

**MASTER AGREEMENT  
MA20220112-05**

**AMENDMENT 1**

**Information Security Services**

**PARTIES**

State of Idaho Division of Purchasing  
In conjunction with NASPO ValuePoint

"DOP"

and

MGT of America Consulting, LLC

"Contractor"

**Recitals:**

- A. The Parties entered into a Contract (MA20220112-05) for the purchase of Information Security Services, effective February 23, 2022.
- B. With this Amendment No. 1, the Parties desire to extend the contract period, as detailed below, and obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

**Agreement:**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Upon execution of this document by both Parties, the Contract shall be extended for the period of February 24, 2024, through February 23, 2026.
2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of this last signature. In no event will this Amendment be effective until executed by DOP.

Contractor

State of Idaho, Division of Purchasing



A. Trey Traviesa CEO



Jake Nay, Contract Administrator

12/22/2023

Date

12/22/2023

Date



## **MASTER AGREEMENT MA20220112-05**

### **Information Security Services**

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#### **AGREEMENT**

##### **1. Overview**

This contract is for information security services. Specifically, Category 3 Breach Coach Services.

##### **2. Order of Precedence**

2.1 Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement;

- (3) A Purchase Order issued against the Master Agreement;
- (4) The RFP, including all Exhibits and Amendments; and
- (5) Contractor's response to the Solicitation.

2.2 These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

### 3. Effective Date and Term

This Master Agreement is effective February 23, 2022 or upon final executed signatures, whichever is later. In no event will this Agreement be effective until executed by DOP. The initial term of this Master Agreement shall be two (2) years.

### 4. Attachments

The following documents are attached to and incorporated into this Master Agreement:

- (1) Attachment 1 – RFP Documents including all exhibits, amendments, and clarifications
- (2) Attachment 2 – Contractor's Technical Proposal including all attachments and clarifications
- (3) Attachment 3 – Contractor's Cost Proposal

MGT of America Consulting, LLC

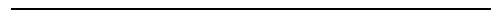


A. Trey Traviesa, Chairman and CEO

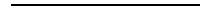
01.14.22

Date

Division of Purchasing



Chelsea Robillard, State Purchasing Manager



Date



**STATE OF IDAHO**

**DIVISION OF PURCHASING**

In conjunction with



**REQUEST FOR PROPOSALS (RFP) RFP20200339**

**INFORMATION SECURITY SERVICES**

Issue Date: January 23, 2020

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## RFP ADMINISTRATIVE INFORMATION

RFP Title:	Information Security Services
RFP Project Description: (See Section 1.1)	The state of Idaho, in conjunction with NASPO ValuePoint is seeking Contractor(s) to provide a suite of information security services including Risk Assessment and Mitigation, Event and Incident Management, Breach Coach, and Notification and Credit Monitoring Services.
Lead State Contract Administrator: (See Section 1.2)	Jason Urquhart, Lead Purchasing Officer Idaho Division of Purchasing <a href="mailto:jason.urquhart@adm.idaho.gov">jason.urquhart@adm.idaho.gov</a> Phone: (208) 332-1608
Submit electronically via IPRO: (See Section 2.10)	Electronic Submission <a href="https://purchasing.idaho.gov/information-for-vendors/">https://purchasing.idaho.gov/information-for-vendors/</a>
Pre-Proposal Conference Call:	Friday, February 7, 2020, 1:30 p.m. Mountain time  Submit a completed <b>Attachment 2 – Pre-Proposal Conference Call Registration Form</b> to the Lead State Contract Administrator no later than 5 p.m. Mountain Time Wednesday February 6, 2020. Call-in information will be provided after receipt of the completed attachment.
Deadline to Receive Questions: (See sections 1.3 and 2.1)	Friday, February 14, 2020, 11:59:59 p.m. Mountain time (The Q&A Submission Close Date shown in IPRO is void.)
Deadline to Receive Questions, Second Round of Written Questions and Answers: (See sections 1.3 and 2.1)	Wednesday, April 15, 2020, 11:59:59 p.m. Mountain time (Use Attachment 1 – Offeror Questions to submit your Round 2 questions.)
RFP Closing Date and Time: (See section 1.3)	See IPRO Header Document
Proposal Opening Date and Time:	1 p.m. Mountain time the following business day after closing
Initial Term of Master Agreement and Renewals, Extensions and Amendments: (See Attachment A, Section 3.)	Two (2) years. Upon mutual, written agreement, the Master Agreement may be renewed, extended or amended. The anticipated total Master Agreement term is five (5) years.
<b>TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.</b>	

# REQUEST FOR PROPOSAL

## Information Security Services

Solicitation # (RFP20200339)

### Section 1: NASPO ValuePoint Solicitation - General Information

#### 1.1. Purpose

The state of Idaho, Division of Purchasing (Lead State) is requesting Proposals for information security services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors to provide services related to these four (4) Categories of services for all Participating States: (1) Risk Assessment and Mitigation Services; (2) Event and Incident Management Services; (3) Breach Coach Services; and, (4) Notification and Credit Monitoring Services.

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, and institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (**Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**).

Offerors may submit a Proposal to provide the services required for one (1) or more Categories. Offerors are not required to offer services in all Categories but must offer all services within each Category proposed.

It is anticipated that this RFP may result in Master Agreement awards to multiple Contractors in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit Proposals meeting minimum requirements but is not intended to limit a Proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

The primary purpose of this solicitation is to select an Offeror(s) who can offer the services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program; therefore, Offeror must submit a Proposal for the Categories it intends to provide for all members (nationwide).

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant



Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

## 1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Idaho, Division of Purchasing is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # **RFP20200339**. This number must be referred to on all Proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the Single Point of Contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, and clarifications, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Idaho is:

Jason Urquhart, Lead Purchasing Officer  
Idaho Division of Purchasing  
304 N 8<sup>th</sup> Street, Room 403  
Boise, Idaho 83702  
[jason.urquhart@adm.idaho.gov](mailto:jason.urquhart@adm.idaho.gov)  
Phone: (208) 332-1608

## 1.3 Schedule of Events

Solicitation Release:	January 23, 2020
Pre-Proposal Conference Call:	February 7, 2020, 1:30 p.m.
Question Deadline:	February 14, 2020, 11:59:59 p.m.
Second Round of Written Questions and Answers Deadline:	
April 15, 2020, 11:59:59 p.m.	
Anticipated Closing Date and Time:	June 8, 2020, 5 p.m.
Anticipated Award Timeframe:	September 2020

All times are Mountain time unless indicated otherwise.

## 1.4. Definitions

The following definitions apply to this solicitation. **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions** also contains definitions of terms used in this solicitation. **There are also** definitions contained in **Attachment 7 - Lead State Standard Terms and Conditions**.

**Active Participant:** Every Eligible Person that voluntarily elects to activate their participation by agreeing to use the Credit Monitoring Services.

**Adequate Security:** Security commensurate with the risk and the magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.

**Breach or Data Breach:** A security incident in which sensitive, protected or confidential Data is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so. (This definition is to be considered to be a baseline definition. Participating Entities may further define this term within their individual Participating Addenda.)

**Breach Response Specialist:** A specialized role in responding to a Data Breach or other cyber incident.

**Computer Security Incident Response Team (CSIRT):** A capability set up for the purpose of assisting in responding to computer security-related incidents; also called a Computer Incident Response Team (CIRT) or a CIRC (Computer Incident Response Center, Computer Incident Response Capability).

**Data:** All information developed, documented, derived, stored, installed or furnished by the Purchasing Entity under a Participating Addendum, including all information related to records owned by or in the possession of the Purchasing Entity. (Data may include PII.)

**Eligible Person:** Every individual or business that meets the criteria established by a Participating Entity to qualify for the Notification and Credit Monitoring Services. The Participating Entity will have sole discretion to determine who qualifies as an Eligible Person.

**Event:** Any observable occurrence in a network or system.

**Incident or Cyber Security Incident:** A violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices in order to affect a system, application, or network's integrity or availability and/or the unauthorized access or attempted access to a system or systems. Also referred to as Security Incident or Cyber Incident.

**Incident Handling:** The mitigation of violations of security policies and recommended practices.

**Incident Manager:** The individual who manages the process to restore normal service operation as quickly as possible to minimize the impact to business operations. Responsible for planning and coordinating all the activities required to perform, monitor, and report on the process.

**Lead State:** The State conducting this cooperative procurement, evaluation, and award.

**Personally-Identifiable Information or PII:** Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

**Threat:** The potential source of an adverse event; the possibility of a malicious attempt to damage or disrupt a computer network or system.

**Triggering Event:** A Breach or suspected Breach of PII, or any other circumstance which results in a Participating Entity activating Notification and Credit Monitoring Services under the Master Agreement (through a Participating Addendum).

**Vulnerability:** A weakness in a system, application, or network that is subject to exploitation or misuse.

### **1.5. NASPO ValuePoint Background Information**

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all fifty (50) states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

### **1.6. Participating States**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alaska, California, Hawaii, Idaho, Illinois, Maine, Montana, Oregon, Rhode Island, South Dakota, Texas, Utah and Washington. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Offerors to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in Attachments D-M.

### **1.7. Anticipated Usage**

This is a new Master Agreement for the Lead State and NASPO ValuePoint for all Categories except Category 4, Notification and Credit Monitoring Services; therefore, the only usage data available is for Category 4, Notification and Credit Monitoring Services. The information may be made available as part of a response to a written question (see section 1.3, Question Deadline). No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this RFP.

## Section 2: Solicitation Requirements, Information and Instructions to Offerors

### 2.1 RFP QUESTION AND ANSWER PROCESS

2.1.1 All questions, including those about the **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**, and **Attachment 7 - Lead State Standard Terms and Conditions** must be submitted in writing using **Attachment 1 - Offeror Questions**, and sent via email to the Lead State Contract Administrator by the question deadline date and time shown in Section 1.3 (Schedule of Events). Official answers to all written questions will be posted to Idaho's eProcurement system, IPRO, as an addendum to the RFP. Answers will be posted to IPRO as soon as possible.

2.1.2 The Lead State may refuse to answer questions received after the Question/Answer deadline.

2.1.3 The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

2.1.4 Please note that the Lead State will not consider any requests to consider terms and conditions that:

1. Waive the sovereign immunity of the state of Idaho;
2. Subject the state of Idaho or its agencies to the jurisdiction of the courts of other states;
3. Limit the time in which the state of Idaho or its agencies may bring a legal claim to a period shorter than that provided in Idaho law;
4. Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in § 67-2302, Idaho Code;
5. Require the state of Idaho or its agencies to accept arbitration or to waive right to a jury trial;
6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation pursuant to § 67-9215, Idaho Code, and § 59-1016, Idaho Code; or,
7. Hold individual users (employees or officers of the state of Idaho) personally liable.

2.1.5 **Additionally, please note that the Lead State will not sign Offeror-generated documents, Contractor-generated documents or third-party generated documents.**

### 2.2 RFP Addenda

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor IPRO to obtain RFP addenda or other information relating to the RFP.

### **2.3 Pre-Proposal Conference Call**

A pre-proposal conference call will be held on the date shown in the RFP Administrative Information. All interested parties are invited to participate by an established call in number. Those choosing to participate must pre-register with the Lead State Contract Administrator using **Attachment 2 - Pre-Proposal Conference Call Registration Form**, to receive meeting details. Attendance at the conference is optional and is at the participant's own expense. Any oral answers given by the Lead State, other sourcing team members or representatives of NASPO ValuePoint during the pre-proposal conference call are unofficial and will not be binding on the Lead State, other sourcing team members or NASPO ValuePoint.

### **2.4 Proposal Due Date**

Proposals must be received by the posted Closing date and time as described in the IPRO header document ("End Date"). Proposals received after the deadline will not be accepted.

### **2.5 Cancellation of Procurement**

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States. (See Paragraph 20 of **Attachment 6 - Solicitation Instructions to Vendors**.)

### **2.6 Governing Laws and Regulations**

This procurement is conducted by the Lead State in accordance with the State Procurement Act, found in Idaho Code, IDAPA (administrative rules), and other policies, available at: <https://purchasing.idaho.gov/governing-laws-and-policies/>.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Ada County, Idaho. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**.

### **2.7 Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for one hundred eighty (180) calendar days after the proposal opening date.

