or store classified data. You are responsible for verifying that all End Users accessing Your Content in the AWS GovCloud (US) Region are eligible to gain access to Your Content. You represent and warrant that you: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (US) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, you agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties."

Reference Attachment 4.



ATTACHMENT 4 – MODIFICATION AND EXCEPTION FORM

RFP19000698

Statewide Value-Add Resellers for Microsoft Azure and Amazon AWS Cloud Services

Instructions: Complete this form and submit with your RFP submittal if you are proposing modifications or exceptions to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Standard Contract Terms and Conditions or Special Terms and Conditions). See RFP Section 2.4.5 for a full explanation of the process surrounding Proposer-proposed modifications and exceptions.

Proposer must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Proposer must provide an explanation as to why the requirement, term, or condition should be considered non-material. Proposer must also provide a reason for the proposed modification or alternative language, specifically addressing the issue.

The determination of materiality will be made at the State’s sole discretion. Non-material modifications or exceptions may be negotiated with the Apparent Successful Proposer at the discretion of the State, and as otherwise provided in RFP Section 2.4.

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception
5	5.2.5	Standard Operating Condition for usage of AWS GovCloud	See Below	AWS Government Cloud Requirement
<p><i>"AWS GovCloud (US) Region Representations & Warranties. The AWS Services may not be used to process or store classified data. You are responsible for verifying that all End Users accessing Your Content in the AWS GovCloud (US) Region are eligible to gain access to Your Content. You represent and warrant that you: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (US) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, you agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties."</i></p>				

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5.2.6 Complies

DLZP Group has been an AWS Partners Since 2012 and provides value-added and reseller services for all AWS products, commercial and government, at present and will support future AWS product releases. DLZP Group specializes in the development of cloud native applications, the migration of existing on-premise applications, and the development of cloud business intelligence solutions including Data Lakes with integrated machine learning.

5.2.7 Complies

DLZP Group has been financially stable for greater than one year prior to the closure of this RFP.

5.2.8 Complies

DLZP Group has notified AWS of the application of **IDAPA 38.05.01.114**

5.2.9 Complies

DLZP Group is a woman- and minority-owned company in compliance with affirmative action and equal employment regulations.

5.2.10 Complies

DLZP Group's proposal was arrived at independently.

5.2.11 Complies

This proposal was developed by DLZP Group full time employees. DLZP Group has not utilized any 3rd parties to develop this proposal and has not or will not pay 3rd parties with respect to this proposal. DLZP Group understands any breach or violation of this term allows the State of Idaho to annul the contract without liability or at its discretion deduct from the contract price for any such fees, commissions or contingencies.

5.2.12 Complies

This proposal was developed by our in-house staff including our Technical Program Director, our Business Administrator, our VP of Research & Development and our President.

5.2.13 Complies

DLZP Group is not presently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.14 Complies

This proposal is firm and binding for 120 Days from the proposal opening date.

DLZP Group

Richmond, Texas 77406
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5.2.15 Complies

DLZP Group is proposing to resell and provide value-added services for Amazon Web Services.



Amazon Web Services, Inc. ▪ 410 Terry Avenue N. ▪ Seattle, WA 98109

May 28, 2019

State of Idaho
Department of Administration
Division of Purchasing
304 N 8th Street
P. O. Box 83720
Boise, ID 83720-0075

Re: Letter of Support

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support DLZP Group (DLZP) in its efforts to assist the State of Idaho for Bid Request RFP19000698 for AWS Services using the AWS Cloud. This letter confirms that DLZP is an AWS Partner Network (APN) Select Consulting Partner in good standing.

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support DLZP and we look forward to a long and productive partnership. If you have any questions, or require additional information, please contact Joseph Perugini, Partner Account Manager, at joeperu@amazon.com or 936-900-2118.

Sincerely,
Amazon Web Services, Inc.

Signature
Jane Lacy
AWS, Sr. Manager, Emerging Partners

5.3 CLIENT REFERENCES - COMPLIES

CLIENT REFERENCES									
<p>Proposers are to provide a minimum of three (3) verifiable clients who are currently purchasing either Azure or AWS (or both) through the proposer's value-added reseller services. Proposers may provide up to six (6) client references.</p> <p>Failure to provide three (3) verifiable clients will render the proposer's Proposal non-responsive and no further consideration given.</p> <p>The State will develop a standard set of interview questions that will be used for interviewing and evaluating all proposer clients. The State will invest three (3) State work days daily phoning a proposer's listed clients until three (3) clients have been interviewed. If after three (3) State work days the State is unable to contact and interview three (3) clients, the State reserves the right to deem the bid non-responsive and no further consideration given. The State prefers not to find proposers non-responsive. For all clients listed, please communicate to them the importance of the State being able to reach and...</p>									
CLIENT ID	FIRST NAME	LAST NAME	PHONE NUMBER	EMAIL ADDRESS	CLIENT COMPANY NAME	CITY	STATE	AZURE CLIENT?	AWS CLIENT?
C01	Nancy	DiMaio	631-330-5621	ndimaio@ciis.canon.com	Canon Information & Imaging Solutions Inc.	Melville	NY	NO	YES
C02	Cameron	Kelley	281-249-5405	ckelley@epiloguestystems.com	Epilogue Systems LLC	Fort Washington	PA	NO	YES
C03	Toni	Krueger	612-224-3957	toni.krueger@prcm.com	Pine River Capital Management	Minnetonka	MN	NO	YES

5.4 MINIMUM BUSINESS SERVICE REQUIREMENTS - COMPLIES

5.4.1 Customer Services - Complies

DLZP Group provides a well-defined, dedicated support cast for our clients. The primary contact is your Client Services Manager. DLZP will also provide dedicated Architects for systems application development. This team will then leverage a team of Functional, Technical and Development resources. Within our organization, we will also appoint a Technical Account Lead that will be the first point of contact for our customer facing team. All potential team roles for your project are depicted in in Table 1.

