



## Idaho Division of Purchasing

### Statewide Blanket Purchase Order

#### Purchase Order Summary

**Purchase Order Name:** IT Security Products  
**Contract Number:** SBPO20231549  
**Contract Value:** 100,000.00 USD  
**Purchase Order Date:** 1/30/2023  
**Submitted By:** Bob Morlan

#### Instructions

#### NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for IT Security Products, awarded on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, pursuant to ITB 20231784. This Contract shall be for the period noted above, and may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the ITB.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Nick Bell

Phone: +1 208-577-7172

E-mail: [nbell@vlcmtech.com](mailto:nbell@vlcmtech.com)

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this SBPO will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This SBPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Bid (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This SBPO
2. The State of Idaho's sourcing event, 20231784
3. The Contractor's signed Bid

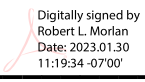
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**Products Awarded:**

**Juniper Networks, Rapid 7, Tenable Network Security**

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**Signature** :Bob Morlan

**Signed By** : Morlan  Digitally signed by  
Robert L. Morlan  
Date: 2023.01.30  
11:19:34 -07'00'



**STATE OF IDAHO  
DIVISION OF PURCHASING  
FOR  
OFFICE OF INFORMATION TECHNOLOGY SERVICES**

**Invitation to Bid (ITB) 20231784  
INFORMATION TECHNOLOGY SECURITY RELATED PRODUCTS**

● **ITB ADMINISTRATIVE INFORMATION**

ITB Title:	Information Technology Security Related Products
ITB Project Description:	Information Technology Security Related Products and Support. This includes minimum required support, and other additional support (i.e., maintenance, technical support and professional services)
ITB Lead:	Bob Morlan, Purchasing Supervisor Division of Purchasing Bob.morlan@adm.idaho.gov 208-332-1611
Submit electronically via IPRO:	Electronic Submission <a href="#">IPRO LOGIN</a>
Deadline to Receive Questions	Friday September 9, 2022 at 11:59:59 PM Mountain Time
ITB Closing Date:	See IPRO Header Document
ITB Opening Date:	10:30 am MT the business day following ITB Closing Date
Target Award Date:	October 14, 2022
Initial Term:	The initial term of the Contract will one-year. Upon mutual, written agreement of the parties, the Contract may be renewed, extended, or amended for four additional one-year periods. The anticipated total Contract term is five (5) years.

**THE ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE’S STANDARD CONTRACT TERMS AND CONDITIONS WILL APPLY TO THE CONTRACT(S) THAT RESULT FROM THIS SOLICITATION.**

**1 PURPOSE**

The Idaho Office of Information Technology Services (ITS), by and through the Division of Purchasing (DOP), is requesting Bids from qualified vendors for Information Technology Security Related Products as detailed in this Invitation to Bid (ITB). The purpose of this competitive ITB is to maximize the value received by the state of Idaho (“the State”) with attendant benefits to the citizens.

**2 BACKGROUND**

ITS was created to increase efficiency in information technology services across state agencies, enabling agencies to focus on their core missions rather than being IT providers. ITS provides dedicated IT services along with state-of-the-art cybersecurity operations to promote consistent security across agencies. The ITS team proposes security policies, standards and guidelines, provides on-going educational opportunities for state employees, and serves as the primary point of contact for the State of Idaho with national organizations such as the Multi-State Information Sharing and Analysis Center and the U.S. Computer Emergency Response Team. The team also

manages the technical infrastructure protecting our state's Internet access to include the management of firewalls, virtual private networks, intrusion detection systems and other security technologies.

### 3 GENERAL SOLICITATION INSTRUCTIONS

- 3.1 This Solicitation is issued by the State via the State's eProcurement system, IPRO: <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateofIdaho>. The Solicitation includes all sections of the IPRO Sourcing Event and all attachments. From the issue date of this ITB until a contract is awarded or the ITB is cancelled, vendors are prohibited from communications regarding this ITB with ITS staff or other state employees or officials, other than the ITB Lead and Division of Purchasing, except during formal solicitation events (including the pre-bid conference, demonstrations, and negotiations) or challenges defined in Idaho Code 67-9232.
- 3.2 If it becomes necessary to revise any part of this ITB, amendments will be posted to IPRO. It is the vendor's responsibility to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB will not be relied upon. All changes to this ITB must be in writing and posted to IPRO to be effective.

### 4 PRE-BID CONFERENCE (NOT APPLICABLE)

### 5 INQUIRIES

Questions and other correspondence must be submitted using the IPRO Q & A Board or in writing to the ITB Lead using **Attachment 3 – Bidder Questions**. **QUESTIONS MUST BE RECEIVED BY 11:59:59 PM MOUNTAIN TIME ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION**. Official answers to all written questions will be posted to IPRO utilizing the Q & A Board or as an Amendment to the ITB. Response times for answering questions may vary. The State will make every effort to answer questions in a timely manner; however, the State will not guarantee a specific response time and does not guarantee that questions will be answered in the order received.

### 6 REQUESTED MODIFICATIONS AND SPECIFICATION APPEALS

- 6.1 Requested Modifications. Any request to modify the contract terms found in the Prerequisites section of IPRO or any of the requirements in this ITB must be submitted in writing using **Attachment 4 – Modifications and Exceptions Form** by the deadline for submitting questions, identified in the **ITB Administrative Information** on page 1 of this document. The State will not consider proposed modifications after the date and time set for submitting questions. The State cannot agree to material changes to the requirements, terms, or conditions after the ITB closes. Bids which are conditioned on the State accepting terms and conditions not found in the ITB, or which take exception to the State's terms and conditions, will be found non-responsive and no further consideration will be given to the Bid.

### 7 SUBMISSION INSTRUCTIONS

- 7.1 General Instructions

- 7.1.1 Bids must be submitted electronically via IPRO, as detailed in **Section 7.3**.
  - 7.1.2 Bidders must complete all mandatory sections of this Solicitation. Failure to respond to a mandatory section, to meet mandatory specifications, or to provide required information, may result in your Bid being deemed non-responsive.
  - 7.1.3 Alternate bids are not allowed.
  - 7.1.4 All uploaded files must be in Microsoft Word or Excel format; the only exceptions are for financial documents, brochures, or other information only available in an alternate format.
- 7.2 Trade Secrets and Non-Public Information. The Idaho Public Records Act, Idaho Code title 74, chapter 1 (the “Act”) requires disclosure of public records, which generally includes vendor responses to Solicitations. The Act provides certain exemptions from disclosure, including for “trade secrets.” The Act defines 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.” The Act also defines other records that may be exempt from public disclosure. In addition to marking each page of the document with a trade secret or other exemption notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:
- 7.2.1 Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” or “exempt from disclosure” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” or “exempt” 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” or “exempt from disclosure.”
  - 7.2.2 Submit a redacted copy of the Proposal with all trade secret and exempt information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.
  - 7.2.3 Provide a separate document entitled “List of Redacted Trade Secret and Exempt Information” which provides a succinct list of all trade secret and exempt 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 and how the exempting the material complies with the Act.