### **2.8 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any Proposal (see Paragraph 20 of **Attachment 6 - Solicitation Instructions to Vendors**).

### **2.9 Proposal Content and Format Requirements**

**Table of Contents.** Include a Table of Contents in the Technical Proposal identifying the

contents of each section, including page numbers of major sections.

Proposals should follow the numerical order of the RFP, identifying Proposal sections with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section, followed with your response for each mandatory (M), mandatory evaluated (ME), or evaluated (E) section. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals; however, see section 2.10.3.3 below.

**Do not use embedded documents or links in your Proposal. The Lead State is not responsible for embedded links or documents that are invalid, broken, or do not open due to security requirements or compatibility issues with the Lead State's systems.**

## **2.10 Proposal Submission Instructions**

2.10.1 Proposals may be submitted electronically via IPRO.

2.10.2 While it is not mandatory to submit your Proposal electronically via IPRO, all Offerors participating in a Solicitation issued through IPRO must establish an account in the IPRO system as it is necessary in order to process and/or award the resulting Master Agreement(s). Establishing an account is free and only takes a few minutes.

### **2.10.3 Electronically Submitted Proposals**

In an effort to limit the risk of spreading COVID-19 through contact between DOP personnel and vendors/mail carriers/couriers, DOP will not accept manual submissions for this Solicitation. Only electronic submissions will be accepted. Proposals must be submitted electronically via IPRO. Do not fax or e-mail your Proposal. Your Proposal must be submitted by the date and time specified on the IPRO header document.

2.10.3.1 Electronically submitted Proposals must be submitted through IPRO, at [IPRO LOGIN](#). When submitting through IPRO, enter your cost in IPRO as "\$0," and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL, SIGNATURE PAGE (attached in IPRO), AND ALL OTHER REQUIRED SUBMITTAL ITEMS separately. Word or Excel format is required (the only exceptions are for the Signature Page, financials, brochures or other information only available in an alternate format).

2.10.3.1.1 The Technical Proposal consists of Section 5.1, Business, Organization and Staffing, Section 5.2, Scope of Work and Section 5.3 Customer Service Response Requirements and Contract Manager Requirements.

2.10.3.2 If submitting via IPRO, be advised that the Offeror for Proposal evaluation and award purposes is the entity profile under which the Proposal is submitted in IPRO, which must be the same legal entity presented in the uploaded response materials. If the entity identified in the uploaded response materials differs from the entity under which you submit your Proposal in IPRO, the information provided in the uploaded response materials prevails.

2.10.3.3 Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's response. We request that Offerors upload only two (2) documents: one document being the Technical Proposal and the other document being the Cost Proposal. Please note that regardless of the number of documents uploaded, IPRO will only allow a grand total file size, all documents combined of 80 Mb. If you attempt to upload a grand total of greater than 80 Mb, IPRO will not accept any documents, and IPRO will not warn or advise you that your documents didn't upload.

2.10.3.4 If your Proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in section 2.12, Confidential and Proprietary Information) of all trade secret information which was removed or blacked out in the redacted copy.

2.10.4 Offerors are solely responsible for ensuring that their Proposals are received by the Lead State in accordance with these solicitation requirements, before the Closing Date and Time, and at the place specified in the RFP Administrative Information section of this RFP. The Lead State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal deliveries made to another location other than to the address identified in the RFP Administrative Information section will be considered non-responsive unless re-delivery is made to the address identified in the RFP Administrative Information before the Closing Date and Time. **Proposals may NOT be submitted by facsimile or email.**

## **2.12 Confidential or Proprietary Information**

Paragraph 28 of **Attachment 6 - Solicitation Instructions to Vendors** describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of **Attachment 6 - Solicitation Instructions to Vendors**), Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within

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

Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state’s procurement personnel to determine the precise text/material subject to the notation.

## **2.13 Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions**

2.13.1 Vendors are strongly encouraged to submit any proposed modifications to the requirements, terms or conditions of the RFP on **Attachment 1 - Offeror Questions** prior to the deadline for submitting questions. Questions regarding these requirements must contain the following:

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

2.13.2 In the event that a Proposal contains modifications or exceptions to any solicitation requirements, terms, or conditions, which are not addressed during the Question and Answer period, they must be identified and submitted on **Attachment 3 - Modification and Exception Form** and must contain the same information outlined in Section 2.13.1, above. The Lead State will not consider any modifications or exceptions that are not identified specifically on **Attachment 3 - Modification and Exception Form**.

2.13.3 The Lead State has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. Pursuant to IDAPA 38.05.01.084.03.e, the Lead State may only negotiate non-material modifications or exceptions. Modifications or exceptions which the Lead State determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Proposal on the Lead State’s acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror’s Proposal being found non-responsive,



after which it will receive no further consideration.

2.13.4 Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of the Lead State; however, the Lead State shall have the right to reject any and all such modifications and/or exceptions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in the Lead State finding the Proposal non-responsive.

2.13.5 If the Lead State doesn't specifically accept in writing prior to award of the Master Agreement modifications and exceptions proposed by the Offeror, then none of the proposed modifications and exceptions shall be considered to be incorporated into the Master Agreement.

2.13.6 Except as otherwise provided in the solicitation document the State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP closing date.

#### **2.14 Alternate Proposals**

Alternate Proposals are not allowed.

#### **2.15 Requirements, Terms and Conditions Mandatory**

All requirements, terms and conditions within this RFP, including all Attachments, Exhibits and Appendices are mandatory unless otherwise identified within the RFP.

## **Section 3: Evaluation and Award**

### **3.1 Right to Waive Minor Irregularities**

Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M, ME or E requirement.

### **3.2 Evaluation Codes**

**(M)** Mandatory Specification or Requirement - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror's Proposal non-responsive and no further evaluation will occur.

**(ME)** Mandatory and Evaluated Specification - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

**(E)** Evaluated Specification - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

### **3.3 Initial Review of Proposals**

All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal not meeting the Mandatory Submission Requirements may be found non-responsive.

The Technical Proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined to be responsive will continue in the evaluation process outlined in this section.

### **3.4 Evaluation Process**

3.4.1 Technical Proposals will be evaluated and scored by one or more Proposal Evaluation Committee(s).

3.4.2 The evaluation of Technical Proposals will be conducted on a per Category basis; therefore, each Category's evaluation of Technical Proposals will be separated as follows:

#### **3.4.2.1 Category 1 – Risk Assessment and Mitigation Services**

The scores for the evaluation of Technical Proposals for Proposals in which the Offeror proposes to provide Category 1 – Risk Assessment and Mitigation Services will be normalized as follows:

The Technical Proposal with the highest total raw Technical Proposal evaluation score (the raw scores for section 5.1, Business, Organization and Staffing and section 5.2, Scope of Work [only the portion related to Category 1 – Risk Assessment and Mitigation Services] combined) will receive all available Technical Proposal evaluation points: 600 points. Other Proposals will be assigned a portion of the maximum available Technical Proposal evaluation points, using the formula:

$$600 \times \frac{\text{total raw Technical Proposal evaluation score of the Technical Proposal being evaluated}}{\text{highest total raw Technical Proposal evaluation score}}$$

#### 3.4.2.2 Category 2 – Incident Response Services

The scores evaluation of Technical Proposals for Proposals in which the Offeror proposes to provide Category 2 – Incident Response Services will be normalized as follows:

The Technical Proposal with the highest total raw Technical Proposal evaluation score (the raw scores for section 5.1, Business, Organization and Staffing and section 5.2, Scope of Work [only the portion related to Category 2 – Incident Response Services] combined) will receive all available Technical Proposal evaluation points: 600 points. Other Proposals will be assigned a portion of the maximum available Technical Proposal evaluation points, using the formula:

$$600 \times \frac{\text{total raw Technical Proposal evaluation score of the Technical Proposal being evaluated}}{\text{highest total raw Technical Proposal evaluation score}}$$

#### 3.4.2.3 Category 3 – Breach Coach Services

The scores evaluation of Technical Proposals for Proposals in which the Offeror proposes to provide Category 3 – Breach Coach Services will be normalized as follows:

The Technical Proposal with the highest total raw Technical Proposal evaluation score (the raw scores for section 5.1, Business, Organization and Staffing and section 5.2, Scope of Work [only the portion related to Category 3 – Breach Coach Services] combined) will receive all available Technical Proposal evaluation points: 600 points. Other Proposals will be assigned a portion of the maximum available Technical Proposal evaluation points, using the formula:

$$600 \times \frac{\text{total raw Technical Proposal evaluation score of the Technical Proposal being evaluated}}{\text{highest total raw Technical Proposal evaluation score}}$$

#### 3.4.2.4 Category 4 – Notification and Credit Monitoring Services

The scores evaluation of Technical Proposals for Proposals in which the Offeror proposes to provide Category 4 – Notification and Credit Monitoring Services will be normalized as follows:

The Technical Proposal with the highest total raw Technical Proposal evaluation score (the raw scores for section 5.1, Business, Organization and Staffing and section 5.2, Scope of Work [only the portion related to Category 3 – Breach Coach Services] combined) receive all available Technical Proposal evaluation points: 600 points. Other Proposals will be assigned a portion of the maximum available Technical Proposal evaluation points, using the formula:

$$600 \times \frac{\text{total raw Technical Proposal evaluation score of the Technical Proposal being evaluated}}{\text{highest total raw Technical Proposal evaluation score}}$$

3.4.3 Proposals that have a Technical Proposal that has received a minimum of seventy percent (70%) of the Total possible Technical Proposal evaluation points (see section 3.4.5) will be considered at this point to be “potentially acceptable” pursuant to IDAPA 38.05.01.083.01.b. Cost Proposals will be opened only after the evaluation of Technical Proposals has been completed, and the only Cost Proposals that will be opened will be those for Proposals that at this point are considered to be “potentially acceptable”.

The evaluation of Cost Proposals will be on a per Category basis; therefore, each Category’s evaluation of Cost Proposals will be separated as follows:

#### 3.4.3.1 Category 1 – Risk Assessment and Mitigation Services

The scores for the evaluation of Cost Proposals for Proposals in which the Offeror proposes to provide Category 1 – Risk Assessment and Mitigation Services will be normalized as follows:

The Cost Proposal with the lowest Hourly Rate proposed for Category 1 – Risk Assessment and Mitigation Services will receive all available Cost Proposal evaluation points: 400 points. Other Proposals will be assigned a portion of the maximum available Cost Proposal evaluation points using the formula:

$$400 \times \frac{\text{lowest Hourly Rate}}{\text{Hourly Rate being evaluated}}$$

#### 3.4.3.2 Category 2 – Incident Response Services

The scores for the evaluation of Cost Proposals for Proposals in which the Offeror proposes to provide Category 2 – Incident Response Services will be normalized as follows:

The Cost Proposal with the lowest Hourly Rate proposed for Category 2 – Incident Response Services will receive all available Cost Proposal evaluation points: 400 points. Other Proposals will be assigned a portion of the maximum available Cost Proposal evaluation points using the formula:

$$400 \times \frac{\text{lowest Hourly Rate}}{\text{Hourly Rate being evaluated}}$$

Hourly Rate being evaluated

### 3.4.3.3 Category 3 – Breach Coach Services

The scores for the evaluation of Cost Proposals for Proposals in which the Offeror proposes to provide Category 3 – Breach Coach Services will be normalized as follows:

The Cost Proposal with the lowest Hourly Rate proposed for Category 3 – Breach Coach Services will receive all available Cost Proposal evaluation points: 400 points. Other Proposals will be assigned a portion of the maximum available Cost Proposal evaluation points using the formula:

$$400 \times \frac{\text{lowest Hourly Rate}}{\text{Hourly Rate being evaluated}}$$

### 3.4.3.4 Category 4 – Notification and Credit Monitoring Services

The scores for the evaluation of Cost Proposals for Proposals in which the Offeror proposes to provide Category 4 – Notification and Credit Monitoring Services will be normalized as follows:

3.4.3.4.1 For Cost per Notification (see Attachment C-4 - Costs for Category 4 – Notification and Credit Monitoring Services), the Cost Proposal with the lowest Average Unit Price proposed will receive 80 points. Other Proposals will be assigned a portion of the 80 points using the formula:

$$80 \times \frac{\text{lowest Average Unit Price}}{\text{Average Unit Price being evaluated}}$$

3.4.3.4.2 For General Call Center (see Attachment C-4 - Costs for Category 4 – Notification and Credit Monitoring Services), the Cost Proposal with the lowest Average Unit Price proposed will receive 80 points. Other Proposals will be assigned a portion of the 80 points using the formula:

$$80 \times \frac{\text{lowest Average Unit Price}}{\text{Average Unit Price being evaluated}}$$

3.4.3.4.3 For One Year Single-Bureau Credit Monitoring/Identity Theft Protection (see Attachment C-4 - Costs for Category 4 – Notification and Credit Monitoring Services), the Cost Proposal with the lowest Average Unit Price proposed will receive 80 points. Other Proposals will be assigned a portion of the 80 points using the formula:

$$80 \times \frac{\text{lowest Average Unit Price}}{\text{Average Unit Price being evaluated}}$$

3.4.3.4.4 For One Year Triple-Bureau Credit Monitoring/Identity Theft Protection

(see Attachment C-4 - Costs for Category 4 – Notification and Credit Monitoring Services), the Cost Proposal with the lowest Average Unit Price proposed will receive 80 points. Other Proposals will be assigned a portion of the 80 points using the formula:

$$80 \times \frac{\text{lowest Average Unit Price}}{\text{Average Unit Price being evaluated}}$$

3.4.3.4.5 For “Codes Only” Reduced Scope Service (see Attachment C-4 - Costs for Category 4 – Notification and Credit Monitoring Services), the Cost Proposal with the lowest proposed Fee per PIN Issued will receive 80 points. Other Proposals will be assigned a portion of the 80 points using the formula:

$$80 \times \frac{\text{lowest Fee per PIN Issued}}{\text{Fee per PIN Issued being evaluated}}$$

3.4.3.4.6 The results for 3.4.3.4.1 through 3.4.3.4.5 will be added together for a total-normalized-points result for Category 4 – Notification and Credit Monitoring Services.