Table 1

Resource	Support Role
Client Services Manager	Dedicated Client Contact; if hosting, a dedicated Project Manager would be engaged during the engagement project.
Security Lead	Application and Infrastructure Security Subject Matter Expert
Systems Architect	Amazon Web Services Application Hosting
Technical Resources	DBA, Admins – System Builds and Ongoing Support
Application Architect	Application Specific – Design and Services Integration
Functional Resources	Application Specific – System Design and Development Requirements
Developers	Application Development
Training	Application Training and Knowledge Transfer

By design we work remotely to lower costs except for key project phases (onboarding, major migrations, new initiative design) where we will come onsite. DLZP Group can provide a larger on-site presence if required.

DLZP Group provides 24x7x365 support. DLZP Group’s support coverage is global, and all product platforms requested in this proposal are included in the support pricing model. DLZP Group has senior level support resources (2nd & 3rd level) available through internal or client escalation for issue resolution within the stated Trouble Resolution Response Times reference Table 2.

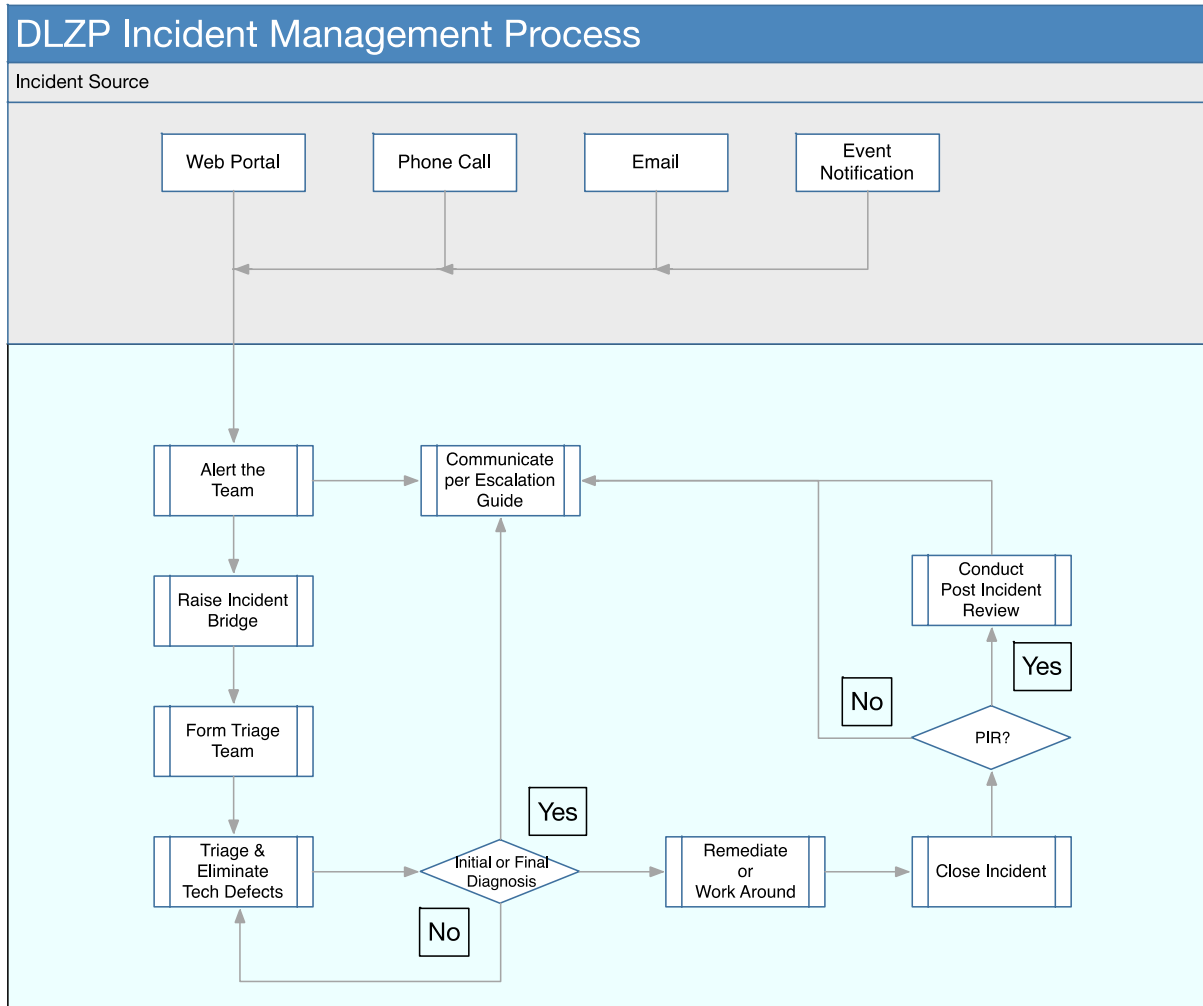
Table 2

Issue Severity	Response Time	Provided Resolution Targets
Critical: Any issue resulting in systems being down, impairing the ability of all users to access systems or impairing the ability to complete processing or critical activities on a timely basis. Data integrity is at risk.	1 Hour	DLZP Group will work to resolve or provide a work around within 2 hours of a customer request. Subject to fulfillment vendor support policies.
High: Time-critical processing is prevented, and/or a group of users are unable to function. The system is operational but in a severely restricted capacity and production is adversely affected.	4 Hours	DLZP Group will work to resolve or provide a work around within 8 hours of a customer request. Subject to fulfillment vendor support policies.