### 7.3 Electronic Submission via IPRO

- 7.3.1 Respond to all mandatory questions as directed, including uploading required documents. Be sure to carefully follow instructions and provide all required information.
- 7.3.2 Enter pricing information in the Items section of IPRO.
- 7.3.3 The Bidder for Bid evaluation and award purposes is the entity profile under which the Bid is submitted in IPRO, which must be the same legal entity presented in the uploaded response materials. If the entity identified in the Cover Signature Page (see **Question 1** in the Question section of IPRO) differs from the profile under which the Bid is submitted in IPRO, the ITB Lead may work with the Bidder to take such actions as are necessary to correct the irregularity.

## 8 COST

- 8.1 **Bid Price.** Submit your offered Bid price in the Items section of IPRO. The offered price must be **fully burdened** to include all costs including, but not limited to: overhead, salaries, materials, taxes, shipping costs, other administrative costs, etc.
- 8.2 **Price Adjustments.** There shall be NO price adjustments permitted during the initial one-year term of this contract. The Contractor will be permitted to request a price adjustment at time of annual renewal. A request for a price increase not to exceed five (5) percent may be submitted at least thirty (30) days prior to the time for annual renewal and must include detailed justification for the desired increase. The State reserves the right to deny any request for a price increase, or to approve an increase less than the five (5) percent requested. Any request timely submitted at least thirty (30) days prior to annual renewal and approved will be effective upon annual renewal of the contract. Any untimely requests (i.e., not submitted at least thirty (30) days prior to annual renewal) will not be considered, unless the State determines that it is in the best interest of the State to do so.
- 8.3 **Updates to a Manufacturer's Price List.** A Contractor will be providing percentage discounts for a particular Manufacturer (as noted in Section 9.2). Therefore, if after contract award, a particular Manufacturer issues updates to its Manufacturer's Price List, the Contractor must provide an electronic copy of the replacement Manufacturer's Price List to the Procurement Contact at the Idaho Division of Purchasing. For proper handling, replacement lists will need to include a reference to the bid number. Any such updates will not apply to an existing contract, unless and until the update is approved by the State.

## 9 EVALUATION AND AWARD

9.1 Evaluation process

9.1.1 All Bids will be reviewed first to determine if they meet the mandatory submissions requirements and specifications of the ITB. Any Bid not meeting the mandatory submission requirements or specifications may be deemed non-responsive and receive no further consideration.

9.1.2 All responsive Bids will be evaluated based on the offered Bid Price and any applicable preferences.

9.1.3 Pursuant to IDAPA 38.05.01.081, the ITB Lead may, in the State’s sole discretion, require the apparent low cost Bidder to provide documentation to demonstrate its responsibility. The ITB Lead may request documentation including, but not limited to: credit or financial reports and customer references. Failure to provide requested documentation may result in the Bid being deemed non-responsive. Nothing herein shall prevent the State from using other means to determine Bidder’s responsibility.

9.2 Award. Award of contract(s) will be made, by line item or all to one as determined to be in the best interest of the State, to the lowest responsible Bidder, deemed to be the responsive and responsible Bidder offering the lowest Bid Price. The State reserves the right to award multiple contract pursuant to Idaho Code section 67-9211. The following criteria shall be considered for evaluation:

<b>EVALUATION CRITERIA FOR EACH MANUFACTURER/LINE ITEM (See Appendix A, Items 5.1 to 5.38)</b>	<b>MAXIMUM POINTS POSSIBLE</b>
INITIAL TERM PRICING DISCOUNT	25
ANNUAL RENEWAL PRICING DISCOUNT	25
MAINTENANCE HOURLY RATE	10
TECHNICAL SUPPORT HOURLY RATE	10
PROFESSIONAL SERVICES – ONSITE HOURLY RATE	8
PROFESSIONAL SERVICES – OFFSITE HOURLY RATE	8
BEST VALUE - MULTIPLE MANUFACTURERS	14
<b>TOTAL MAXIMUM POINTS POSSIBLE FOR EACH LINE ITEM</b>	<b>100</b>

9.2.1. For Initial Term Pricing Discount, for each Manufacturer listed (in Appendix A, Items 5.1 to 5.38) for whom the Bidder can provide the required products, the Bidder will provide a Percentage Discount off Manufacturer's List Price for Product Purchase/Initial Subscription (during the initial one-year contract term). If multiple discounts are provided, for the purposes of evaluation, the Bidder will be scored based on the lowest discount.

The bid with the highest percentage discount for each line item shall receive 25 points. The remaining bids for the same line item will be assigned a proportional amount of the points as follows:

25 X A bidder's discount for a particular line item (for initial pricing)  
The highest discount for that line item (for initial pricing)

9.2.2. For Annual Renewal Pricing Discount, for each Manufacturer listed (in Appendix A, Items 5.1 to 5.38), for whom the Bidder can provide the required products, the Bidder will provide a Percentage Discount off Manufacturer's List Price for Product Renewals/Ongoing Subscription (after the initial one year term). If multiple discounts are provided, for the purposes of evaluation, the Bidder will be scored based on the lowest discount.

The bid with the highest percentage discount for each line item shall receive 25 points. The remaining bids for the same line item will be assigned a proportional amount of the points as follows:

25 X A bidder's discount for a particular line item (for renewal pricing)  
The highest discount for that line item (for renewal pricing)

9.2.3. For every type of support service (i.e., Maintenance, Technical Support and Professional Services – onsite and offsite), for each Manufacturer listed (in Appendix A, Items 5.1 to 5.38), for whom the Bidder can provide the required products, the Bidder will provide the hourly rate for that particular type of service (i.e., Maintenance, Technical Support, or Professional Services). This hourly rate shall be the maximum rate which the Contractor can charge a State entity for that type of service, but a lower rate can always be charged. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate for each type of service.

The bid with the lowest hourly rate for each type of service (i.e., Maintenance, Technical Support, or Professional Services) for each line item shall receive the appropriate maximum points outlined in the EVALUATION CRITERIA TABLE in 9.2. The remaining bids for the same line item will be assigned a proportional amount of the points as follows:

Max Points X The lowest hourly rate for a service for a particular line item  
A bidder's hourly rate for that service and line item

9.2.4. For Best Value - Multiple Manufacturers

The bidder who can actually provide access to multiple Manufacturers (as identified in Appendix A, Items 5.1 to 5.38) as part of one contract will receive 14 points. The remaining bids will be assigned a proportional amount of the points as follows:

14	X	<u>Number of Manufacturers offered in a particular bid</u> The highest number of manufacturers provided across all bids
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Note: IDAPA 38.05.01.074.03 and 38.05.01.091.05 allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification of Bidder’s responses and to engage in discussions or negotiations as determined to be in the best interest of the State and permitted by IDAPA 38.05.01.084.