3.4.4 Proposals for which Cost Proposals have been opened and evaluated will, if not deemed non-responsive up to this point, will be considered to be “acceptable” pursuant to IDAPA 38.05.01.083.01.a.

3.4.5 Based on the above, the following is a table showing the allocation of Technical Proposal evaluation points and Cost Proposal evaluation points per Category:

	Category 1	Category 2	Category 3	Category 4
<b>Section 5.1, Business, Organization and Staffing / 5.3 Customer Service Response Requirements and Contract Manager Requirements*</b>	<b>250 points</b>	<b>250 points</b>	<b>250 points</b>	<b>250 points</b>
<b>Section 5.2, Scope of Work*</b>	<b>350 points</b>	<b>350 points</b>	<b>350 points</b>	<b>350 points</b>
<b>Total possible Technical Proposal evaluation points</b>	<b>600 points</b>	<b>600 points</b>	<b>600 points</b>	<b>600 points</b>
<b>Total possible Cost Proposal evaluation points*</b>	<b>400 points</b>	<b>400 points</b>	<b>400 points</b>	<b>400 points</b>

\* The points shown are possible for each Category proposed but are not cumulative across Categories.

### 3.4.6 Evaluation Criteria

Technical Proposal includes:

Mandatory Administrative Response Requirements (Section 4)	Pass/Fail
Business, Organization and Staffing (section 5.1) and Customer Service Response Requirements and Contract Manager Requirements (section 5.3)	250 points
Scope of Work (section 5.2)	350 points
Cost Proposal ( <b>Attachment C: Cost Proposal Form</b> )	400 points
TOTAL POINTS	1,000 points

### 3.5 Best and Final Offer (BAFO) and Other Proposal Discussions

Proposal discussions with individual Offerors (including the utilization of one or more BAFOs) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state to be in its best interest. NOTE: Offerors should submit their best Proposals initially as there is no guarantee that the State will conduct any discussions.

### 3.6 Responsibility

Pursuant to IDAPA 38.05.01.081, the Lead State Contract Administrator may, in the Lead State's sole discretion, conduct a review to determine if the apparent high point Offeror is (or, Offerors are) responsible. As part of the responsibility review, the Lead State Contract Administrator may require the apparent high point Offeror(s) to provide financial reports to the satisfaction of the State and may also seek to obtain completed reference questionnaires from Offeror's(s') references to the satisfaction of the State. Nothing herein shall prevent the State from using other means to determine Offeror's(s') responsibility.

With its Proposal, Offeror is requested (but not required) to provide a list of at least three (3) references that are individuals, companies or government agencies to whom the Offeror has provided services similar in nature and scope to those described in this RFP and provided within the last three (3) years from the date this RFP was posted to IPRO. The list should provide each reference's company or government entity name, address, phone number, fax number and a current email address.

### 3.7 Award of Master Agreement(s)

Award shall be made by Category to the responsive responsible Offeror(s) with the highest number of total normalized points for the Technical Proposal evaluation and the Cost Proposal evaluation combined. The Lead State anticipates and may elect to award multiple Master Agreements per Category in accordance with Idaho Code § 67-9211. If an Offeror receives less than five hundred (500) points in a given Category, the Offeror will not be eligible to receive an award for that Category. If the Lead State chooses to award multiple Master Agreements, awards shall be prioritized according to the highest scoring Proposals in each Category.

Notwithstanding Paragraph 13 of **Attachment 6 - Solicitation Instructions to Vendors**, award of

Master Agreement(s) will be made without regard to any preference for Idaho suppliers. Participating Entities, including the state of Idaho, may take local preferences into consideration when determining if they will enter into a Participating Addendum with a Contractor to which a Master Agreement has been awarded.

### **3.8 Notice of Intent to Award**

After a final selection(s) is made, the Lead State will issue letters of intent-to-award to all responsive responsible Offerors.

### **3.9 Appeal Processes**

Offerors are directed to Idaho Code Section 67-9232, available at <https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch92/sect67-9232/> for available appeal processes.

### **3.10 Terms and Conditions Governing Solicitation and Resulting Agreements**

**3.10.1 Solicitation.** The solicitation consists of this RFP document, including all Attachments and Exhibits. In the event of any conflict, up to contract award, **Attachment 6 - Solicitation Instructions to Vendors** shall take precedence over other terms and conditions, unless an exception is explicitly taken.

**3.10.2 Master Agreement.** The Master Agreement(s) awarded from this RFP will consist of the RFP document, including all Attachments and Exhibits, and the winning Offeror's Proposal, in that order of precedence. In the event of any conflict, **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions** will take precedence over **Attachment 6 - Solicitation Instructions to Vendors** and **Attachment 7 - Lead State Standard Terms and Conditions**.

**3.10.3 Participating Addenda.** Participating Entities, including the state of Idaho, may negotiate additional and/or different terms and conditions in a Participating Addendum, which will take precedence over the terms of the Master Agreement in the event of conflict. Participating Entities may not negotiate the addition of services not contemplated by this RFP.



## Section 4: Mandatory Administrative Response Requirements

### 4.1 (M) Signature Page

All Proposals must be submitted with a state supplied Signature Page, attached separately in IPRO. For electronically submitted Proposals, submit a completed, scanned signature page.

### 4.2 (M) Include Completed Attachments

The Technical Proposal must include a completed **Attachment 4 – Company Information and Proposal Checklist** and a completed **Attachment 5 – Offeror Certification Form**.

### 4.3 (M) Acknowledgement of Amendments

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

### 4.4 (M) NASPO ValuePoint Master Agreement Statement of Compliance

Offeror must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A).

The NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the **Attachment B: Scope of Work** and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**, although Offeror will be bound to all the terms and conditions when executing a Master Agreement as shown in **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**.

### 4.5 (M) Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

### 4.6 (M) NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**. Moreover, specific summary and detailed usage reporting requirements are

prescribed by Section 7 of **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**.

Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. The Contractor will be required to provide reporting contact within fifteen (15) business days of Master Agreement execution.

#### **4.7 RESERVED**

#### **4.8 (M) Promotion of the NASPO ValuePoint Master Agreement**

**Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions** includes program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint Cooperative Procurement Program. Technical and management evaluation factors may include evaluation of: the likely effectiveness of the Offeror's promotion of the Master Agreement; the Offeror's understanding of and approach to administration of and reporting under the Master Agreement; the risk that Offeror's contractual obligations to other procurement cooperatives' may impede achievement of the objectives of the ValuePoint cooperative procurement program, in which case awards could be Lead-State-Only awards. In this regard:

- a. Briefly describe how you intend to promote the use of the Master Agreement.
- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?
- d. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging contractor's in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?
- e. Does your company participate in any other public procurement cooperatives? If yes, explain any restrictions or requirements that other cooperatives place on your company for participating with NASPO ValuePoint.

**4.8.1 Website (M).** Describe commitment to maintaining a website in adherence to the items provided below.

The Contractor shall develop and maintain a URL to a website specific to the awarded Master Agreement. The list below includes some mandatory and some desirable elements of the website:

Mandatory:

- Pricing
- Description of services that can be provided under the Master Agreement
- Contact information for order placement, problem reporting and billing concerns
- Sales representative contact information for Participating Entities and Purchasing Entities

Desirable:

- Order tracking
- Copy of Solicitation & Response
- Signed Master Agreement
- Signed Participating Addendums
- Online ordering capability

Offeror must describe any elements of the website that require a secure log-in.

The website shall be operational twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance times. The website must be separate from any Contractor commercially available (i.e., public) on-line catalog and ordering system(s). No other items or pricing may be shown on the website without written approval from the Lead State.

Within thirty (30) calendar days of Master Agreement award, the Contractor must provide a sample URL of the website to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have fifteen (15) calendar days to provide revisions to the Lead State. Once the website is approved, the Contractor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes.

#### 4.8.1.1 Example Requirements Relating to the Website

If the state of Idaho issues any Participating Addenda related to any Master Agreement awarded from this RFP, the following are requirements that will be in force related to the website (other Participating States' Participating Addenda may have other requirements):

4.8.1.1.1 Any terms or conditions associated with the website that do the following are void:

4.8.1.1.1.1 Waive the sovereign immunity of the state of Idaho;

4.8.1.1.1.2 Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;

4.8.1.1.1.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;

4.8.1.1.1.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

4.8.1.1.1.5 Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

4.8.1.1.1.6 Furthermore, any terms or conditions associated with the website that require indemnification not specifically authorized by the Idaho legislature or subject to appropriation are void pursuant to Section 67-9215, Idaho Code, and Section 59-1016, Idaho Code. Additionally, terms or conditions associated with the website that hold individual users (employees or officers of the state of Idaho and of political subdivisions of the state of Idaho) personally liable are void.

4.8.1.1.2 Additionally, the Contractor agrees that if an employee or officer of the state of Idaho or of a political subdivision of the state of Idaho clicks-through acceptance of any terms and conditions associated with the website, that click-through does not indicate that the employee or officer has accepted any clicked-through terms and conditions. The Contractor also represents that, if the website that it provides belongs to any third party, the third party also agrees specifically with the requirements of sections 4.8.1.1.1 through 4.8.1.1.2.

#### **4.9 (M) Usage Fee and Reporting Plan**

Offerors shall include in their Proposals a detailed plan for meeting the usage fee and reporting requirements of NASPO ValuePoint and Participating States. All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the usage fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

- a. Offerors shall identify the person responsible for providing the mandatory usage reports.
- b. Offerors shall identify the method and frequency in which usage data will be collected from authorized distributors.
- c. Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.

- d. Offerors shall identify the method in which up-to-date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.

#### **4.10 (M) Lead State Standard Terms and Conditions**

Refer to **Attachment 7 - Lead State Standard Terms and Conditions** that apply to this solicitation. Offeror must indicate in their Proposal that they have read and understand all of the terms and conditions shown in **Attachment 7 - Lead State Standard Terms and Conditions**.

#### **4.11 (M) Participating State Terms and Conditions**

For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offeror shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

#### **4.12 (M) Executive Summary**

The Offeror must include a one (1) or two (2) page executive summary briefly describing the Offeror's Proposal. This summary must highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary.

## Section 5 Technical Response Requirements

This section contains technical requirements pertaining to Information Security Services. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive.