Medium: Application or system is still functioning with non-critical loss of functionality, or the problem affects processing, which is critical, but a workaround is available.	24 Hours	DLZP Group will work to resolve or provide a work around within 48 hours of a customer request. Subject to fulfillment vendor support policies.
Low: The problem is non-critical, and a workaround is available or reasonably scheduled in the future e.g. cosmetic issues or changes to functionality, enhancement requests requiring no development activity.	24 Hours	DLZP Group will work to resolve or provide a work around within 96 hours of a customer request. Subject to fulfillment vendor support policies.

5.4.1.1 Communications and Escalation Plan - Complies

Typical support methodologies include trouble tickets, email, telephone and web conferences. See Figure 1.

Figure 1



- DLZP Group will provide a single point-of-contact and keep that contact information current.
- DLZP provides 24x7x365 Support via our support portal, email, text or phone escalation. All incidents and requests are catalogued in our support portal.
- DLZP delivery managers will respond to all standard requests within one business day. Support requests will follow DLZP's published SLA. Reference Table 2.
- DLZP provides end-to-end operational implementation, production cutover, and ongoing management services covering both infrastructure solutions and application needs.

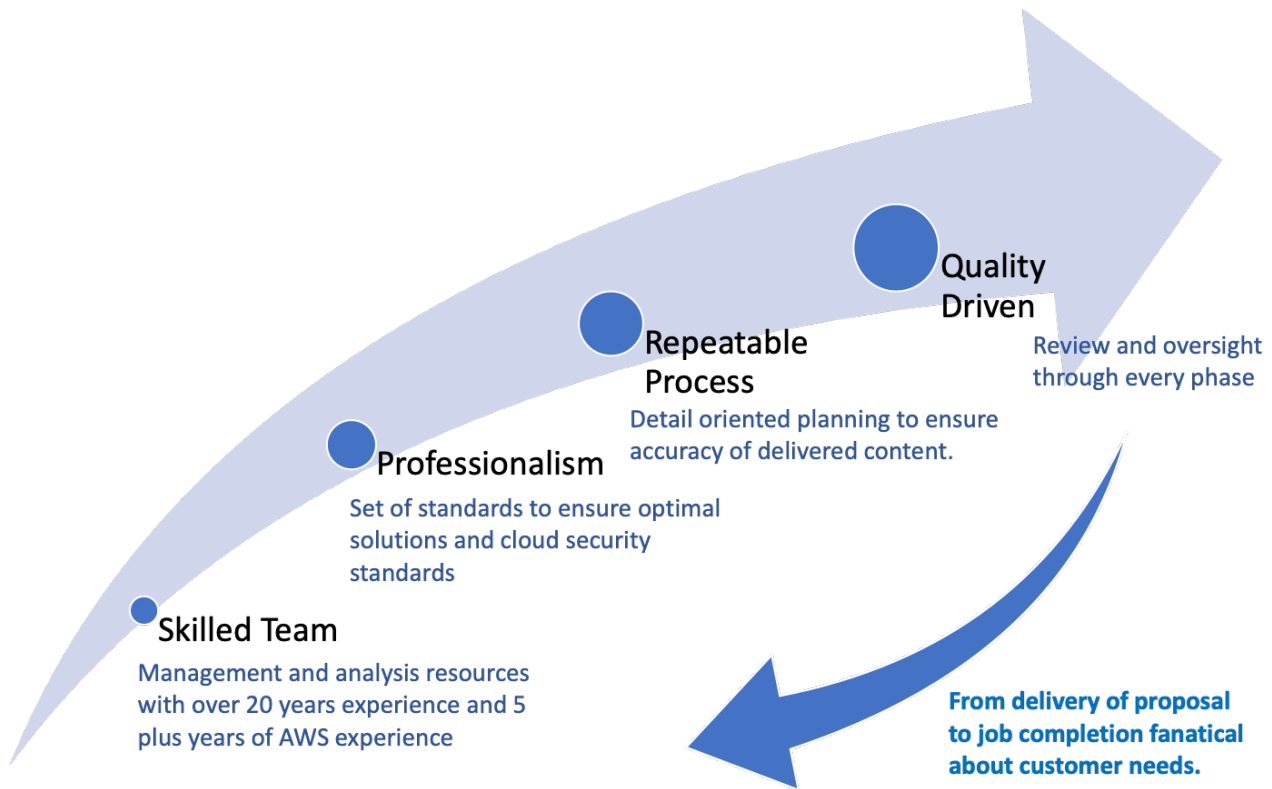
Table 3 - Escalation

Escalation	Contact	Name	Phone
Raise Initial Ticket	DLZP Support Queue	Client	-
First Level	Tech Support	TBD	-
Second Level	Client Services Manager	TBD	-
Third Level	VP of Engineering	David Brunet	(281) 912-3597 x102
Executive	President of DLZP	Lisa Brunet	(281) 912-3597 x101

5.4.1.2 Quality Assurance - Complies

Our Professional Services project approach deploys a team of DLZP Group experienced professionals available to guide every aspect of a cloud implementation project. A proven methodology is the foundation to the project's success.