**10 SPECIFICATIONS**

Agency is seeking Information Technology Related Security Products as detailed in **Appendix A – Specifications/Scope of Work**. The Property offered must meet all Specifications/Scope of Work requirements detailed in **Appendix A**. Respond to **Question 2** (in the Questions section of IPRO) to confirm compliance.

**11 DELIVERY**

Contractor must deliver Property, FOB Destination, to the location(s) detailed below. Delivery must be made within fifteen (15) business days after receipt of order (ARO).

**12 TERM**

- THE INITIAL TERM OF THE CONTRACT WILL BE ONE-YEAR. UPON MUTUAL, WRITTEN AGREEMENT OF THE PARTIES, THE CONTRACT MAY BE RENEWED, EXTENDED, OR AMENDED FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS. THE ANTICIPATED TOTAL CONTRACT TERM IS FIVE (5) YEARS.

**13 WARRANTY**

Contractor shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

In addition, Contractor shall coordinate with all Manufacturers to warranty that no copy of any licensed software provided to the State, under any Contract awarded, contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty shall be referred to as the “No Surreptitious Code Warranty.”

- "Self-Help Code" means any back door, time bomb, drop-dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access) for purposes of maintenance or technical support.
- As used in this contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State. Contractor shall defend the State against any claim and indemnify the Commonwealth against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

#### **14 CONTRACT MONITORING**

CONTRACT MONITORING SHALL BE CARRIED OUT BY PARTICIPATING AGENCIES IN ACCORDANCE WITH THE CONTRACT ADMINISTRATION PROCEDURES ESTABLISHED BY THE IDAHO DIVISION OF PURCHASING (DAP).

**APPENDIX A – SPECIFICATIONS/SCOPE OF WORK**  
**Information Technology Security Related Products**

**1. Procurement Overview**

The State is seeking qualified vendors to provide the specific IT Security Related Products outlined in this document. The following rules apply to this procurement:

- Each Bidder may bid on any of the Manufacturers without having to bid on all Manufacturers. The word “Manufacturer” as used in this ITB shall also mean the publisher of a particular product.
- The word “Contractor” refers to the best evaluated Bidder selected for a particular Contract award. A particular award maybe for one or more Manufacturers.
- The word “Product” applies to hardware, software and applicable support.
- All quantity estimates are based on available information and there is no guarantee of any minimum quantities that will be purchased during the life of any contract awarded.
- A Contractor must work with the State and its agencies to, over the life of the contract awarded, achieve co-termination of licensing to simplify renewals and lower overall costs for all agencies in purchasing security products under the contract.
- The product specifications for each Manufacturer would include any current and future security products which fit within these specifications, during the life of any contract awarded; however, any security products which do not meet Idaho State Standards shall not be provided under any contract awarded.
- The State reserves the unequivocal right to, upon agreement of a Contractor, add any additional security-related products for a particular Manufacturer to a contract, if it is the best interest of the State. Any such additions must comply with Idaho State Standards.

**2. Eligible Bidders**

2.1. Bidders who respond to this ITB must be one of the following:

2.1.1. An actual Manufacturer (as identified in Section 5 of this Appendix) who will execute a Contract and sell directly to the State; or

2.1.2. A dealer/reseller who will execute a Contract and sell a particular Manufacturer’s products directly to the State.

2.1.2.1. Each dealer/reseller who sells directly to the State shall have at least five (5) years of experience in providing products and services similar to those required by this solicitation.

2.1.2.2. Each dealer/reseller who sells directly to the State shall provide a signed letter from the Manufacturer (whose products it wishes to provide) and:

2.1.2.2.1. The letter shall certify that the bidder is authorized to be a dealer/reseller for that particular Manufacturer to the State under the terms and conditions of any Contract awarded. Failure to supply the letter for a particular Manufacturer will disqualify the Bidder from being considered for award for that particular Manufacturer.

2.1.2.2.2. After Contract award, the State reserves the right to request an updated letter of authorization at any point during the life of the Contract. If a Contractor cannot provide an updated letter, then the State may take appropriate action, including but not limited to removing that particular manufacturer from the Contract entirely and/or cancelling the entire Contract for cause.

2.2. IMPORTANT: If at any point during the life of the contract, the Contractor decided to use a qualified third-party (i.e., subcontractor) to provide any of the products or services under the contract, the Contractor shall:

2.2.1. Notify the State of this proposed action; and

2.2.2. If the State has no particular object to this action, the Contractor may proceed, but shall still retain legal ownership of the contract, including full responsibility for the actions of any such subcontractor.

The State specifically reserves the right to request that any such subcontractors are replaced if the service is not satisfactory.

### 3. Standard Support Requirements

In addition to the normal technical support provided through the applicable Manufacturer, the Contractor shall also provide the following standard support at no additional charge during regular State business hours, Monday to Friday:

- 3.1. Pre-sales engineering support: Access to skilled IT staff who can help the State in reviewing technical requirements and matching-up the business needs with the correct security products available on contract, prior to purchase.
- 3.2. Post-sales support: Access to routine warranty service and product training.
- 3.3. Ongoing User Support: Access to knowledgeable and trained support staff during regular State business hours, Monday-Friday, in the event that product and/or licensing support issues arise. When necessary, on-site support to agencies within the Boise Greater Metropolitan Area, the Pocatello/Idaho Falls corridor and/or Coeur d'Alene shall be available within two-hours of notification during business hours, Monday-Friday.
- 3.4. Licensing and Tracking Capability: Electronic access to an online licensing and support tracking tool. This tool shall track all Software licenses, Hardware/Software maintenance agreements, and technical support contracts that are purchased by State entities. The tool shall track when the licenses and support options will expire.

- 3.5. Renewal Notifications: Proactive notification to State entities via voice call, e-mail, other methods of communication or a combination of upcoming Hardware/Software maintenance agreement and technical support contract expiration dates. Notification shall be made directly to the applicable agency and the appointed representative within Information Technology Services (ITS). Initial notification shall occur no later than sixty (60) calendar days prior to expiration. A secondary notification, if necessary, must occur no later than thirty (30) calendar days prior to expiration.

#### 4. Additional Support Services

- 4.1. The Contractor shall also provide additional Support Services, specifically Maintenance, Technical Support, and Professional Services. These services can be provided to any ordering State agency or governmental entity, upon request, regardless of their physical location within the State and are generally defined as follows:

4.1.1. Maintenance means those preventive, diagnostic, updating, replacement, and repair procedures that a State entity requires be in place. It includes documenting maintenance activities for applications or equipment. Specific maintenance items may include but are not limited to: Periodic replacement of parts and renewal of consumable supplies; Repair or replacement of faulty components; Periodic inspection and cleaning of equipment; Updating or upgrading hardware and software, including installing new operating system versions; Monitoring the condition and functionality of networks and equipment, including testing web site accesses and links; and Installing and removing equipment and applications.