### 5.1 Business, Organization and Staffing

#### 5.1.1 (M) Business Profile

**(All Offerors, regardless of the Category(ies) for which they are providing Proposals, must respond to section 5.1.1.)** Provide the following information specific to your company:

5.1.1.1 Your company's full legal name.

5.1.1.2 Primary business address.

5.1.1.3 Describe your company ownership structure.

5.1.1.4 Employee size (number of employees).

5.1.1.5 A brief history of your company and the year it was founded.

5.1.1.6 Describe your company's growth during the past three years.

#### 5.1.2 Category 1 – Risk Assessment and Mitigation Services – Experience and Qualifications

##### 5.1.2.1 (ME) Category 1 – Offeror's Experience

**Describe your company's experience** demonstrating that your company has a minimum of five (5) years of experience providing services similar in scope and size to the Category 1 Risk Assessment and Mitigation Services required in section 5.2, Scope of Work. Provide specific examples that illustrate the specific services furnished and the size, composition, etc. of the entities for whom you have provided services that you are using to demonstrate that your experience meets this minimum requirement.

##### 5.1.2.2 (ME) Category 1 Consultants – Experience and Qualifications

**Describe in detail the experience and qualifications** that you will require for your Consultants who will be performing Category 1 Risk Assessment and Mitigation Services. Include relevant certifications (such as, but not limited to, Certified Information Systems Auditor (CISA), Certified Information Security manager (CISM), and Certified Regulatory and Compliance Professional (CRCP) by FINRA) and any areas of specialization. (If you intend to use a subcontractor or subcontractors for all or any part of meeting the requirements for Category 1 Consultants, their staff members must meet the experience and qualifications that you identify in your response to this section 5.1.2.2.)

##### 5.1.2.3 (E) Category 1 - Offeror's Experience with Statewide or Large Consortium Contracts

**Describe in detail your company's experience** with statewide or large consortium contracts similar to the Master Agreement for Category 1 Risk Assessment and Mitigation Services sought through this RFP. Provide the approximate dollar value of the business' three (3) largest contracts in the last five (5) years, under which the business provided services identical or very similar to those required by this RFP.

### 5.1.3 **Category 2 – Incident Response Services – Experience and Qualifications**

#### 5.1.3.1 **(ME) Category 2 – Offeror's Experience**

**Describe your company's experience** demonstrating that your company has a minimum of five (5) years of experience providing services similar in scope and size to the Category 2 Incident Response Services required in section 5.2, Scope of Work. Provide specific examples that illustrate the specific services furnished and the size, composition, etc. of the entities for whom you have provided services that you are using to demonstrate that your experience meets this minimum requirement.

#### 5.1.3.2 **(ME) Category 2 Consultants – Experience and Qualifications**

**Describe in detail the experience and qualifications** that you will require for your Consultants who will be performing Category 2 Incident Response Services. Include relevant certifications (such as, but not limited to, SANS Certified Incident Handler (GCIH), EC-Council Incident Handler (ECIH) and ENCASE certified) and any areas of specialization. (If you intend to use a subcontractor or subcontractors for all or any part of meeting the requirements for Category 2 Consultants, their staff members must meet the experience and qualifications that you identify in your response to this section 5.1.3.2.)

#### 5.1.3.3 **(ME) Category 2 Call Center Customer Service Representatives - Qualifications**

All call center customer service representatives must have excellent customer service skills and be able to communicate clearly in English. **Describe in detail the minimum qualifications and training** for call center customer service representatives to be used in servicing the NASPO ValuePoint Master Agreement. (If you intend to use a subcontractor or subcontractors for all or any part of meeting call center requirements for Category 2 Incident Response Services, their staff members must meet the minimum qualifications and training requirements that you identify in your response to this section 5.1.3.3.)

#### 5.1.3.4 **(E) Category 2 - Offeror's Experience with Statewide or Large Consortium Contracts**

**Describe in detail your company's experience** with statewide or large consortium contracts similar to the Master Agreement for Category 2 Incident Response Services sought through this RFP. Provide the approximate dollar value of the business' three (3) largest contracts in the last five (5) years, under which the business provided services identical or very similar to those required by this RFP.

### 5.1.4 **Category 3 – Breach Coach Services – Experience and Qualifications**

#### 5.1.4.1 **(ME) Category 3 – Offeror's Experience**

**Describe your company's experience** demonstrating that your company has a minimum of five (5) years of experience providing services similar in scope and size to the Category 3 Breach Coach Services required in section 5.2, Scope of Work. Provide specific examples that illustrate the specific services furnished and the size, composition, etc. of the entities for whom you have provided services that you are using to demonstrate that your experience meets this minimum requirement.

**5.1.4.2 (ME) Category 3 Breach Response Specialist – Experience and Qualifications**

If a Triggering Event occurs, Participating Entities must be able to contact a Breach Response Specialist who can assist in determining the steps that must be taken to activate services and respond appropriately. **Describe in detail the experience and qualifications** that you will require for your Breach Response Specialists who will be performing Category 3 Breach Coach Services. Include any relevant certifications and areas of specialization. (If you intend to use a subcontractor or subcontractors for all or any part of meeting the requirements for Breach Response Specialists, their staff members must meet the experience and qualifications that you identify in your response to this section 5.1.4.2.)

**5.1.4.3 (E) Category 3 - Offeror's Experience with Statewide or Large Consortium Contracts**

**Describe in detail your company's experience** with statewide or large consortium contracts similar to the Master Agreement for Category 3 Breach Coach Services sought through this RFP. Provide the approximate dollar value of the business' three (3) largest contracts in the last five (5) years, under which the business provided services identical or very similar to those required by this RFP.

**5.1.5 Category 4 – Notification and Credit Monitoring Services – Experience and Qualifications**

**5.1.5.1 (ME) Category 4 – Offeror's Experience**

**Describe your company's experience** demonstrating that your company has a minimum of five (5) years of experience providing services similar in scope and size to the Category 4 Notification and Credit Monitoring Services required in section 5.2, Scope of Work. Provide specific examples that illustrate the specific services furnished and the size, composition, etc. of the entities for whom you have provided services that you are using to demonstrate that your experience meets this minimum requirement.

**5.1.5.2 (ME) Category 4 Identity Restoration Personnel – Experience and Qualifications**

All identity restoration personnel must be highly trained, have excellent customer service skills, and be able to communicate clearly in English. **Describe in detail the minimum experience, qualifications and training** you will require for identity restoration representatives servicing the NASPO ValuePoint Master Agreement. (If you intend to use a subcontractor or subcontractors for all or any part of meeting the requirements for identity restoration personnel, subcontractor staff members must meet the minimum qualifications and training requirements that you identify in your response to this section 5.1.5.2.)



#### 5.1.5.3 (ME) Category 4 Call Center Customer Service Representatives - Qualifications

All call center customer service representatives must have excellent customer service skills and be able to communicate clearly in English. **Describe in detail the minimum qualifications and training** for call center customer service representatives to be used in servicing the NASPO ValuePoint Master Agreement. (If you intend to use a subcontractor or subcontractors for all or any part of meeting call center requirements for Category 4 Notification and Credit Monitoring Services, their staff members must meet the minimum qualifications and training requirements that you identify in your response to this section 5.1.5.3.)

#### 5.1.5.4 (E) Category 4 - Offeror's Experience with Statewide or Large Consortium Contracts

**Describe in detail your company's experience** with statewide or large consortium contracts similar to the Master Agreement for Category 4 Notification and Credit Monitoring Services sought through this RFP. Provide the approximate dollar value of the business' three (3) largest contracts in the last five (5) years, under which the business provided services identical or very similar to those required by this RFP.

#### 5.1.6 (M) Subcontractors

**(All Offerors, regardless of the Category(ies) for which they are providing Proposals, must respond to section 5.1.6.)** Offerors must identify whether or not they intend to provide all services directly or through the use of subcontractors. If you do intend to use subcontractors, describe the extent to which you intend to use subcontractors to perform contract requirements, and clearly delineate the specific Category(ies).

Subcontractors are only permitted with written approval from the Lead State and must meet or exceed all minimum requirements in this RFP. Approval by the Lead State of the Contractor's request to subcontract or acceptance of or payment for subcontracted work by a Participating Entity shall not in any way relieve the Contractor of any responsibility under the Master Agreement and Participating Entity's Participating Addendum. The Contractor shall be and remain liable for all damages to a Participating Entity caused by negligent performance or non-performance of work under the Master Agreement and Participating Entity's Participating Addendum by the Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Master Agreement; unless the Contractor provides proof to the Lead State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the Lead State.

#### 5.1.7 General Call Center Requirements

All call centers provided under the Master Agreement(s) awarded from this RFP, including the call center personnel themselves when providing services under the Master Agreement(s), must remain within the contiguous United States. While remaining compliant with that, call center personnel may work off-site.

### 5.2 Scope of Work

See **Attachment B - Scope of Work**. Provide written responses to requirements with M, ME

and E evaluation codes within **Attachment B - Scope of Work**.

### **5.3 Customer Service Response Requirements and Contract Manager Requirements**

5.3.1 **(M)** Identify your customer services hours of operation and when key account staff are available.

5.3.2 **(ME)** Describe how you handle problem identification and resolution. Describe how you respond to and resolve customer complaints and service issues.

5.3.3 **(ME)** Describe how you will assess customer satisfaction.

5.3.4 **(ME)** The Contractor must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the state of Idaho. **The Contract Manager must have experience managing contracts for services similar to those required in this RFP. Describe in detail your proposed Contract Manager's experience managing contracts for services similar to those required in this RFP. Provide a detailed resume for the proposed Contract Manager.** Additionally, provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

5.3.5 **(ME) Describe in detail** the roles and responsibilities of the Contract Manager as they apply to the requirements of this RFP.

## **Section 6: Cost Proposal**

The Cost Proposal evaluation will be evaluated independent of the Technical Proposal evaluation. Cost Proposals must be submitted to the Lead State as a separate document within the Offerors' Proposals. **Do not embed the Cost Proposal within the Technical Proposal response.**

Costs must be submitted separately for each Category for which you are submitting a Proposal. See **Attachment C: Cost Proposal Form** for more information.

### **6.1 Price and Rate Guarantee Period**

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term is governed by Section 11 of **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions.**



## **Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**

### **1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement;
- (3) A Purchase Order, including any Scope of Work/Specifications;
- (4) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

### **2. Definitions**

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order.

**Contractor** means the person or entity performing services under the terms and conditions set forth in this Master Agreement. (Also see the definition for "Contractor" within **Attachment 7 - Lead State Standard Terms and Conditions.**)

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order services.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a state, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Participating Addendum and becomes financially committed to the purchase.

## **NASPO ValuePoint Program Provisions**

### **3. Term of the Master Agreement**

a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for up to three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State a follow-on, competitive procurement will be

unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

#### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

#### **5. Participants and Scope**

a. Contractor may not provide services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state

government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities, who are not states, may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** “Resale” means any payment in exchange for transfer of PINs (see Attachment B section B.8.3) or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell PINs. Absent any such condition or explicit permission, this limitation does not prohibit payments by employees of a Purchasing Entity for services. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes

or shipping) at the adjusted prices (if any) in Participating Addenda.

## 7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in the separately attached document with the heading "NASPO ValuePoint Cooperative Contract Detailed Sales Report".

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The



recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO

ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

## **9. RESERVED**

### **10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

### **11. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period and must be made at least one hundred twenty (120) calendar days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

### **12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **Administration of Orders**

### **13. Ordering**

- a. Master Agreement order and Purchase Order numbers shall be clearly shown on all acknowledgments, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally

compete the requirement among companies having a Participating Addendum in their states on an “as needed” basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Participating Addendum Contractors within its state should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement and applicable Participating Addenda.

d. The Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity unless otherwise identified in a Participating Addendum.

e. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addenda during the term of the Master Agreement and applicable Participating Addenda.

f. All Orders pursuant to this Master Agreement and applicable Participating Addenda, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place services are rendered (if applicable);
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the Contractor’s proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and applicable Participating Addenda identifiers.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to one hundred eighty (180) calendar days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at

the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **14. RESERVED**

#### **15. Laws and Regulations**

Any and all services rendered shall comply fully with all applicable Federal and State laws and regulations.

#### **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. RESERVED

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. RESERVED

e. RESERVED

#### **17. Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. RESERVED**

## **19. RESERVED**

### **20. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-Existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property. (This requirement is to be considered to be a baseline requirement. Participating Entities may further define requirements of this nature within their individual Participating Addenda.)