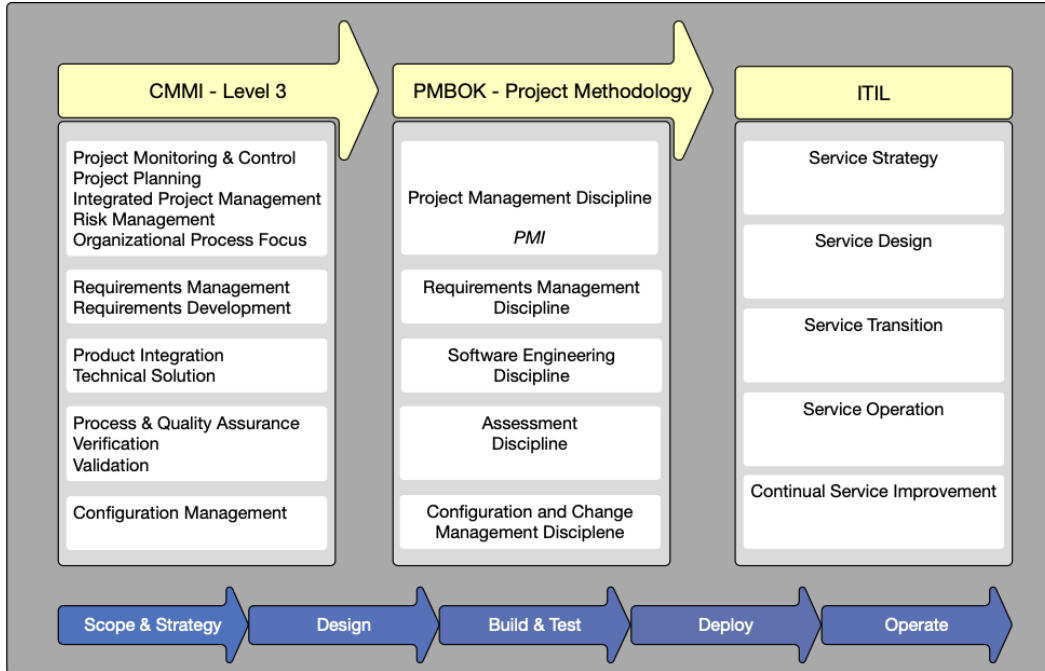
Figure 2



Quality Assurance:

DLZP Group delivers complete solutions using our delivery framework, incorporating disciplines from CMMI, PMI/PMBOK and ITIL quality assurance standards reference **Figure 3**.

Figure 3



All of our contracts follow a rigorous Quality Control and Management Process to provide accurate, consistent and timely delivery of services to ensure you receive the most cost-effective services. Our Quality Assurance review processes ensure that our technical and management teams maintain the highest quality solution and that we accurately report on SLA's that are fully documented and analyzed.

DLZP provides weekly status reporting during the onboarding and transition, and monthly progress reporting once the solution is operational. Operational reporting includes activities planned, as well as the status of deliverables and any identified risks.

5.4.2 – Complies

5.4.2.1 – Complies

Reference Section 5.4.1; information is kept current on our customer dedicated wiki-page.

5.4.2.2 – Complies

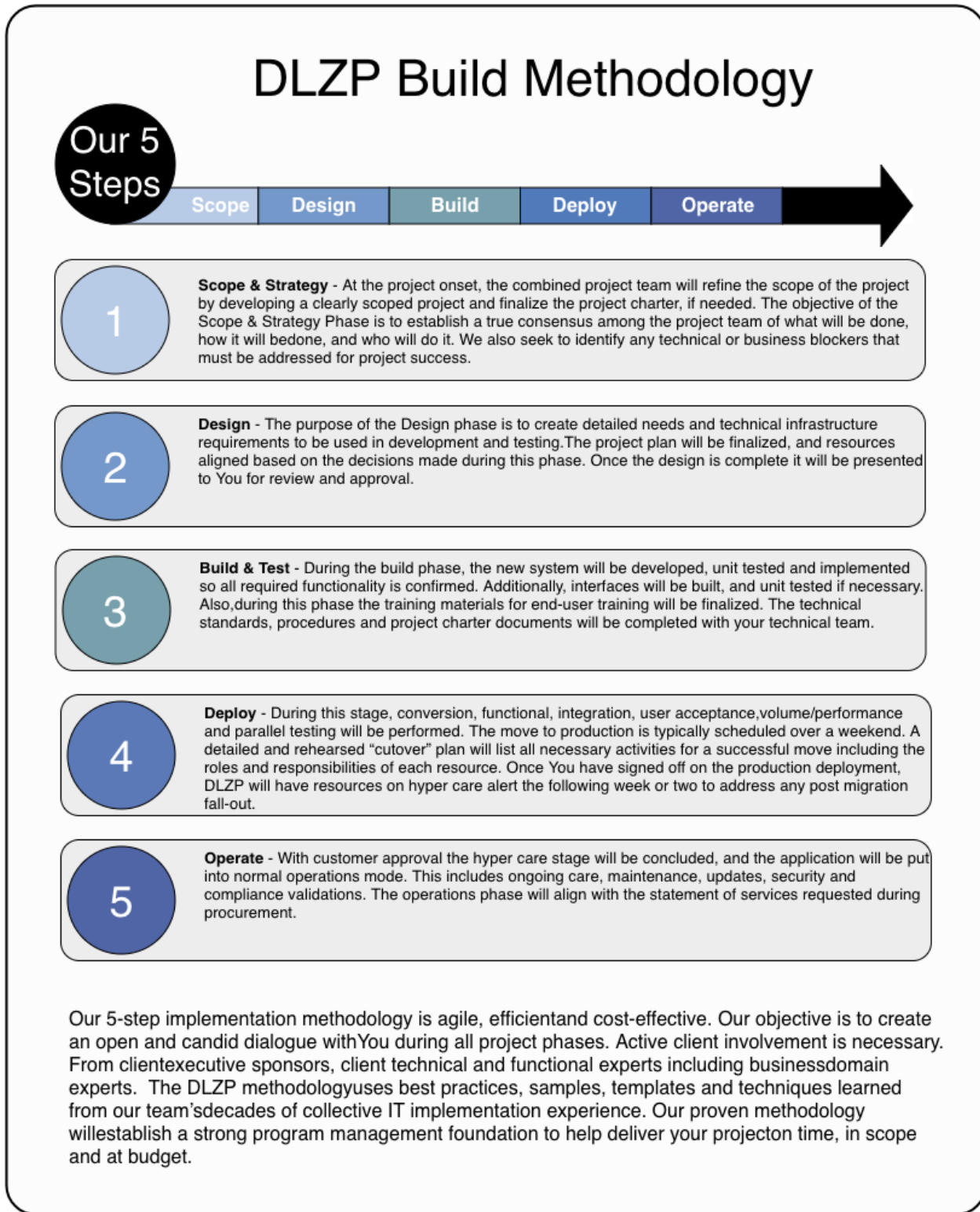
Standard Hours of Operation are 7:00 a.m. to 7:00 p.m. CST with 24x7 support for critical incidents. Planned maintenance support is scheduled off-hours per the client's time zone.