4.1.2. Technical Support refers to actions taken on behalf of agencies or organizations rather than to actions taken on equipment and systems. Support denotes activities that keep information asset users working or help users improve the ways they work. Technical Support may include, but is not limited to: Help desks and other forms of putting a person in touch with another person to resolve a problem or provide advice; Automated information systems, such as searchable frequently-asked-question (FAQ) databases or newsletters; Initial training and familiarization tours for equipment and software, whether automated or conducted by a human; Instructional and curriculum integration support; and Technology integration support for information assets, usually conducted through specialized consultants or software/systems vendors.

4.1.3. Professional Services may include, but are not limited to: business analysis, project management, product design and configuration, implementation, staff augmentation, training, product documentation, and user support.

- 4.2. Pricing for Additional Support Services. For each Manufacturer on which the Bidder is bidding, the Bidder should provide pricing for additional support services, if there is a charge for such services.

4.2.1. Maintenance shall be provided as an hourly rate. This service may be provided remotely, or onsite, depending on how the Contractor can best deliver services. The rate shall be the

maximum rate which the Contractor can charge a State entity for that type of service, but a lower rate can always be charged. The rate shall be charged only for actual hours required to provide the service and the rate must be fully burdened to include all costs including, but not limited to: overhead, salaries, travel, materials, taxes, shipping costs, other administrative costs, etc. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.

4.2.2. Technical Support shall be provided as an hourly rate. This service may be provided remotely, or onsite, depending on how the Contractor can best deliver services. The rate shall be the maximum rate which the Contractor can charge a State entity for that type of service, but a lower rate can always be charged. The rate shall be charged only for actual hours required to provide the service and the rate must be fully burdened to include all costs including, but not limited to: overhead, salaries, travel, materials, taxes, shipping costs, other administrative costs, etc. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.

4.2.3. Professional Services shall be provided as follows:

4.2.3.1. An ONSITE hourly rate. The rate shall be the maximum rate which the Contractor can charge a State entity for this type of service physically onsite, but a lower rate can always be charged. The rate shall be charged only for actual hours required to provide the service and the rate must be fully burdened to include all costs including, but not limited to: overhead, salaries, travel, materials, taxes, shipping costs, other administrative costs, etc. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.

4.2.3.2. An OFFSITE hourly rate. The rate shall be the maximum rate which the Contractor can charge a State entity for this type of service being provided remotely, but a lower rate can always be charged. The rate shall be charged only for actual hours required to provide the service and the rate must be fully burdened to include all costs including, but not limited to: overhead, salaries, materials, taxes, shipping costs, other administrative costs, etc. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.

## **5. List of Manufacturers (with product lines)**

### **5.1. Manufacturer: Arista**

5.1.1. The specifications are for Arista Extensible Operating System (EOS) access management products.

5.1.2. Quantities are estimated to be up to ten (10) new purchases or renewals per year.

### **5.2. Manufacturer: Aruba Networks (a HP Enterprise Company)**

5.2.1. The specifications are for Clearpass security-related products.

5.2.2. Quantities are estimated to be up to fifteen (15) new purchases or renewals per year.

**5.3. Manufacturer: Barracuda**

5.3.1. The specifications are for Barracuda Web Application Firewall security-related products.

5.3.2. Quantities are estimated to be up to two hundred fifty (250) new purchases or renewals per year.

**5.4. Manufacturer: Broadcom (formerly Symantec)**

5.4.1. The specifications are for security-related products such as endpoint management applications.

5.4.2. Quantities are estimated to be up to one thousand (1,000) new purchases or renewals per year.

**5.5. Manufacturer: Check Point**

5.5.1. The specifications are for Check Point Firewall Security Appliances security-related products.

5.5.2. Quantities are estimated to be up to (85) new purchases or renewals per year.

**5.6. Manufacturer: Citrix**

5.6.1. The specifications are for the NetScaler, XenApp, XenDesktop and XenMobile products.

5.6.2. Quantities are estimated to be up to five hundred (500) new purchases or renewals per year.

**5.7. Manufacturer: Core Security by Help Systems**

5.7.1. The specifications are for Core Security Access Management products.

5.7.2. Quantities are estimated to be up to five thousand (5,000) new purchases or renewals per year.

**5.8. Manufacturer: CrowdStrike**

5.8.1. The specifications are for the CrowdStrike Falcon Platform Security products.

5.8.2. Quantities are estimated to be up to one thousand (1,000) new purchases or renewals per year.

**5.9. Manufacturer: Duo Security**

5.9.1. The specifications are for Duo Security Two-Factor Authentication products.

5.9.2. Quantities are estimated to be up to twenty-five thousand (25,000) new purchases or renewals per year.

**5.10. Manufacturer: F5, Inc.**

5.10.1. The specifications for are security-related F5 BIG-IP products such as Application Security Manager and Application Policy Manager.

5.10.2. Quantities are estimated to be up to twenty-five (25) new purchases or renewals per year.

**5.11. Manufacturer: Forcepoint**

5.11.1. The specifications are for Forcepoint Trident Data Loss Prevention (DLP) products such as Content Security, Insider Threat Data Protection, Network Security, Web Filtering, Advanced Analytics, and the Cross Domain Access & Transfer family of products.

5.11.2. Quantities are estimated to be up to ten (10) new purchases or renewals per year.

**5.12. Manufacturer: GFI Software**

5.12.1. The specifications are for security-related GFI products such as LanGuard, WebMonitor, EndPointSecurity, and the EventsManager family of products.

5.12.2. Quantities are estimated to be up to five thousand (5,000) new purchases or renewals per year.

**5.13. Manufacturer: Gigamon**

5.13.1. The specifications are for Gigamon GigaSmart products.

5.13.2. Quantities are estimated to be between up to ten (10) new purchases or renewals per year.

**5.14. Manufacturer: HID Global (HID Digital Persona formerly Crossmatch)**

5.14.1. The specifications are for HID Digital Persona products, such as Fingerprint and Strong Authentication, Single Sign-on and Password Management and Two-Factor Authentication; and other HID Global products, such as to Secure Identity smart cards, card readers, and card printer products.

5.14.2. Quantities for HID Digital Persona products are estimated to be up to one thousand (1,000) new purchases or renewals per year. Quantities for other HID Global products are estimated to be up to one thousand (1,000) new purchases or renewals per year.

**5.15. Manufacturer: Identiv**

5.15.1. The specifications are for access control badge management, Hirsch Velocity Software.

5.15.2. Quantities are estimated to be up to two (4) instances.

**5.16. Manufacturer: Imperva**

5.16.1. The specifications are for security-related Imperva products, such as Web Application Security, Database Security, PCI Compliance, Enterprise Application Security, Database Auditing, Cloud Access Security Broker, and Automated Compliance Reporting.