## **General Provisions**

### **21. Insurance**

a. No later than five (5) business days after award of Master Agreement, the Contractor must provide a certificate or other form to DOP showing proof of current coverage. All insurance policies and certificates must be signed copies. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your Master to be cancelled.

b. The Contractor shall carry liability and property damage insurance that will protect it and the Participating State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from the performance of requirements in the Master Agreement and in Participating Addenda whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

c. The Contractor shall not commence work under the Master Agreement or any Participating Addenda until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the Participating State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the Master Agreement and all Participating Addenda have expired or are terminated.

d. Commercial General Liability Insurance: The 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 the Master Agreement and Participating Addenda.

d.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).

e. Commercial Automobile Liability Insurance: The 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).

e.1 The Offeror within its Proposal may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Proposal if the Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Master Agreement and Participating Addenda, if it is awarded a Master Agreement, and the Lead State will consider the request. If the 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 Proposals, the Lead State may not consider the request.

f. Workers Compensation Insurance and Employer's Liability: The 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 injury by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

g. Professional Liability (Errors & Omissions) Insurance: The Contractor must maintain Professional Liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence, \$4,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to the Master Agreement and Participating Addenda.

h. Crime Insurance/Employee Dishonesty: The Contractor must maintain Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverage for the Lead State and for each Participating State and/or purchaser owned property in the care, custody, and control of Contractor, including computer fraud. Coverage limits shall not be less than \$1,000,000.

i. Information Security/Cyber Liability Insurance: The Contractor must maintain Cyber Liability and Security Insurance covering personally identifiable information transmitted to, accessed, created, or stored within the Contractor's computer system or within any associated third-party's computer system with minimum liability limits of \$5,000,000 per occurrence and provide coverage for the following risks (collectively, "cyber-security liabilities"):

- i. Liability arising from theft, dissemination, and/ or use of personally identifiable information transmitted to, accessed, created, or stored the Contractor's computer system or within any associated third-party's computer system;
- ii. Information or identity theft, misuse of, or unauthorized disclosure of personally identifiable information;

- iii. Loss of, denial of access to, spread of viruses, and attacks on, damage to, alteration of or destruction of personally identifiable information;
- iv. Infringement of intellectual property, including but not limited to, copyright, trademark, multimedia/media, or trade dress infringement or violations;
- v. Invasion of privacy or the unauthorized release of private information; and
- vi. Extortion or threats of extortion.

Coverage shall include a waiver of subrogation in favor of the Lead State, Participating States and their divisions, officers and employees for losses caused by and to the extent of Contractor's negligence.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Lead State requires, and Participating States require and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lead State and Participating States.

For claims made policies the Retroactive Date must be shown and must be before the first day of the initial term of the Master Agreement; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of all work under the Master Agreement and all Participating Addenda; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the first day of the initial term of the Master Agreement, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of all work under the Master Agreement and all Participating Addenda.

j. Technology Errors and Omissions: The Contractor must maintain coverage for negligent acts, errors or omissions with a liability limit of \$1,000,000 per Claim/Annual Aggregate.

Coverage shall be maintained in effect during the period of the Master Agreement and all Participating Addenda and for no less than two (2) years after termination or expiration of the Master Agreement and all Participating Addenda.

k. Additional Insured: The Commercial General Liability and Commercial Automobile Liability insurance coverages required for the performance of requirements in the Master Agreement and in Participating Addenda shall include the Participating State, the Purchasing Entity and their divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Master Agreement and Participating Addenda.

k.1 The Contractor must provide proof of the Participating State, the Purchasing Entity and their divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the Participating State, the Purchasing Entity and their divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

k.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 Participating State, the Purchasing Entity and their divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

l. Notice of Cancellation or Change: The 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 Lead State and to each Participating State in accordance with the policy provisions.

m. Insurance Reporting Requirements: The Contractor is ultimately responsible for complying with all insurance reporting requirements and the Contractor shall indemnify the Participating State should the Contractor somehow fail in this capacity.

n. Acceptable Insurers and Deductibles: Insurance coverage required under the Master Agreement and Participating Addenda 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 Participating State on or related to the Master Agreement and Participating Addenda 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.

o. Waiver of Subrogation: All policies for Commercial General Liability, Commercial Automobile Liability, Workers Compensation, Information Security/Cyber Liability and Technology Errors & Omissions shall contain waivers of subrogation. The Contractor waives all rights against the Participating 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 Participating State.

## **22. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.



b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing services under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement

disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

c. Approval by the Lead State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by a Participating Entity shall not in any way relieve the Contractor of any responsibility under the Master Agreement or any Participating Addendum. The Contractor shall be and remain liable for all damages to the Lead State under the Master

Agreement and to any Participating Entity under any Participating Addendum caused by the Contractor or any of its subcontractor(s). Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Master Agreement; unless the Contractor provides proof to the Lead State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the Lead State.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for services provided and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

## **29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or

- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing

Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

### **32. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the services or their use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the services with any other product, system or method, unless the product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the services; or

(c) reasonably required, in order to provide the services, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to provide the services in combination with such

product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

### **35. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as

Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

### **36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

### **37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **38. Leasing or Alternative Financing Methods**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of services under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

### **39. Software or System Failure or Damage**

For any software provided by the Contractor, and for any web-based system to which the Contractor provides Purchasing Entities access, in the event of software or system failure the Contractor agrees to use its best efforts to restore the software or system to operational capacity.

## **Attachment B: Scope of Work**

### **B.1 CONTRACT ADMINISTRATION**

### **B.1.1 Contract Manager**

The Contractor must provide a Contract Manager as the single Point of Contact (POC) for management of the NASPO ValuePoint Master Agreement, administered by the State of Idaho.

### **B.1.2 Participating Entity Point of Contact**

The Contractor must provide a single POC for each Participating Entity. The POC must be available during the regular business hours of the assigned Participating Entity. The Contractor may assign the same POC to more than one Participating Entity.

### **B.1.3 Quarterly Status Updates and Annual Supplier Review Conferences**

The Contractor must attend Quarterly Status Update Conferences with the Lead State to review contract issues and/or the Contractor's performance. The Contractor must annually complete and submit the NASPO ValuePoint Contractor Workbook and attend an Annual Supplier Review Conference. Conferences may be held in Boise, Idaho or by conference call, at the option of the Lead State.

### **B.1.4 Participating Addendum Services**

A Purchasing Entity may decide, in its sole discretion, to begin using the services described in the Master Agreement at any time during the term of the Master Agreement and Participating Addendum.

B.1.4.1 A Participating Entity may elect to use a limited selection of services rather than all services provided under this RFP. For example, a Participating Entity may elect to award Categories 1, 2, 3, and 4 to any Contractor awarded all categories or Categories 2 and 3 to a Contractor awarded all four in their Participating Addendum. A Participating Entity must not execute a Participating Addendum to a Contractor for a Category for which the Contractor has not been awarded a Master Agreement.

### **B.1.5 Security of Information**

B.1.5.1 Protection of Data must be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Data at any time. To this end, the Contractor must safeguard the confidentiality, integrity, and availability of Data and comply with the following conditions:

B.1.5.1.1 All Purchasing Entity Data obtained by the Contractor under a Participating Addendum must become and remain property of the Purchasing Entity.

B.1.5.1.2 At no time shall any Data or processes which either belong to or are intended for the use of the Purchasing Entity or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.



B.1.5.1.3 The Contractor must meet or exceed the requirements of the Purchasing Entity's security policies, standards, and regulatory and contractual obligations as defined in the Participating Entity's Participating Addendum and Purchase/Work Order. The Contractor must have security measures in place to ensure that a Purchasing Entity's sensitive or protected information and/or Data at rest, in use, or in transit is not compromised through a breach\* of the Contractor's system and/or applications.

(\* For the purposes of section B.1.5.1.3, "breach" shall mean a security incident in which sensitive, protected or confidential Data is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so.)

B.1.5.2 The Contractor must notify the Purchasing Entity of any suspected or actual Breach of the Purchasing Entity's or Active Participants' Data immediately upon discovery.

B.1.5.3 The Contractor must be AICPA SOC 2 compliant. The Contractor must keep all information regarding the Purchasing Entity, Eligible Persons and Active Participants, whether obtained from the Purchasing Entity, from Eligible Persons, or through performance of the services under the Master Agreement, confidential and secure and additionally must dispose of all information in a manner that meets or exceeds the AICPA SOC 2 standards, available at:

<http://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/pages/aicpasoc2report.aspx>.

B.1.5.3.1 The Contractor must provide the Lead State with the results of the SOC 2 type 2 audit of its development and operational practices, conducted within the last two (2) years and including all management comments and plans to correct identified deficiencies upon request. If the Contractor has not yet completed a SOC 2 type 2 audit, the Contractor must inform the Lead State of the date when the results will be provided, not more than six (6) months following Master Agreement award. The Lead State may terminate the Master Agreement for the Contractor's failure to provide the audit results requirements in this section within the timeframe specified in this section.

B.1.5.3.2 The Contractor must continue to complete SOC 2 type 2 audits at least one (1) time every two (2) years throughout the term of the Master Agreement and must provide the results to the Lead State within six (6) months of completion of the audit.

B.1.5.4 The Contractor must contact the Purchasing Entity immediately upon receipt of any electronic discovery, litigation holds, discovery searches, expert testimony, or other similar requests which in any way might reasonably require access to the Purchasing Entity's Data.

B.1.4.5 The Contractor must not respond to subpoenas, service of process, and other legal requests related to the Purchasing Entity without first notifying the Purchasing Entity

unless prohibited by law from providing such notice.

B.1.5.6 The Purchasing Entity owns all rights, title and interest in its Data that is related to the services provided under any Order. The Contractor must not access the Purchasing Entity's user accounts or Data, except (i) in the response to service or technical issues, (ii) as required by the express terms of the Order, or (iii) at the Purchasing Entity's written request.

## **B.2 (ME) CATEGORY 1 - RISK ASSESSMENT AND MITIGATION SERVICES**

*Describe in detail how you will meet the requirements of sections B.2.1 through B.2.3.5. Follow the order of these section numbers, and, within your response, include the section numbers (and headings, if any) followed by your response to each particular section number.*

**B.2.1 Orders** A Purchasing Entity may customize services ordered. The Contractor must maintain the ability to provide all services available under this Category throughout the entire Master Agreement term, including all renewals. The Purchasing Entity will work with the Contractor to develop a Statement of Work for each Order. A Purchasing Entity may elect to use a limited selection of services rather than all services available under this Category. For example, a Purchasing Entity may elect to evaluate threats and vulnerabilities in their current environment but not utilize training services. The Purchasing Entity reserves the right to amend any Order.

B.2.1.1 The Purchasing Entity will provide a Statement of Work which will include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services.

B.2.1.2 If the service is to be performed on-site, travel costs will be reimbursed in accordance with the Purchasing Entity's travel policy, which will be included with the Order.

### **B.2.2 General Requirements**

B.2.2.1 The Contractor must ensure all Consultant services are performed by trained experts in the field relevant to the services ordered, who possess the experience and qualifications identified in the Contractor's response to section 5.1.2.2, Category 1 Consultants – Experience and Qualifications.

B.2.2.2 The Contractor must work collaboratively with the Purchasing Entity and produce relevant, accurate documents that use terminology that is easily understood by a layperson.

#### **B.2.2.3 Data Encryption and Data Location Requirements**

B.2.2.3.1 **Non-Public Data:** All Non-Public Data (includes PII and any other Data that the Purchasing Entity requires to be protected) provided by a Purchasing Entity to the Contractor must be encrypted at rest and in transit with controlled access. Unless otherwise provided in the Participating Addendum or the

Purchasing Entity's Purchase Order, the Contractor is responsible for encryption of the Non-Public Data. All encryption shall be consistent with validated cryptography standards such as the current standards in FIPS 140-2, Security Requirements for Cryptographic Modules, or the then-current NIST recommendation.

The Purchasing Entity shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the Purchasing Entity's Purchase Order.

B.2.2.3.2 Data Location: Any data centers used by the Contractor for activities related to the services required in this RFP must be located within the United States and storage of Data at rest shall be located solely in data centers located within the United States. The Contractor shall not allow its personnel or subcontractors to store Data on portable devices, except for devices that are used and kept only at its data centers located within the United States. Each data center used by the Contractor to support Participating Addenda must be within a physical security perimeter to prevent unauthorized access, and physical entry controls must be in place so that only authorized personnel have access to Data.