5.4.2.3 - Complies

Reference Table 2.

5.4.3 – Complies

Figure 4



DLZP Group has both a mature project methodology as depicted in Figure 4 above, as well as a cloud implementation process. Below we will take a look at our migration practices, but we have equally well-developed processes for cloud backup, disaster recovery, implementations of cloud native applications using serverless

technologies that dramatically reduce the cost of infrastructure and security compliance for public sector clients using NIST 800-53r4 as a foundation.

A migration practitioner’s approach to Technical Debt and how they perceive it has a direct bearing on the transformational costs of cloud adoption. We observe and treat technical debt as an anchor (Figure 4) inside a waterfall methodology with a 100% complete inventory due-diligence tollgate as the single exit from the discovery phase of a migration project.

Given our experience we understand IT organizations still have a day job to keep the lights blinking before they move a single IT system. With our agile approach we segment IT workloads into common buckets from easy to complex, this allows DLZP Group to invert the technical debt curve (Figure 5) and help you perform rapid early migrations to use as momentum builders while tackling the more difficult systems during discovery in separate workstreams. We find this early momentum infectious to the organizations success on the projects we have supported.

Figure 5

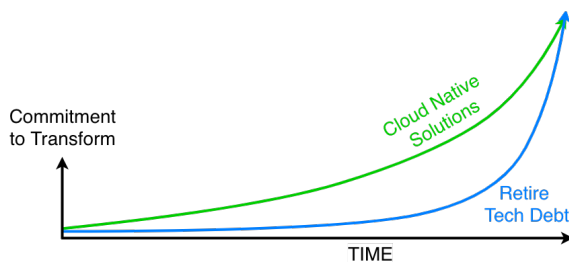
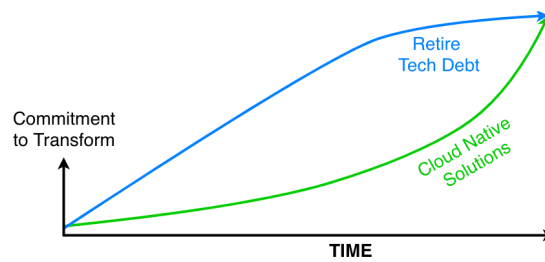


Figure 6



DLZP Group parses your infrastructure into multiple subgroups with similar migration patterns to obtain a rapid launch to your migration project. **Eligible** systems are already virtualized with well-defined application boundaries and known application and data dependencies. **Friendly** systems are n-tier solutions (Web, App, DB) with known service integrations and data dependencies. **Complex** system examples include ERP and other solutions that are multi-tiered, require high-availability and DR services, and are heavily integrated with many 3rd parties both within and external to the company’s firewall. DLZP has a strong advantage in this arena as we pioneered hosting complex ERP systems and have been hosting them at AWS since 2012. **Retire-In-Place** systems include hardware appliance-based solutions, Non-x86 workloads, and those workloads having hostile licensing contracts for cloud off-premise solutions.



We establish a migration pattern based on your business needs typically on weekends with support for testing post move. This is done in batches depending on the migration method that is a best fit for a particular workload e.g. Eligible, Friendly, Complex. At our disposal is **Rehost** (lift & shift), **Re-platform** (lift, tweak & shift), Repurchase (drop & shop) when a different licensing model would be more advantages in the cloud; **Refactor/Re-architect** – typically for complex business-critical systems like ERP solutions; and finally some systems will be **Retired-In-Place**.

Many tools are at our disposal to automate migration phases, but we are not dependent on a tool to move any particular type of system to achieve success. Tools exist to support the discovery phase, migrations including rehost and re-platform, as well as database migrations.

But tools alone won't solve the intricate choreography necessary to move systems with network and 3rd party dependencies. These needs are addressed with mature migration scripts with proven track records. We would be remiss not to mention we always plan for failure and have a backout plan tested and ready if needed. On rare occasions we exercise a backout plan and move a system on a later day, but we can attest to 100% success for all our migration projects.