5.16.2. Quantities are estimated to be up to five (5) new purchases or renewals per year.

**5.17. Manufacturer: InfoBlox**

5.17.1. The specifications are for InfoBlox security products, NIOS DDI and Automation.

5.17.2. Quantities are estimated to be up to fifty (50) new purchases or renewals per year.

**5.18. Manufacturer: Ivanti (formerly Mobile Iron)**

5.18.1. The specifications are for Ivanti cloud security mobility management security-related products.

5.18.2. Quantities are estimated to be up to twenty (20) new purchases or renewals per year.

**5.19. Manufacturer: Juniper Networks**

5.19.1. The specifications are for security-related Juniper products such as Juniper Networks Access Control (including SRX line of products), Adaptive Threat Management, and Compliance SSL products.

5.19.2. Quantities are estimated to be up to five hundred (500) new purchases or renewals per year.

**5.20. Manufacturer: Keysight Technologies (formerly IXIA)**

5.20.1. The specifications are for Inline Security Framework products.

5.20.2. Quantities are estimated to be up to ten (10) new purchases or renewals per year.

**5.21. Manufacturer: LogRhythm**

5.21.1. The specifications are for Security Incident Event Management (SIEM) related products.

5.21.2. Quantities are estimated to be up to ten (10) new purchases or renewals per year.

**5.22. Manufacturer: McAfee (also formerly known as Intel Security)**

5.22.1. The specifications are for all McAfee security-related products, including but not limited to Endpoint Protection, Enterprise Mobile Management, and Enterprise Data Protection Solutions.

5.22.2. Quantities are estimated to be at more than six thousand (6,000) new purchases or renewals per year.

**5.23. Manufacturer: Micro Focus (formerly HP selling ArcSight)**

5.23.1. The specifications are for ArcSight and Fortify related products.

5.23.2. Quantities are estimated to be up to fifteen (15) new purchases or renewals per year.

**5.24. Manufacturer: Mimecast**

5.24.1. The specifications are for security-related Mimecast products such as email security and web security.

5.24.2. Quantities are estimated to be up to fifteen thousand (15,000) new purchases or renewals per year.

**5.25. Manufacturer: NetScout**

5.25.1. The specifications are for nGeniusONE, InfiniStreamNG, nGeniusPULSE, nPoint, and PFS Packet Broker products.

5.25.2. Quantities are estimated to be up to one hundred and twenty (120) new purchases or renewals a year.

**5.26. Manufacturer: Netskope**

5.26.1. The specifications are limited to Netskope Cloud Access Security Broker (CASB) products.

5.26.2. Quantities are estimated to be up to two hundred fifty (250) new purchases or renewals per year.

**5.27. Manufacturer: Open Text (formerly Guidance Software)**

5.27.1. The specifications are for EnCase Forensic products.

5.27.2. Quantities are estimated to be up to one hundred (100) new purchases or renewals per year.

**5.28. Manufacturer: Palo Alto Networks**

5.28.1. The specifications are for security-related Palo Alto products such as next-generation application firewalls, endpoint protection, VPN and remote access software and other security related products.

5.28.2. Quantities are estimated to be up to twenty thousand (20,000) new purchases or renewals per year.

**5.29. Manufacturer: Proofpoint**

5.29.1. The specifications are for the Secure Share product line and the Advanced Threat Protection Email gateway product line.

5.29.2. Quantities for the Secure Share product are estimated to be up to (5) new purchases or renewals per year. Quantities for the email gateway product are estimated to be up to one thousand (1,000) new purchases or renewals per year.

**5.30. Manufacturer: Pulse Secure**

5.30.1. The specifications are for the Pulse Connect and Pulse Policy Access products.

5.30.2. The Contractor shall provide all available security product Maintenance and Technical Support options, for selection by the purchasing agency.

5.30.3. Quantities are estimated to be up to two hundred fifty (250) new purchases or renewals per year.

**5.31. Manufacturer: Rapid7**

5.31.1. The specifications for the Nexpose, Metasploit, and AppSpider products.

5.31.2. Quantities are estimated to be up to ten (10) new purchases or renewals per year.

**5.32. Manufacturer: RiskWatch**

5.32.1. The specifications are for the SecureWatch solution.

5.32.2. Quantities are estimated to be up to (5) new purchases or renewals per year.

**5.33. Manufacturer: Riverbed Technology**

5.33.1. The specifications are for security-related SteelHead optimization, SteelCentral visibility, and SteelConnect SDWAN products.

5.33.2. Quantities are estimated to be up to ten (10) new purchases or renewals per year.

**5.34. Manufacturer: RSA**

5.34.1. The specifications are for security-related RSA products such as Access Control, Authentication, Credential Management, Data Loss Prevention, Encryption and Key Management, Fraud Prevention, Security Information and Event Management, Security Monitoring and Analysis, such as Netwitness.

5.34.2. Quantities are estimated to be up to one thousand (1,000) new purchases or renewals per year for SecurID and up to fifteen (15) new purchases or renewals for other products per year.

**5.35. Manufacturer: Tenable Network Security**

5.35.1. The specifications are limited to Nessus and Security Center security-related products.

5.35.2. Quantities are estimated to be up to two hundred fifty (250) new purchases or renewals per year.

**5.36. Manufacturer: Trend Micro**

5.36.1. The specifications are for TippingPoint Advanced Threat Protection Analyzer, and InterScan Web Security security-related products.

5.36.2. Quantities are estimated to be up to one thousand five hundred (1,500) new purchases or renewals per year.

**5.37. Manufacturer: Varonis**

5.37.1. The specifications are for Varonis security-related products.

5.37.2. Quantities are estimated to be up to two thousand five hundred (2,500) new purchases or renewals per year.

**5.38. Manufacturer: WSO2**

5.38.1. The specifications are for WSO2 Identity Server, SSO User Identity Management security-related products.

5.38.2. Quantities are estimated to be up to two hundred fifty (250) new purchases or renewals per year.

## **APPENDIX B – INSURANCE REQUIREMENTS**

### **Information Security/Cyber Liability**

For work that includes technology consultants, cloud based computing, data storage, payment processing, personal protected information, etc., contractor shall maintain Cyber Insurance covering claims resulting from wrongful acts committed in the performance of, or failure to perform, all services under the agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

This coverage is to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$2,000,000
- Network Security / Privacy Liability –\$2,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Professional E&O – \$2,000,000 (Only applicable for Vendors supplying IT consulting services)

## **INSURANCE REQUIREMENTS:**

Prior to award (or as otherwise designated by the Purchasing Activity), the apparent successful vendor will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for rejection of the vendor's quote or cancellation of the contract.

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

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

1.1 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 shall apply separately to this Contract.

1.1.1 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).

1.2 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).

1.2.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

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

1.3.1 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.

1.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

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

1.4.2 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 the blanket endorsement.