### **B.2.3 Services**

B.2.3.1 The Contractor must perform vulnerability assessments, privacy impact and policy assessments, and evaluation and analysis of internal controls critical to the detection and elimination of vulnerabilities to the protection of Data, as defined by a Purchasing Entity. Services include, but are not limited to:

B.2.3.1.1 Implementation of risk assessments and mitigation strategies in alignment with published, mainstream information security frameworks and standards.

B.2.3.1.2 Compliance assessment of the Purchasing Entity's disclosure responsibilities for Data. This includes compliance with applicable federal, state, and local regulations, and standards governing the protection of information.

B.2.3.1.3 Evaluation of threats and vulnerabilities to Data in the Purchasing Entity's current environment, including any proprietary systems.

B.2.3.1.4 Prioritization of threats and weaknesses identified by an assessment and cost evaluation.

B.2.3.1.5 Review of, and recommendations for the improvement and/or creation of information security policies.

B.2.3.1.6 Specific services may include, but are not limited to, and may be identified in individual Orders:

B.2.3.1.6.1 External and internal penetration testing, including social engineering.

B.2.3.1.6.2 Code security assessment.

B.2.3.1.6.3 Mobile application security assessment.

B.2.3.1.6.4 Web application security assessment.

B.2.3.1.6.5 Wireless security assessment.

B.2.3.2 The Contractor must design and develop business processes, procedures, and business applications in response to risk assessments.

B.2.3.3 The Contractor must provide a comprehensive final written report within one (1) week of conclusion of the engagement (or as otherwise determined by the Purchasing Entity) that at a minimum includes detailed risk statements, explanations, and recommendations for mitigating identified risks.

B.2.3.4 The Contractor must provide consultation services for development of terms for third-party contracts, including those with cloud-based providers.

B.2.3.5 The Contractor must provide education services for the Purchasing Entity's personnel on adequate information security practices.

#### **B.2.4 (M) Competencies**

Offerors must describe their competency in all of the following:

B.2.4.1 HIPAA

B.2.4.2 CJIS

B.2.4.3 IRS 1075

B.2.4.4 PCI

B.2.4.5 SSA

B.2.4.6 CIS controls

B.2.4.7 FISMA

#### **B.3 (E) CATEGORY 1 – VALUE-ADD SERVICES**

Offerors who can supply value add services beyond what is required in sections B.2.1 through B.2.3.5 should describe those value-add services enter the cost(s) for such within their Cost Proposals.

Proposed Value Add Options may become part of the Master Agreement, at the Lead State's sole option. Proposed value-add services that become part of the Master Agreement will then be accessible by Purchasing Entities, as long as the Participating Addendum contemplates the proposed value-add services.

## **B.4 (ME) CATEGORY 2 – INCIDENT RESPONSE SERVICES**

*Describe in detail how you will meet the requirements of sections B.4.1 through B.4.8.3. Follow the order of these section numbers, and, within your response, include the section numbers (and headings, if any) followed by your response to each particular section number.*

### **B.4.1 Service Initiation/Customer Service/Call Center/Consultants**

**B.4.1.1 Orders.** A Purchasing Entity may customize services ordered. The Contractor must maintain the ability to provide all services available under this Category throughout the entire Master Agreement term, including all renewals. The Purchasing Entity will work with the Contractor to develop a Statement of Work for each Order. A Purchasing Entity may elect to use a limited selection of services rather than all services available under this Category. The Purchasing Entity reserves the right to amend any Order to add or remove services as the actual scope of the Event or Incident is determined.

**B.4.1.1.1** The Statement of Work must include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services.

**B.4.1.1.2** If the service is to be performed on-site, travel costs will be reimbursed in accordance with the Purchasing Entity's travel policy, which will be included with the Order.

**B.4.1.2** The Contractor must provide timely response to a Purchasing Entity's request for services. The Contractor must maintain an active, monitored email account for priority or urgent communications.

**B.4.1.3** The Contractor must provide a general call center within the contiguous United States that may be reached via toll free number twenty-four hours per day, seven days per week (24x7), every day of the year.

**B.4.1.4** After initial request is transmitted by the Purchasing Entity to the Contractor's representative, an Incident Manager must respond by telephone or email within four (4) hours.

**B.4.1.5** If the Incident requires an on-site Contractor presence, the Contractor must be on-site within one (1) business day of request, or as mutually agreed on the Order.

**B.4.1.6** The Contractor must ensure all Consultant services are performed by trained experts in the field relevant to the services ordered, who possess the experience and qualifications identified in the Contractor's response to section 5.1.3.2, Category 2 Consultants – Experience and Qualifications.

### **B.4.2 Event and Incident Management**

B.4.2.1 The Contractor must work with the Purchasing Entity to determine the actual scope of an Event and determine if the Event is an Incident. This may include, but is not limited to, gathering information from various sources such as log files, error messages, and other resources such as intrusion detection systems and firewalls that may produce evidence to determine if an Event is an Incident.

B.4.2.2 The Contractor must collect evidence, follow Chain of Custody protocol, and document all actions taken during the Event or Incident Response.

B.4.2.2.1 All Event and Incident documentation must be made available to the Purchasing Entity and law enforcement upon request.

B.4.2.3 The Contractor must identify when the Purchasing Entity should contact law enforcement and the Contractor must work with law enforcement under the direction of the Purchasing Entity.

B.4.2.4 Because of the sensitive and confidential nature of information and communication surrounding an Incident, the Contractor must ensure all communication is through secure channels and disclosure of Incident information is limited to identified Purchasing Entity personnel and limited to a need to know basis (as defined by the Purchasing Entity) for all others.

#### **B.4.3 Containment Services**

The Contractor shall provide containment services that include but are not limited to:

B.4.3.1 Short-term containment of an Event or Incident to limit the damage incurred while preventing the destruction of any evidence that may be needed for later prosecution.

B.4.3.2 System back-up utilizing forensic software that preserves evidence and captures affected system(s) as they were during the Incident.

B.4.3.3 Long-term containment of affected system(s) to allow systems to be used in production during eradication.

#### **B.4.4 Eradication Services**

The Contractor shall provide eradication services that include but are not limited to:

B.4.4.1 Removal of malicious or illicit code and restoration of affected system(s).

#### **B.4.5 Recovery Services**

The Contractor shall provide recovery services that include but are not limited to:

B.4.5.1 Reinstatement of affected system(s) into the production environment. May include, but is not limited to testing, monitoring, and validation that ensure reinstated system(s) do not re-infect the environment and are not otherwise compromised.

#### **B.4.6 Forensic Analysis**

The Contractor shall conduct forensic analysis that includes but is not limited to:

B.4.6.1 In-depth analysis or investigation and report that objectively identifies and documents the culprits, reasons, course, and consequences of a security incident, utilizing a legally admissible methodology. Services include, but are not limited to the following:

B.4.6.1.1 Protect the system during forensic examination from any possible alteration, damage, corruption of Data, or virus introduction.

B.4.6.1.2 Discover and recover all files on the system, including but not limited to existing normal, deleted, hidden, password-protected, and encrypted files; reveal the contents of hidden, temporary, and swap files; access the contents of protected or encrypted files, if possible and legally appropriate; and analyze all possibly relevant Data, including Data found in unallocated space on a disk and slack space in a file.

B.4.6.1.3 Create report that includes overall analysis of the subject system, all possibly relevant files, and discovered file Data. Report may include, but is not limited to system layout, file structures, any Data and authorship information discovered, any attempts to hide, delete, protect, and encrypt information, and any other discovered information or Data that appears to be relevant to the examination. The report must be provided within the timeframe specified by the Purchasing Entity.

B.4.6.1.4 Provide expert consultation and/or testimony, when required by the Purchasing Entity.

#### **B.4.7 Reporting**

B.4.7.1 The Contractor must provide comprehensive reviews and analyses of a Purchasing Entity's Event or Incident. Reports may include, but are not limited to:

B.4.7.1.1 Review and report that includes identification of potentially compromised information, trends, and unusual patterns.

B.4.7.1.2 Investigation and report of the circumstances surrounding the Event or Incident, including determination of whether or not the Event or Incident appears to be incidental, accidental, or targeted.

B.4.7.1.3 Analysis of the compromised Data to determine if there is evidence of Data mismanagement or compromise.

B.4.7.1.4 Report that includes aggregate and complete information to date, allowing the Purchasing Entity to quickly address inquiries from Federal, state, and local stakeholders and the media.

B.4.7.1.5 Post-incident analysis that identifies necessary improvements to existing security controls and practices and includes recommendations for correcting systemic weaknesses and deficiencies in policies and procedures.

B.4.7.2 During the engagement, reports must be incrementally delivered on a schedule defined by the Purchasing Entity. This includes, but is not limited to:

B.4.7.2.1 Written status reports of activities completed, findings, and planned activities no less frequently than weekly or as otherwise determined by the Purchasing Entity.

B.4.7.2.2 Comprehensive final written report within one (1) week of conclusion of the engagement, or as otherwise determined by the Purchasing Entity.

B.4.7.2.3 Written inventory of all copies made of files or configurations from workstations, servers, or network devices.

B.4.7.2.4 Executive briefings and written summaries, as appropriate to the Incident or Event.

#### **B.4.8 Call Center**

B.4.8.1 The Contractor must provide a call center within the contiguous United States that may be reached via toll free number 24x7, every day of the year.

B.4.8.2 The Contractor must clearly identify to callers the method to access services for each distinct Triggering Event.

B.4.8.3 Staff at the call center must answer questions in a courteous and professional manner, using the FAQ script, if one is provided by the Purchasing Entity. Additionally, all calls to the call center must be answered by a call center staff member within one (1) minute of the call being placed.

#### **B.5 (E) CATEGORY 2 – VALUE-ADD SERVICES**

Offerors who can supply value add services beyond what is required in sections B.4.1 through B.4.7.2.4 should describe those value-add services enter the cost(s) for such within their Cost Proposals.

Proposed Value Add Options may become part of the Master Agreement, at the Lead State's sole option. Proposed value-add services that become part of the Master Agreement will then be accessible by Purchasing Entities, as long as the Participating Addendum contemplates the proposed value-add services.



## **B.6 (ME) CATEGORY 3 – BREACH COACH SERVICES**

*Describe in detail how you will meet the requirements of sections B.6.1 through B.6.3.7. Follow the order of these section numbers, and, within your response, include the section numbers (and headings, if any) followed by your response to each particular section number.*

### **B.6.1 Service Initiation/Customer Service/Breach Response Specialists**

**B.6.1.1 Orders.** A Purchasing Entity may customize services ordered. The Contractor must maintain the ability to provide all services available under this Category throughout the entire Master Agreement term, including all renewals. The Purchasing Entity will work with the Contractor to develop a Statement of Work for each Order. A Purchasing Entity may elect to use a limited selection of services rather than all services available under this Category. The Purchasing Entity reserves the right to amend any Order to add or remove services as the actual scope is determined.

**B.6.1.1.1** The Statement of Work must include a detailed task list, deliverables, timeframes, estimated level of effort and staffing levels for the specific services.

**B.6.1.1.2** If the service is to be performed on-site, travel costs will be reimbursed in accordance with the Purchasing Entity's travel policy, which will be included with the Order.

**B.6.1.2** The Contractor must provide timely response to a Purchasing Entity's request for services. The Contractor must maintain an active, monitored email account for priority or urgent communications.

**B.6.1.3** After initial request is transmitted by the Purchasing Entity to the Contractor, the Contractor must respond by telephone or email within two (2) business days.

**B.6.1.4** The Contractor must provide the required services within one (1) business day of request, or as mutually agreed on the Order.

**B.6.1.5** The Contractor must ensure all Breach Response Specialists that provide services are trained experts in the field relevant to the services ordered, who possess the experience and qualifications identified in the Contractor's response to section 5.1.4.2, Category 3 Breach Response Specialist – Experience and Qualifications.

**B.6.2** The Contractor must possess well-rounded knowledge of the Breach life cycle from start to finish including, but not limited to the investigation process, regulatory requirements, and consumer and business notification rules and expectations.

**B.6.3** The Contractor must provide guidance, advice and consultation to coordinate and support the Purchasing Entity's Breach response, including the investigation and mitigation of a Breach impacting individuals or organizations that may be located within the state, region, or dispersed nationwide. Services may include, but are not limited to:

B.6.3.1 Work collaboratively with the Purchasing Entity's incident response team and Incident response Contractor, if applicable. The Contractor must also cooperatively and collaboratively engage with internal stakeholders such as, but not limited to, the Purchasing Entity's legal counsel, state's attorneys general, federal regulators, internal IT and Human Resources staff, Risk Management, and public relations/media representative(s) as appropriate to the Breach.