Timelines are highly variable depending on the subgroup the application falls into. To ensure the least possible cost and shortest timeline, DLZP Group builds all of its cloud infrastructure with code. This code is reusable within each subgroup discussed above. This code has been optimized to ensure the highest level of security is instantiated into your cloud environment at the outset.

Figure 7 - Sample Project Timeline

Phase	Task	Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Scope & Strategy	1																
2	Design	4																
3	Build & Test	8																
4	Deploy	2																
5	Operate	On-going																
	Support Commences																	

Our methodology has been proven across many business entities in both private and public sectors, including city, county and state institutions, primary schools and higher education with organization sizes ranging from a few hundred people to many hundred-thousand.

5.4.4 - Complies

Cloud Support Value-Added Services for AWS – Commercial and Gov Cloud	
Service Title	Description
Bundled Service Plans (See additional descriptions in ala carte section below)	
Infrastructure Managed Services Advanced (IMSA)	Advanced Compliance Framework: provides all elements needed to meet the customers required security framework e.g. PCI, HIPAA, FEDRAMP/NIST. And 24x7x365 support of your infrastructure components, proactive-maintenance of service elements, including: Advanced Monitoring, Advanced Security, Billing, Monitoring & Notification, Patch Management and SLA Management. (Provides 1x Monthly Maintenance Cycle)
Infrastructure Managed Services (IMS)	Standard Security Framework: Infrastructure Managed Services (IMS) provides all of the core Infrastructure components found in our IMSA service minus the advanced security compliance framework for applications that don't require PCI, HIPAA, NIST/FEDRAMP type compliance. 24x7x365 support of your infrastructure components, proactive-maintenance of service elements, including: Billing, Monitoring & Notification, Patch Management and SLA Management. (Provides 1x Monthly Maintenance Cycle)

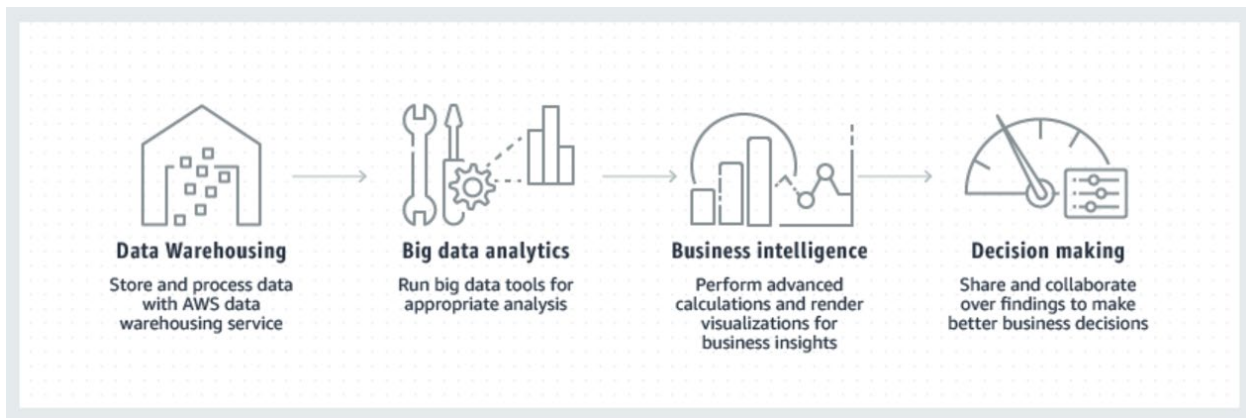
Application Management Services (AMS)	Full Lifecycle application support including USER moves, add, changes; security federation with other IAM assets etc. roles and groups permission-based integration with infrastructure services if germane. Application patches maintenance and updates. (Does not include application major release upgrades; Provides 1x Monthly Maintenance Cycle)
Serverless Application Management Services (SAMS)	The newest cloud paradigm offering dramatic savings over n-tier (Web, App, Database) application hosting methods. Complete support for serverless designed applications utilizing native AWS microservices. (Provides 1x Monthly Maintenance Cycle)
DevOps and CI/CD Development Environments (DODE)	A pre-configured environment, customized to customer development needs, allowing for continuous integration, continuous deliver and full lifecycle DevOps support. This includes the use of orchestration tools, code repositories, testing suites, workflow management, service deployment. Additional AWS service fees might apply. (Provides 1x Monthly Maintenance Cycle)
A la Carte Services & Descriptions if a bundled plan is not chosen from above.	
Advanced Monitoring / Performance Management	Application, transactional, synthetic and additional performance management and monitoring services will be configured to support customer application needs, systems and environments. Additional AWS Fees will apply for the services that are needed. (Maintenance/Upkeep Cycle Monthly)
Advanced Security Services	Customer specific advanced security services including data loss prevention, advanced identity management services, security assessments, continuous security monitoring and additional services are configured and maintained within cloud environments. Additional AWS Fees will apply for AWS services that are needed.
Billing (Standard)	The level of billing detail is flexible and may be configured to support customer requirements and used for chargeback purposes.
Monitoring and Notification	Basic Monitoring (Instance Health, Connectivity); Additional Fees apply for custom monitoring metrics and/or integration into client supplied monitoring services (choose Advanced Monitoring/Performance Management to meet those needs).
Patch Management for OS	Tracking patch updates and applying operating system patches that includes the complete assessment and testing of patches prior to applying them. (Provides for 1x Monthly OS Patches)
Antivirus (AV) Management	Antivirus management provides protection against malware by ensuring that the AV software is installed, maintained with current malware signatures. When malware is detected we proactively ensure quarantine and an incident ticket is automatically created for the remediation of the issue. Audits are performed to ensure individual server compliance. If client doesn't have a cloud AV Subscription, DLZP can deploy Trend Micro Deep Security. https://aws.amazon.com/marketplace/pp/B01LXMNGHB Setup fee of \$25 / Instance. (Maintenance via IMSA or IMS plans or if Stand-alone choose Incident Response for maintenance activity)