1.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

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

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

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

## **ATTACHMENT 3 – BIDDER’S QUESTIONS**

ITB20231784 IT Security Products

### **Instructions:**

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

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

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

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

ITB20231784 IT Security Products

Question	ITB Section	ITB Page #	Question	Response
1			Could the state please confirm that there are no attachments 1 and 2 associated with this RFP?	Attachments 1 and 2 are not part of this RFP.
2			In order to provide a truly comprehensive response Lumen respectfully requests a two-week extension to the current RFP due date of 9/30.	This request is declined.
	3.3	10	Standard Support Requirements: 2-hour onsite support to Boise, Coeur d'Alene, and Idaho Falls is not realistically feasible and would be cost prohibitive to the State due to the staffing requirements. Would the state agree to offsite end user support alternatively?	Any product that impacts connectivity including firewall or DNS/DHCP must include two (2) hour onsite response times during business hours for critical incidents resulting in widespread service outage. It is anticipated that systems subject to this level of support are located in Boise, Coeur d'Alene, and Idaho Falls. All other response times must be within 4 hours and may be provided by remote support. This section of the ITB will be amended to reflect this requirement.
3	5. List of Manufacturers	12	Opening this ITB only to a specific set of current manufacturers limits the state's flexibility to employ newer technologies in the future. Given the rapid pace of technology change, it seems the state will be missing out on more advanced cybersecurity protections. Would the state consider opening up the RFP to additional cybersecurity vendors?	The purpose of the current ITB is to establish a procurement path for technologies currently in use. The Office of Information Technology Services (ITS) has an enterprise architecture team tasked with evaluating new technologies and how they apply to business use cases for a variety of agencies. New product offerings may be presented to ITS by sending product information to <a href="mailto:VendorInquiries@its.idaho.gov">VendorInquiries@its.idaho.gov</a> .
	5	12	Disaster backup and recovery security vendors are excluded from the ITB; would the state like to see DR security vendors included in the response? (Examples could include Veeam, Rubrik, Cohesity & Commvault.)	The purpose of the current ITB is to establish a procurement path for technologies currently in use. The Office of Information Technology Services (ITS) has an enterprise architecture team tasked with evaluating new technologies and

Question	ITB Section	ITB Page #	Question	Response
				<p>how they apply to business use cases for a variety of agencies. New product offerings may be presented to ITS by sending product information to <a href="mailto:VendorInquiries@its.idaho.gov">VendorInquiries@its.idaho.gov</a>.</p>
	5	12	<p>Physical security (door entry) solutions were included in this ITB such as HID Global, Keysight, and CoreSecurity; would the state also like to see similar manufacturers in this category presented such as Verkada?</p>	<p>The purpose of the current ITB is to establish a procurement path for technologies currently in use. The Office of Information Technology Services (ITS) has an enterprise architecture team tasked with evaluating new technologies and how they apply to business use cases for a variety of agencies. New product offerings may be presented to ITS by sending product information to <a href="mailto:VendorInquiries@its.idaho.gov">VendorInquiries@its.idaho.gov</a>.</p>
	5	12	<p>There are several manufacturers included on the ITB for which the state has existing active contracts. Should these be excluded from response if the reseller already holds a contract with the State of Idaho for these manufacturers? (ie. Cisco Duo Security, HPE Aruba, Palo Alto Networks)</p>	<p>No, these will be absorbed under the resulting contract of this ITB, once the existing contract expires.</p>
	5	12	<p>Access Identity Management solutions were included in this ITB such as MFA/SSO by RSA and Cisco Duo; would the state also like to see similar manufacturers in this category presented such as Okta?</p>	<p>The purpose of the current ITB is to establish a procurement path for technologies currently in use. The Office of Information Technology Services (ITS) has an enterprise architecture team tasked with evaluating new technologies and how they apply to business use cases for a variety of agencies. New product offerings may be presented to ITS by sending product information to <a href="mailto:VendorInquiries@its.idaho.gov">VendorInquiries@its.idaho.gov</a>.</p>
	9.2.1	5	<p>Will there be multiple resellers per manufacturer awarded or one to one Manufacturer:Reseller (similar to previous contract)?</p>	<p>The award language will remain the same.</p>

Question	ITB Section	ITB Page #	Question	Response
4			<p>Will post award Manufacturer additions to awarded contracts be allowed? Example, a manufacturer requests to be added to an awardees catalog post award as they have a customer needing the product under a contract.</p>	<p>The purpose of the current ITB is to establish a procurement path for technologies currently in use. The Office of Information Technology Services (ITS) has an enterprise architecture team tasked with evaluating new technologies and how they apply to business use cases for a variety of agencies. New product offerings may be presented to ITS by sending product information to <a href="mailto:VendorInquiries@its.idaho.gov">VendorInquiries@its.idaho.gov</a>.</p>
5			<p>How does the state want respondents to incorporate Manufacturer End User License Agreements (EULA) or Service Level Agreements (SLA) into their proposal? We have seen some states ask respondents to include these documents via a shrink or click wrap clause. Others have incorporated the terms at the master contract level.</p>	<p>All applicable Manufacturer End User License Agreements (EULA) or Service Level Agreements (SLA) must be included with bidder proposals; however, the State of Idaho reserves the right to reject any such Agreements, and/or require revisions, prior to contract award. The State cannot agree to material changes to the requirements, terms, or conditions after the ITB closes. Bids which are conditioned on the State accepting terms and conditions not found in the ITB, or which take exception to the State's terms and conditions, will be found non-responsive and no further consideration will be given to the Bid.</p>
6			<p>Can you confirm if Dealers are allowed under a resultant contract awardees contract? (For ex., the contract awardee is a distributor who authorizes dealers (resellers) to quote and invoice the customer agency on behalf of the awardee).</p>	<p>No, this will not be allowed.</p>
7	Cost sheet		<p>The Bidder's Cost sheet is asking for an hourly rate for maintenance</p>	<p>Any "software and hardware maintenance discounts" - in other</p>

Question	ITB Section	ITB Page #	Question	Response
			<p>costs. However, software and hardware standard maintenance is offered at an annual discount off of product MSRP. The information being requested in the Bidder's Cost template appears to be for onsite maintenance support therefore requiring an hourly rate. <b>Where does the State want respondents to provide software and hardware maintenance discounts?</b></p>	<p>words discounts for the cost of the product itself (whether hardware, software, or a combination thereof) - should be reflected either in the "initial term pricing" category if applicable during the initial one-year period, or in the "annual renewal pricing" category if applicable after the initial one year-period. Please keep in mind that, if multiple discounts are provided for one category (for example, under "annual renewal pricing", one discount is provided for hardware, and another discount is provided for software, etc.), for the purposes of evaluation, the Bidder will be scored on the lowest discount for that category (for that manufacturer) only.</p>
8			<p>Is there a resource to train respondents on how to complete the IPRO "Items" section of the ITB? It is unclear as to if the State wants respondents to respond in this section with each line item in their catalog. This could amount to thousands of line items being entered. Can a pricing worksheet with MSRP, unit cost, discount and extended price be uploaded instead?</p>	<p>Suppliers can upload their catalog.</p>
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Question	ITB Section	ITB Page #	Question	Response
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# State of Idaho