B.6.3.2 Facilitate Crisis Management that arises from the Breach by engaging and collaborating with external partners such as Public Relations firms, IT consultants, Forensic Accountants, and Credit Monitoring and Notification services providers, and law enforcement.

B.6.3.3 Determine whether the Data compromised by a Breach requires notification, as defined by state and Federal security breach laws.

B.6.3.4 Advise on communication strategy and notification requirements, including, but not limited to preparing and supporting communications regarding the Breach to regulators, affected individuals, the media, and others identified by the Purchasing Entity.

B.6.3.5 Provide counsel on ethical implications, reputation management, and the subsequent risks following any Data Breach.

B.6.3.6 Advise on legal consequences and rules applicable to the Purchasing Entity's compliance with relevant data protection laws.

B.6.3.7 Assist the Purchasing Entity during regulatory investigation, litigation or both.

## **B.7 (E) CATEGORY 3 – VALUE-ADD SERVICES**

Offerors who can supply value add services beyond what is required in sections B.6.1 through B.6.3.7 should describe those value-add services enter the cost(s) for such within their Cost Proposals.

Proposed Value Add Options may become part of the Master Agreement, at the Lead State's sole option. Proposed value-add services that become part of the Master Agreement will then be accessible by Purchasing Entities, as long as the Participating Addendum contemplates the proposed value-add services.

## **B.8 (ME) CATEGORY 4 - NOTIFICATION AND CREDIT MONITORING SERVICES**

*Describe in detail how you will meet the requirements of sections B.8.1 through B.8.7.2. Follow the order of these section numbers, and, within your response, include the section numbers (and headings, if any) followed by your response to each particular section number.*

### **B.8.1 Service Activation**

B.8.1.1 A Purchasing Entity may decide, in its sole discretion, to begin using the services

described in the Master Agreement for Category 4 at any time during the term of the Master Agreement and Participating Addendum.

#### **B.8.1.2 Orders**

A Purchasing Entity may customize services ordered. The Contractor must maintain the ability to provide all services available under this Category throughout the term of the Master Agreement. A Purchasing Entity may elect to use a limited selection of services rather than all services provided under this Category. For example, a Purchasing Entity may activate Call Center and Credit Monitoring and Identity Theft Monitoring services but not Notification services.

B.8.1.3 Each Purchasing Entity has sole discretion to determine if and when it will activate services and to define the eligibility requirements for Eligible Persons to register for the services provided under the Master Agreement and Participating Addendum.

B.8.1.4 Activation of services shall commence upon written notification to the Contractor by a Purchasing Entity.

B.8.1.4.1 The Purchasing Entity will provide the Contractor with a list of apparent Eligible Persons as detailed in section B.8.2.3.

B.8.1.4.2 The Purchasing Entity may provide a Frequently Asked Question (FAQ) script to ensure the Contractor's staff provide consistent responses to inquiries about a Triggering Event. When an FAQ is provided by the Purchasing Entity, the Contractor shall direct its staff in its use.

### **B.8.2 Notifications**

B.8.2.1 The Contractor must meet each state's unique rules governing the need to notify affected persons of Triggering Events, including content and timing requirements.

B.8.2.2 Upon issuance of an Order, the Contractor must work with each Purchasing Entity to develop a sample Notification Plan and template based on each Purchasing Entity's requirements in order to facilitate timely notification in the event of a Triggering Event.

B.8.2.2.1 The Notification Plan may include information including but not limited to:

B.8.2.2.1.1 An overview of the Purchasing Entity's requirements;

B.8.2.2.1.2 A general timeline for the Purchasing Entity notifying the Contractor of the Triggering Event, the Purchasing Entity providing information to the Contractor, and the Purchasing Entity determining whether or not the Contractor will send notifications to affected persons;

B.8.2.2.1.3 A notification template that the Contractor may use to develop

notices to send to affected persons, or to customize for a specific Triggering Event, at the option of the Purchasing Entity;

B.8.2.2.1.4 A general timeline for the Purchasing Entity approving the draft notification and the Contractor sending the notifications; and

B.8.2.2.1.5 The Purchasing Entity's selected method of sending notifications.

B.8.2.2.2 The Notification Plan and template must be approved by the Purchasing Entity and in place within sixty (60) calendar days of execution of an Order. If a Triggering Event occurs prior to the development and approval of a Notification Plan and template, the Contractor must immediately work with the Purchasing Entity to make the required timely notifications.

B.8.2.3 Upon notification by a Purchasing Entity that a Triggering Event has occurred which requires notifications, and at the option of the Purchasing Entity, the Contractor must intake, review, and data cleanse the Purchasing Entity-furnished data set of identified apparent Eligible Individuals which includes but is not limited to review of National Change of Address (NCOA).

B.8.2.3.1 The Contractor shall remove repetitive information for the same individual (de-duplicate the Data) and provide a final notification list and a duplicate list (names removed during the de-duplication process) to the Purchasing Entity for approval within seven (7) calendar days of receipt of the data set and prior to sending notifications.

B.8.2.4 Upon notification by a Purchasing Entity that a Triggering Event has occurred which requires notifications, and at the option of the Purchasing Entity, the Contractor must prepare, print (if notification by mail is ordered), and send all notifications via the delivery method specified by the Purchasing Entity.

B.8.2.4.1 The Purchasing Entity shall provide written approval of any notice prior to it being sent.

B.8.2.4.2 The Purchasing Entity shall approve the final notification list (if data cleansing is ordered by the Purchasing Entity) or otherwise provide a list of names and address, in Microsoft Excel or another mutually agreeable file format, of persons to whom the notification must be sent.

B.8.2.4.3 The Contractor must send notifications within the timeframe required by the Purchasing Entity's laws and regulations.

B.8.2.5 The Contractor shall only use the contact information provided by the Purchasing Entity to send the required notifications, unless the Purchasing Entity agrees in writing to allow the Contractor to send additional materials or make additional contact.

### **B.8.3 “Codes Only” Reduced Scope Service**

B.8.3.1 The Contractor must also provide, as an alternative to full enrollment in the services described in sections B.8.1 through B.8.2.5 above, a “codes only” reduced scope service (triple bureau) in which the Contractor issues a list of PINs (unique activation codes) upon request by a Participating Entity, which can be used by Eligible Persons on a per-occurrence basis. The PINs must be valid for redemption for a minimum of ninety (90) calendar days from the date of issuance. Eligible Persons must have the option to enroll online via the Contractor’s website, or offline via toll free telephone number.

### **B.8.4 Call Center**

B.8.4.1 The Contractor must provide a call center that may be reached via toll free number 24x7, every day of the year.

B.8.4.2 The Contractor must clearly identify to callers the method to access services for each distinct Triggering Event.

B.8.4.3 Staff at the call center must answer questions regarding services, eligibility, and enrollment in a courteous and professional manner, using the FAQ script, if one is provided by the Purchasing Entity. Additionally, all calls to the call center must be answered by a call center staff member within one (1) minute of the call being placed.

### **B.8.5 Customer Service**

B.8.5.1 The Contractor must provide the highest quality of customer service to each Eligible Person and Active Participant. All customer service representatives must treat all Eligible Persons and Active Participants with respect and offer assistance in resolving any issues, concerns, or complaints.

B.8.5.2 If the customer service representative cannot adequately address the concerns of an Eligible Person or Active Participant, the concern must be elevated according to the agreed-upon Service Level Agreement (SLA).

B.8.5.3 The Contractor must, at a minimum, provide the following:

B.8.5.3.1 Resources to assist Eligible Persons and Active Participants in a manner consistent with the agreed-upon SLA; and

B.8.5.3.2 Call centers and customer support personnel located within the United States.

### **B.8.6 Credit Monitoring/Identity Theft Protection**

The Contractor must provide the following minimum services to all Active Participants:

B.8.6.1 Enrolling Eligible Persons

B.8.6.1.1 When a Purchasing Entity notifies the Contractor to activate services, the Purchasing Entity will provide a list including names and addresses of all Eligible Persons.

B.8.6.1.2 The Contractor must begin enrolling Eligible Persons who choose to become Active Participants as soon as it receives the list described in section B.8.6.1.1.

B.8.6.1.3 At a minimum, the Contractor must provide Eligible Persons the option to enroll by phone, mail, and online.

B.8.6.1.4 The Contractor shall not require Active Participants to provide any information beyond the information typically required and reasonably necessary to provide the contracted services.

B.8.6.1.5 The Contractor shall not automatically subscribe or enroll Active Participants in follow-on services, require Active Participants to enroll in follow-on services, or imply that follow-on services are otherwise required by Active Participants. Follow-on services are any additional services offered by the Contractor that are not included in the Master Agreement or Participating Addendum.

B.8.6.1.6 The Contractor must terminate services to each Active Participant at the end of each Enrollment Term as defined in section B.8.6.2. There must not be an automatic renewal of the service to the Active Participant. The Contractor must notify each Active Participant in writing of the upcoming service termination no later than one (1) month before the expiration of the Enrollment Term.

#### **B.8.6.2 Enrollment Term**

Eligible Persons that elect to become Active Participants shall receive Credit Monitoring, Identity Theft Monitoring and alerts/notifications for a period of one (1) year. The Purchasing Entity may elect to provide Active Participants services for additional period(s) of not less than one (1) year each.

Upon the expiration of the Enrollment Term between the Contractor and an Active Participant, the Contractor must dispose of all of the Active Participant's information by a secure method.

#### **B.8.6.3 Credit Monitoring**

The Contractor must provide daily monitoring of one (1) or three (3) of the three (3) major credit bureaus, depending on the level of services elected by the Purchasing Entity. The Contractor must monitor for activity including, but not limited to, new lines of credit and credit inquiries.

#### **B.8.6.4 Identity Theft Monitoring**

The Contractor must provide monitoring designed to detect theft of an Active Participant's identity. Examples of such monitoring include but are not limited to: monitoring of new accounts, public records, address changes, non-credit/payday loans, and scanning of underground/black market websites for use of protected information.

#### B.8.6.5 Alerts/Notifications

The Contractor must provide alerts/notifications to Active Participants related to anomalous or suspicious activities identified by the Contractor through the Contractor's Credit Monitoring and Identity Theft Monitoring. The Contractor must notify Active Participants via the notification method identified by the Active Participant within twelve (12) hours of identifying the activity.

#### B.8.6.6 Identity Theft Restoration Assistance

The Contractor must provide identity theft restoration assistance to any Active Participant who becomes a victim of identity theft while enrolled in Credit Monitoring and Identity Theft Monitoring services, even if the identity theft is not discovered until after the Credit Monitoring and Identity Theft Monitoring services have expired. At a minimum, the Contractor must:

B.8.6.6.1 Provide access to a contact center available 24x7, every day of the year, that can provide identity theft resolution customer care services. Individuals staffing this contact center must be trained and experienced in assisting customers with understanding their credit reports and restoring their credit; automated responses will not satisfy this requirement.

B.8.6.6.2 Review occurrences of identity theft and provide an initial course of action within forty-eight (48) hours of the report of the occurrence.

B.8.6.6.3 Provide one-on-one counseling to assist Active Participants with resolving any identity theft problems, such as contacting the Active Participant's creditors and others in order to resolve the identity theft problem on the Active Participant's behalf.

B.8.6.6.4 Continue providing restoration assistance until the Contractor and Active Participant agree that the identity theft issues have been resolved or the Contractor has exhausted the insurance policy (see section B.8.6.7).

#### B.8.6.7 Identity Theft Insurance

The Contractor must provide insurance to all Active Participants for loss due to identity theft, which meets the following minimum requirements:

B.8.6.7.1 Not less than one million dollars (\$1,000,000) in coverage for each Active Participant.

B.8.6.7.2 Coverage for at least the following losses which result solely from the theft of the individual's identity:

B.8.6.7.2.1 Costs associated with re-filing applications including but not limited to loan applications and grants applications that were denied because of the identity theft.

B.8.6.7.2.2 Costs for notarizing affidavits, long-distance calls, and postage required to restore the individual's identity.