Backup Services (Standard)	Backup services provide for system, environment, data and cloud services backups and restores. Backups are stored within the customer cloud environment and all data costs associated with backups are part of the customer cloud environment costs.
Database Management Services/RDS	Database management is available for industry leading database vendors on the AWS RDS platform. Amazon RDS is available on several database instance types - optimized for memory, performance or I/O - and provides you with six familiar database engines to choose from, including Amazon Aurora, PostgreSQL, MySQL, MariaDB, Oracle, and Microsoft SQL Server. Database specific backup services may also be provided upon request. (Provides 1x Monthly Maintenance Cycle)
Database Management Services/EC2	Full lifecycle database management is available for industry leading database vendors on a standalone server. This includes monitoring, maintenance, patching and security assessments for these databases. This service can also provide the customer with database specific availability or performance service level agreements. Database specific backup services may also be provided upon request. (Does not apply to AWS RDS supported databases; Provides 1x Monthly Maintenance Cycle)
Disaster Recovery Services (by Application)	Disaster recovery services provides full planning, environment configuration, annual testing and execution of a disaster recovery solution which encompasses customer applications, systems, and environments to provide out of region resumption of service. (Provides support for 1 DR Test/Year)
Enhanced Data Encryption Services	Enhanced Data Encryption Services examples include: <ol style="list-style-type: none"> 1. Use of hardware security modules 2. Database and/or Application Level 3. Key management and key rotation services
Incident Response	This service provides analysis, tracking, and corrective actions for issues impacting customer environments and infrastructure. Support is provided 24x7x365 through email, phone support, and the web. Ticket status change notifications are provided back to customers automatically. Customers have access to tickets and status reports for incidents and problems through the DLZP Portal. 3 hours Max Support per Incident non-IMS/IMSA subscribers. (Waived for IMS/IMSA/SAMS/AMS/DODE consumers meeting monthly minimums)
Log Aggregation Setup	Log Aggregation is utilized to capture IaaS native Logs e.g. Cloud Trail, system, application and firewall logs and object files for troubleshooting and analysis. Alerts are generated for critical events and key performance indicators within the environment to trigger operational response. Service Cost is for the Deployment of the feature to the instances and 1x Monthly Maintenance, additional AWS Fees will apply for the services that are related.
Log Aggregation and Analysis	The Log Aggregation and Analysis service is utilized to analyse all captured events, logs, audit and monitoring meta data provided by operating systems, platforms, networks, applications and infrastructure. Analysis looks for key events within the environment that would disqualify security compliance conformance or identify bad actions or actors that impact the system both internally and externally as well as to help customers prepare for compliance audits. Additional SIEM solutions might be recommended to fulfil customer

	business needs. (Waived for IMSA subscribers; 3 hours max Support per Incident non-IMSA subscribers)
Web Management Services and CDN	This service provides monitoring, availability, maintenance, security and configuration management for web applications and content delivery. This includes the operations and management of AWS CDN network services as well. We will provide proactive security monitoring of the site distribution, availability monitoring, including optionally available outside availability and performance. Environment and applications patching (limited to minor patches of supported products, major version upgrades not included) and configuration management of changes to the site distribution. For CDN services this will include configuration, monitoring, availability and maintenance of the CDN services. (Provides 1x Monthly Maintenance Cycle)

Public Sector & Education Solutions

- Cloud Apps & Work Spaces – eliminates capital investment in student lab infrastructure; provides student home study via a browser. Recapture weeks in syllabus time eliminating custom builds on lab equipment. Equivalent benefits across the spectrum of public sector work space needs.
- Data Interoperability and Equitable access across disparate applications – Low, low cost data lakes (cloud data warehouse), data analysis tools and dashboards including machine learning
- Security baked-in, with more control than on-premise solutions.
- Education Focused Business Intelligence – AI & Machine learning can predict outcomes with a high degree of accuracy for 95% less than the next closest solution. One school district is looking at fleet maintenance costs based on the weather to improve their expense spending.
- Build tomorrow's workforce with AWS Academy with in-demand AWS Certifications.
- Lowest Cost Data Archiving, Storage and Disaster Recovery solutions for on-premise apps.
- State & Local Government Solutions for Health and Human Services, Justice and Public Safety, Elections, Transportation



Education Use Cases on AWS

- Development and Test
- University and departmental websites
- Learning/course management systems, Distance Learning, Massive Open Online Courses (MOOCs)
- High Performance Computing (HPC) Storage and Backup
- Data Archival/Collaboration
- Disaster Recovery
- Student information system software
- Virtual desktops
- Data center migrations
- Student lab environments

6.1 MANDATORY COST PROPOSAL - COMPLIES

See Attachment 7.

6.2 COMPLETING MANDATORY COST PROPOSAL - COMPLIES

6.2.1 – Complies

Azure Cloud Pricing – Not Applicable

Azure Value-Added Services – Not Applicable

AWS Cloud Pricing – Complies

AWS Value-Added Services – Complies; Provides Consulting, Design, Deployment, SOW & Training rates.