Department of Administration  
Division of Purchasing

**BRAD LITTLE**  
Governor  
**D. KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

304 N 8<sup>th</sup> 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 STATE OF IDAHO AGENCY 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:

<b>"SEALED BID"</b>	BUYER: [name of the RFP or ITB Lead] SEALED BID FOR: [title of solicitation] BID NUMBER: [ITB# or RFP#] CLOSES: [Closing Date]
---------------------	-----------------------------------------------------------------------------------------------------------------------------------------

Send your sealed bid package via USPS to: State of Idaho Agency  
PO Box XXXXX  
Boise, ID XXXXX-XXXX

FedEx, UPS or other Couriers/Hand Deliver: State of Idaho Agency  
XXXXX Street, Rm XXX  
Boise, ID XXXXX

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: ITB 2023 1784      BID Title: INFORMATION TECHNOLOGY SECURITY RELATED PRODUCTS  
 BIDDER/OFFEROR(CompanyName) VALCOM SALT LAKE CITY LC (DBA VLCM)  
 ADDRESS 852 ARROWHEAD LANE  
 CITY, ST, ZIP SLC, UT 84107  
 PHONE: (301) 262-9277      FAX: (801) 262-4752      FEIN: 87-0574827  
 E-Mail nbell@vlcm.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.**

Nick Bell  
 Original Signature (Manually Signed in Ink or Electronic Signature)  
Nick Bell  
 Printed Name

10/4/2022  
 Date  
ACCOUNT EXECUTIVE  
 Title

IT SECURITY RELATED PRODUCTS AND SUPPORT		UNDER IDAHO LAW, THERE IS A 1.25% ADMINISTRATIVE FEE THAT WILL APPLY TO ALL ORDERS PLACED UNDER A RESULTING CONTRACT FROM THIS SOLICITATION AND THIS SHOULD ALREADY BE TAKEN INTO ACCOUNT IN THE PROPOSED PRICING.						
See Appendix A, Section 5, Items 5.1 to 5.38 for additional information	PRODUCT MANUFACTURER (PUBLISHER)	INITIAL TERM PRICING: See Section 9.2 in Bid. Percentage Discount off Manufacturer's List Price for Product Purchase/Initial Subscription (during initial one-year term). If multiple discounts are provided, for the purposes of evaluation, the Bidder will be scored based on the lowest discount.	ANNUAL RENEWAL PRICING (AFTER INITIAL TERM): See Section 9.2 in Bid. Percentage Discount off Manufacturer's List Price for Annual Renewals/Ongoing Subscription (after initial one-year term). If multiple discounts are provided, for the purposes of evaluation, the Bidder will be scored based on the lowest discount.	MAINTENANCE COST - HOURLY RATE: See Section 9.2 in Bid and Section 4.2 in Appendix A. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.	TECHNICAL SUPPORT - HOURLY RATE: See Section 9.2 in Bid and Section 4.2 in Appendix A. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.	COST OF PROFESSIONAL SERVICES - ONSITE HOURLY RATE: See Section 9.2 in Bid and Section 4.2 in Appendix A. This service shall be provided physically onsite. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.	COST OF PROFESSIONAL SERVICES- OFFSITE HOURLY RATE: See Section 9.2 in Bid and Section 4.2 in Appendix A. This service shall be provided remotely. If multiple rates are provided, for the purposes of evaluation, the Bidder will be scored based on the highest hourly rate.	BEST VALUE: See Section 9.2 in Bid. How many of the listed Product Manufacturers can the Bidder actually provide access to (max numbers is 38 Manufacturers).
EXAMPLE 1	ABCD Company	25.00%	15.00%	\$100.00	\$75.00	\$225.00	\$175.00	27
EXAMPLE 2	XYZ Company	5.00%	25.00%	\$125.00	\$200.00	\$300.00	\$250.00	5
5.1	Arista							
5.2	Aruba Networks (a HP Enterprise Company)							
5.3	Barracuda							
5.4	Broadcom (formerly Symantec)							
5.5	Check Point							
5.6	Citrix							
5.7	Core Security by Help Systems							
5.8	CrowdStrike							
5.9	Duo Security							
5.10	F5 Inc							
5.11	Forcepoint							
5.12	GFI Software							
5.13	Gigamon							
5.14	HID Global (HID Digital Persona formerly Crossmatch)							
5.15	Identiv							
5.16	Imperva							
5.17	InfoBlox							
5.18	Ivanti (formerly Mobile Iron)							
5.19	Juniper Networks	45% (15% off support items)	15.00%	\$150.00	\$150.00	\$150.00	\$150.00	14
5.20	Keysight Technologies (formerly IXIA)							
5.21	LogRhythm							
5.22	McAfee (also formerly known as Intel Security)							
5.23	Micro Focus (formerly under HP selling ArcSight)							
5.24	Mimecast							
5.25	Netscout							
5.26	Netskope							
5.27	Open Text (formerly Guidance Software)							
5.28	Palo Alto Networks							
5.29	Proofpoint							
5.30	Pulse Secure							
5.31	Rapid7	10.00%	10.00%	\$150.00	\$150.00	\$150.00	\$150.00	14
5.32	RiskWatch							
5.33	Riverbed Technology							
5.34	RSA							
5.35	Tenable Network Security	10.00%	10.00%	\$150.00	\$150.00	\$150.00	\$150.00	14
5.36	Trend Micro							
5.37	Varonis							
5.38	WS02							

## SOLICITATION INSTRUCTIONS TO VENDORS

**1. AUTHORITY TO PURCHASE:** The Administrator of the Division of Purchasing, Department of Administration or the Administrator's delegates are the only statutory agents authorized to execute Contracts for the procurement of goods and services, unless exempted pursuant to statute or rule.

**2. E-PURCHASING:** The State of Idaho, Division of Purchasing and many individual Agencies utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent e-mail notifications of acquisition opportunities on those Solicitations electronically posted.

**3. ELECTRONIC SIGNATURES:** IDAPA 38.05.01.061 specifically allows for electronic signatures on responses submitted to formal solicitations. For vendors submitting via IPRO, IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the State when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the State's purchasing process as a manually affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signatures.

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

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

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

C. Bidder – A Vendor who has submitted a Bid.

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

E. Contractor - A Vendor who has been awarded a Contract.

F. Invitation to Bid (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the State.

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

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

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

K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

January 1, 2017

## SOLICITATION INSTRUCTIONS TO VENDORS

M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

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

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

**5. AWARD METHOD:** Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-9203(9) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the State, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO as Statewide Blanket Purchase Orders (SBPO) will be subject to an Administrative Fee of one and one-quarter percent (1.25%) based on orders placed against the Contract, unless specifically exempted. The Administrative Fee must be included in the prices offered by the Vendor submitting a response to an ITB or RFP issued by the State, when the solicitation will result in a Statewide Blanket Purchase Order (SBPO) which is not otherwise specifically exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions).