Tab Added: DLZP – Support Pricing; Provides DLZP Group Value-Added Services break down for ongoing support.

Tab Added: DLZP – Support Services; Provides Service Descriptions for Value-Added Services

6.2.2 – Complies

6.2.2.1 – Azure Cloud – Not Applicable

6.2.2.2 – AWS Cloud (Commercial, Gov, Educational) – Complies

6.2.2.3 – Travel Costs are not included in hourly or service rates – Complies

6.2.2.4 – AWS Educational Services are Included – Complies

6.2.3 – Azure Cloud Services Not Applicable

6.2.4 – AWS Cloud Services – Complies

6.2.4.1 – AWS Cloud Pricing Tab – Complies

6.2.4.1.1 – AWS VAR Part 1 – Complies

6.2.4.1.2 – AWS VAR Part 2, 3, and 4 – Complies; Discounts listed are minimum discounts.

6.2.4.1.3 – AWS VAR Part 5, 6, and 7 Educational – Complies; Discounts listed are minimum discounts.

6.2.4.2 – AWS Value-Add Services Tab

6.2.4.2.1 – Value Add Services – Complies

6.2.4.2.1.1 – Consulting & Advisory Services – Complies

6.2.4.2.1.2 – Architectural Design & Transition Services – Complies

6.2.4.2.1.3 – Deployment Services – Complies

6.2.4.2.1.4 – Statement of Work Services – Complies

6.2.4.2.2 – (Optional) Value-Add Reseller Services – Complies

6.2.4.2.2.1 – Training Services - Complies

6.2.4.2.2.2 – Partner Services – Not Applicable

6.2.4.2.3 Other AWS VAR Value-Add Services (Optional); – See Additional Tabs, DLZP Support Pricing, and DLZP Support Service (Service Pricing Descriptions) - Complies

COMPANY INFORMATION

DLZP Group is focused on implementing, migrating, hosting, developing and managing applications in the AWS Cloud. We are a leader in deploying Applications into the AWS Cloud and we were a founding member of the AWS Test Drive Program. In addition, we have been providing Cloud Development, Implementation and Managed/Hosting Services since our inception; and our consultants, on average, have 20 years' of experience solving business problems with sustainable technologies.

What DLZP Group offers you:

- A comprehensive Team Approach with an emphasis on clear communication and flexibility.
- Exceptional customer service as you will find from our references.
- An innovative spirit that strives to lead the industry.
- A focus on understanding your business objectives and realizing a significant Return on Investment (ROI).
- A methodology that focuses on cost and time efficiency and superior performance.

DLZP Group is experienced to deliver your project based on the following key differentiators:

Deep PeopleSoft Expertise - Our PeopleSoft experience is in-depth, comprehensive and proven. Our team consists of PeopleSoft Technical, Functional and Development experts, who offer their unparalleled knowledge of PeopleSoft HCM and FSCM to facilitate highly effective, low-overhead Oracle solutions. In the past seven years, we've performed 20 successful PeopleSoft 9.2 implementations, upgrades and/or updates across all business sectors. This includes work in the public sector and specifically education and higher education clients with up to 500,000 plus employees.

Deep Development Expertise - Our development experience is in-depth, comprehensive and proven. Our team consists of Web Technical and Functional experts and Data Scientists, who offer their unparalleled knowledge of data analysis processes, machine learning, and front-end design support, to provide simple methods for professionals and the public to interact with and visualize data effortlessly.

Support Service Specialists – With our Support Service offering, we have always recognized the importance of expert support available when needed. Our Service provides this support in the most cost-effective way possible – On Demand. Our team is well-versed in new Cloud offerings and has had ample experience providing testing and production support.

Managed/Hosting Experience – DLZP was one of the first to prove Oracle ERP products could be successfully hosted on AWS. We co-authored whitepapers and partnered on developing some of the first ERP test drives with Amazon back in 2013. We leveraged our experience with these highly crucial ERP systems and partnered with AWS to improve RDS PaaS service offerings for Oracle and other RDS products. We built on that experience to build world class data analysis and machine learning systems to help clients take advantage of data they already possess to further their business intelligence needs.

OUR AWS PARTNERSHIP



Our founders saw the emergence of Cloud Services as an opportunity to change the managed services market-place based on customer feedback they had received as consultants in the 2000s. DLZP Group, founded in 2011, invested the time and capital to develop advanced cloud solutions to help our customers keep pace in the cloud compute era. DLZP Group discovered early on that adopting cloud solutions enabled a much more efficient technology proposition. Intent on differentiating DLZP from the existing managed services crowd, and in contrast to existing people-intensive, managed services billing models, our founders pursued the development of low-touch, high-availability, highly-automated cloud environment offerings.

With that in mind, DLZP sought to leverage all the automation tools in the AWS portfolio to provide low-maintenance customer solutions. This investment not only lowers implementation costs for our customers, it also lowers the cost to operate and maintain the solution once built. With Amazon, companies can choose to only pay for what is used with no up-front expenses or long-term commitments, making AWS a cost-effective way to deliver applications.

DLZP Group is proud of our 100 % repeatable success migrating customers' applications and data centers onto the AWS Cloud and our extensive expertise in optimizing cloud build environments for maximum efficiency, scalability, high availability and security. It takes an agile and innovation-focused mindset to take full advantage of the ongoing leaps in technological advances AWS is known for, and as a result of our investments, DLZP Group is able to provide our clients with a future-proof investment in Cloud Applications and Infrastructure.

Thank you for considering us.