**7. DETERMINATION OF RESPONSIBILITY:** The State reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

**8. SOLICITATION AMENDMENTS:** It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation. In the event it becomes necessary to revise any part of the Solicitation, amendment(s) will be made available via IPRO. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

**9. NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized State purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been executed by the State purchasing official and the Contract has become effective. Furthermore, the State is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to execution by the authorized State purchasing official and the arrival of the effective date of the Contract.

**10. ECONOMY OF PREPARATION:** If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the State's requirements.

**11. SPECIFICATIONS:** Specifications describe the Property the State wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The State is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-9230(6).

**12. LAWS:** The laws governing the State's purchases of goods and services are found in Idaho Code Section 67-9201 through Section 67-9234 and IDAPA 38.05.01 et seq., both available on the Internet at <https://purchasing.idaho.gov/governing-laws-and-policies/>. It is the Vendor's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the State will not be responsible for any failure by any Vendor to meet applicable requirements.

**13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES:** Idaho preferences are governed by Idaho Code Section 67-2049 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

January 1, 2017

## SOLICITATION INSTRUCTIONS TO VENDORS

**14. ADMINISTRATIVE APPEALS:** The laws applicable to administrative appeals are set forth at Idaho Code Section 67-9232(1) (Specification Appeals), Idaho Code Section 67-9232(2) (Nonresponsive Appeals), Idaho Code Section 67-9232(3) (Bid Award/Lowest Responsible Bidder Appeal), and Idaho Code Section 67-9232(4) (Sole Source Appeal).

### 15. SUBMISSION FORMS:

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the State's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink or contain an electronic signature of an authorized agent of the submitting Vendor and returned with the submission package. Manually submitted Bids or Proposals submitted without the signature page or other binding document shall be found nonresponsive and will not be considered. An incomplete, modified or unsigned signature page will be cause for a finding of non-responsiveness. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** (or with an electronic signature) by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, e-mail, regular mail or via IPRO.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

### 16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the State, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to

January 1, 2017

## SOLICITATION INSTRUCTIONS TO VENDORS

timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time**.

B. Bid Submissions – Electronic – For Bids or Proposals submitted electronically via IPRO, the submitting Vendor is the individual or entity as it is profiled in IPRO. If Vendor's submittal includes a signed State supplied signature page which identifies a different legal entity than the IPRO profile under which the Bid or Proposal was submitted, the submitting Vendor is the individual or entity identified on the state supplied Signature Page. Vendors submitting electronically must complete all steps in the IPRO submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is determined by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors are advised that the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL NOT BE ACCEPTED, AND WILL BE RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

### 17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually submitted Solicitations at the place, date, and time specified on the Solicitation. At that time, for Bids, the names of Bidders and Bid amount will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Individuals may request tabulation information when it becomes available. No tabulation information will be given over the phone.

**18. TERMS AND CONDITIONS OF ENSUING CONTRACT:** Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to the Solicitation and any ensuing Contract. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Bid or Proposal will be deemed nonresponsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE STATE'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

### 19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item or may select the "INTENTIONAL NO BID" checkbox in IPRO.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by amending its solicitation response in IPRO and resubmitting (i.e. adding or removing attachments, modifying pricing, etc.).

January 1, 2017

## SOLICITATION INSTRUCTIONS TO VENDORS

### 20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:

A. Prior to the issuance of a Contract, the State shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the State; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the State shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the State.

**21. BURDEN OF PROOF:** It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the State to determine whether or not the property offered conforms to the specifications.

**22. ALTERNATE BIDS:** Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

**23. DISCOUNTS:** Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

**24. UNIT PRICES GOVERN:** Unit prices shall govern. **IMPORTANT:** Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

**25. FIRM PRICES:** The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

**26. ORAL INFORMATION:** Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the State will be subject to rejection. The State will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has provided information in writing. Reliance on any oral representation is at the Vendor's sole risk.

**27. GOVERNMENTAL USE ONLY:** Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the State will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

### 28. PUBLIC RECORDS:

A. The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the State's

January 1, 2017

## SOLICITATION INSTRUCTIONS TO VENDORS

Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets 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. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED**. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The State, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The State will provide this redacted Bid, Proposal or Quotation to requestors under the Public Records Law. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."
2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the State to determine the precise 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.

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

**29. LENGTH OF CONTRACT:** Pursuant to Idaho Code Section 67-9205(10), the State may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the State in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

**30. LEASE-PURCHASE OPTIONS:** Idaho Code Section 67-9222 reads, in part, as follows: "Any exercise of an option to acquire previously nonowned property, or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and, prior to execution all applicable provisions and procedures of this chapter shall be exercised." (**NOTE:** This provision is **NOT** applicable to time purchase or installment purchase contracts).

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

**5. ADMINISTRATIVE FEE:**

A. Application of Administrative Fee:

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

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

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

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

c. Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter July 1 - Sept 30	October 31 <sup>st</sup>
2nd Quarter Oct 1 - Dec 31	January 31 <sup>st</sup>
3rd Quarter Jan 1 - Mar 31	April 30 <sup>th</sup>
4th Quarter Apr 1 - Jun 30	July 31 <sup>st</sup>

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

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

B. Administrative Fee Exemptions:

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

C. Payment of Administrative Fee:

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

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

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or Effective May 6, 2021

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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

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

**6. CHANGES/MODIFICATIONS:** Changes of specifications or modification of the Contract in any particular manner can be affected only upon written consent of all parties. In the event that a typographical or other ministerial or clerical error is discovered, the State may correct such error after providing notice to the Contractor of its intent to make the clerical correction. A copy of the corrected Contract (or that portion of the Contract which contains correction(s)) will be provided electronically to the Contractor immediately after the correction(s) are made.

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

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

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

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

Effective May 6, 2021

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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

### **12. GENERAL INDEMNIFICATION:**

A. Contractor's Indemnification. 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 Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.

B. Actions on Tender; Limitations. 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 the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. 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, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.C.

C. Requirements of Defense. 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).

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

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

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

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

Effective May 6, 2021

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

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

**18. ACCEPTANCE:** Unless otherwise specified in the Contract:

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

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

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

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

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

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

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

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

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

Effective May 6, 2021

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

### 24. PATENTS AND COPYRIGHT INDEMNITY:

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

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

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

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

Confidential Information shall not include data or information that:

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

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

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

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

**27. TERMINATION FOR FISCAL NECESSITY:** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall

Effective May 6, 2021

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

### 28. PUBLIC RECORDS:

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

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

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

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

are: State of Idaho  
Division of Purchasing  
650 W State Street – Room 100  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465  
(phone) 208-327-  
7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

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

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

**31. ATTORNEY FEES:** In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith

Effective May 6, 2021

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

**32. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**33. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

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

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

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

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

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

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

Effective May 6, 2021