B.8.6.7.2.3 Costs for six (6) credit reports within the twelve (12) months following the theft.

B.8.6.7.2.4 Lost wages resulting from the need to take time off from work in order to engage in identity restoration activities. Lost wages include reimbursement of paid time off (e.g. vacation, annual leave, etc.) taken for the purpose of engaging in identity restoration activities.

B.8.6.7.2.5 Legal fees incurred in the defense of a civil suit against the Active Participant for non-payment, which suit resulted from the identity theft, or for removal of a judgment against the Active Participant that resulted from the identity theft.

B.8.6.7.3 In the event the Contractor's underlying policy for identity theft insurance is terminated, the Contractor must notify all Active Participants and must have another policy of equal value in place immediately upon termination to ensure that no coverage gaps exist.

B.8.6.7.4 Identity theft insurance requirements extend to any identity theft that occurs while the Active Participant is enrolled, even if the identity theft is not discovered until after the Credit Monitoring and Identity Theft Monitoring services have expired.

## **B.8.7 Reporting**

### **B.8.7.1 Monthly Usage Reports**

The Contractor must provide monthly usage reports to each Purchasing Entity that has activated services, in a format acceptable to the Purchasing Entity. Information that must be contained within usage reports includes but is not limited to the following:

B.8.7.1.1 Number of Active Participants (including type of service);

B.8.7.1.2 Aggregate count of Active Participants;

B.8.7.1.3 Number of credit monitoring alerts issued by type;

B.8.7.1.4 Number of identity theft alerts issued by type;



B.8.7.1.5 Number and types of corrective action(s) taken for identify theft protection and identity theft resolution;

B.8.7.1.6 Number of telephone calls from either Eligible Persons or Active Participants (separately identified) answered by the Contractor's call centers;

B.8.7.1.7 Average "wait time" experienced by callers before speaking to the Contractor's representatives; and

B.8.7.1.8 Number of identity theft insurance claims filed by Active Participants.

**B.8.7.2 Ad Hoc Reporting**

Upon request by the Purchasing Entity, the Contractor must provide ad hoc reporting. Unless prohibited by law, requested data may include, but is not limited to names, addresses, and email addresses of Active Participants.

**B.8.8 Identity Restoration Personnel**

The Contractor must ensure all identity restoration personnel that provide services are trained experts in the field relevant to the services ordered who possess the experience and qualifications identified in the Contractor's response to section 5.1.3.2, Category 2 Consultants – Experience and Qualifications.

**B.9 (E) CATEGORY 4 – VALUE-ADD SERVICES**

Offerors who can supply value add services beyond what is required in sections B.8.1 through B.8.8 should describe those value-add services enter the cost(s) for such within their Cost Proposals.

Proposed Value Add Options may become part of the Master Agreement, at the Lead State's sole option. Proposed value-add services that become part of the Master Agreement will then be accessible by Purchasing Entities, as long as the Participating Addendum contemplates the proposed value-add services.

# Attachment C: Cost Proposal Form

## Attachment C-1 - Costs for Category 1 – Risk Assessment and Mitigation Services

If you are Proposing to provide **Risk Assessment and Mitigation Services**, complete and submit **Attachment C-1 – Risk Assessment and Mitigation Services** (one [1] page). You must provide pricing for each unshaded cell on this page.

Provide your fully-burdened rates which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies. (However, see section B.2.1.2 regarding travel.)

<b>Hourly Rate for Providing Risk Assessment and Mitigation Services*</b>
\$

(\* Offerors can propose multiple hourly rates if necessary. Add rows if you do this, enter a title for each hourly rate and for each hourly rate describe the circumstances in which each hourly rate would be utilized. For evaluation purposes, the highest rate proposed will be evaluated in the evaluation of Cost Proposals for Risk Assessment and Mitigation Services.)

If you wish to propose any Value-Added Services related to Category 1 (see section B.3 of Attachment B – Scope of Work), please attach a detailed description and pricing for each. The pricing for Value-Added Services related to Category 1 will not be factored in the evaluation of Cost Proposals for Risk Assessment and Mitigation Services.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Name of Individual submitting Proposal: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Attachment C-2 - Costs for Category 2 – Incident Response Services**

If you are Proposing to provide **Incident Response Services**, complete and submit **Attachment C-2 – Incident Response Services** (one [1] page). You must provide pricing for each unshaded cell on this page.

Provide your fully-burdened rates which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies. (However, see section B.4.1.1.2 regarding travel.)

<b>Hourly Rate for Providing Incident Response Services*</b>
\$

(\* Offerors can propose multiple hourly rates if necessary. Add rows if you do this, enter a title for each hourly rate and for each hourly rate describe the circumstances in which each hourly rate would be utilized. For evaluation purposes, the highest rate proposed will be evaluated in the evaluation of Cost Proposals for Incident Response Services.)

If you wish to propose any Value-Added Services related to Category 2 (see section B.5 of Attachment B – Scope of Work), please attach a detailed description and pricing for each. The pricing for Value-Added Services related to Category 2 will not be factored in the evaluation of Cost Proposals for Incident Response Services.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name of Individual submitting Proposal: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Attachment C-3 - Costs for Category 3 – Breach Coach Services**

If you are Proposing to provide **Breach Coach Services**, complete and submit **Attachment C-3 – Breach Coach Services** (one [1] page). You must provide pricing for each unshaded cell on this page.

Provide your fully-burdened rates which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies. (However, see section B.2.1.1.2 regarding travel.)

<b>Hourly Rate for Providing Breach Coach Services*</b>
\$

(\* Offerors can propose multiple hourly rates if necessary. Add rows if you do this, enter a title for each hourly rate and for each hourly rate describe the circumstances in which each hourly rate would be utilized. For evaluation purposes, the highest rate proposed will be evaluated in the evaluation of Cost Proposals for Breach Coach Services.)

If you wish to propose any Value-Added Services related to Category 3 (see section B.7 of Attachment B – Scope of Work), please attach a detailed description and pricing for each. The pricing for Value-Added Services related to Category 3 will not be factored in the evaluation of Cost Proposals for Breach Coach Services.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_  
Name of Individual submitting Proposal: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Attachment C-4 - Costs for Category 4 – Notification and Credit Monitoring Services**

**(ME)** If you are Proposing to provide **Notification and Credit Monitoring Services**, complete and submit **Attachment C-4 - Costs for Category 4 – Notification and Credit Monitoring Services** (three [3] pages). You must provide pricing for each unshaded cell within the table on this page and within the tables on the next page.

Provide your fully-burdened rates which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

<b>Size of Breach Event (Number of Eligible Persons)</b>	<b>Cost per Notification* (Attachment B, Sect. B.8.2) (Unit Price)</b>	<b>General Call Center (Attachment B, Sect. B.8.4) cost per call (Unit Price)</b>
0 – 10,000	\$	\$
10,001 – 100,000	\$	\$
100,001 – 500,000	\$	\$
500,001 – 1,000,000	\$	\$
1,000,001 – 5,000,000	\$	\$
5,000,001+	\$	\$
<b>AVERAGE Unit Price (for evaluation purposes only):</b>	\$	\$

\*Cost must include single page (duplex) notification, #10 envelope, and first-class postage.

<b>Number of Active Participants</b>	<b>One Year Single-Bureau Credit Monitoring/Identity Theft Protection (Attachment B, Sect. B.8.6) per person (Unit Price)</b>	<b>One Year Triple-Bureau Credit Monitoring/Identity Theft Protection (Attachment B, Sect. B.8.6) per person (Unit Price)</b>
0 – 1,500	\$	\$
1,501 – 15,000	\$	\$
15,001 – 75,000	\$	\$
75,001 – 150,000	\$	\$
150,001 – 750,000	\$	\$
750,000+	\$	\$
<b>AVERAGE Unit Price</b> (for evaluation purposes only):	\$	\$

<b>“Codes Only” Reduced Scope Service*</b>	
<b>Fee per PIN Issued (Attachment B, Sect. B.8.3) (Unit Price)</b>	\$

If you wish to propose any Value-Added Services related to Category 4 (see section B.9 of Attachment B – Scope of Work), please attach a detailed description and pricing for each. The pricing for Value-Added Services related to Category 4 will not be factored in the evaluation of Cost Proposals for Notification and Credit Monitoring Services.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Name of Individual submitting Proposal: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **Attachments D-M: Additional Participating States' Terms and Conditions**

Some States listed in Section 1.6 have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Offerors to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in Attachments D-M, embedded directly below.

### **Attachment D – Terms for the State of California**



California Ts and  
Cs.pdf

### **Attachment E – Terms for the State of Illinois**



Illinois Ts and  
Cs.pdf

### **Attachment F – Terms for the State of Montana**



Montana Ts and  
Cs.docx

### **Attachment G – Terms for the State of Rhode Island**



Rhode Island Ts  
and Cs.pdf

### **Attachment H – Terms for the State of Alaska**



State of Alaska  
Terms and Conditions



## **Attachment I – Terms for the State of Utah**



Utah Ts and  
Cs.docx

## **Attachment J – Terms for the State of Hawaii**



NVP Information  
Security Services\_Ha

## **Attachment K – Terms for the State of Connecticut**



Participating  
Addendum for Coop

## **Attachment L – Terms for the State of Washington**



WA\_PATemplate.doc  
x

## **Attachment M – Terms for the State of Oregon**



Oregon\_Participati  
ng\_Addendum.pdf

# ATTACHMENT 1 – OFFEROR QUESTIONS

## RFP20200339 – Information Security Services

### 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 RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP 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 “RFP Section” (column 2), and the attachment page number in the “RFP 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 RFP. The e-mail subject line is to state the RFP number followed by “Questions.” **DO NOT SUBMIT QUESTIONS VIA IPRO.**

**RFP20200339 – Information Security Services**

<b>Question</b>	<b>RFP Section</b>	<b>RFP Page</b>	<b>Question</b>	<b>Response</b>
1				
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## ATTACHMENT 2 - PRE-PROPOSAL CONFERENCE CALL REGISTRATION FORM

<b>PRE-PROPOSAL CONFERENCE CALL</b>	<b>Date:</b> Friday, February 7, 2020, 1:30 p.m. Mountain time
<b>Lead State and NASPO ValuePoint</b>	<b>RFP #:</b> RFP20200339 <b>Title:</b> Information Security Services

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

Potential Offerors choosing to participate in the Pre-Proposal Conference Call **must pre-register** by submitting this completed form, via e-mail, to the Lead State Contract Administrator at [jason.urquhart@adm.idaho.gov](mailto:jason.urquhart@adm.idaho.gov). After the Lead State Contract Administrator receives your form, you will be provided with phone conferencing details. Attendees are asked to register for the Pre-Proposal Conference Call no later than **5 p.m. Mountain Time Wednesday February 6, 2020**.

**PLEASE PRINT:**

Name	Company	Email Address	Phone Number



# ATTACHMENT 4 – COMPANY INFORMATION AND PROPOSAL CHECKLIST

RFP20200339 – Information Security Services

**(M) Attachment 4 – Company Information and Proposal Checklist must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Technical Proposal must include a signed copy of this Attachment. Copy and paste this Attachment onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The Attachment must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Company Information	
Information Required	Response
Offeror’s corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
State of Formation:	 _____ Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Idaho’ if domestic and the name of the state if ‘Foreign’ (i.e., not Idaho)
Offeror’s Tax Identification Number	EIN:

Proposal Checklist	
<b>NOTE: The checklist is provided as a courtesy only; Offerors are responsible for submitting responses to all sections with an (M) evaluation code, all sections with an (ME) evaluation code, Attachments 4 and 5, and any other required submittal items regardless of whether they are identified in this checklist.</b>	
Proposal Checklist Item	Included as part of Proposal?
<b>Section 4:</b> Provide responses to all sections with an (M) evaluation code.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Section 5:</b> Provide responses to all sections with an (M) evaluation code and responses to all sections with an (ME)	<input type="checkbox"/> Yes <input type="checkbox"/> No

evaluation code.	
<b>Attachment B: Scope of Work:</b> Provide responses to all sections with an (M) evaluation code and responses to all sections with an (ME) evaluation code.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature Page: All Proposals must be submitted with a state supplied Signature Page, attached separately in IPRO. For electronically submitted Proposals, submit a completed, scanned signature page.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See IDAPA 38.05.01.52.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cost Proposal: Provide your cost information on the form provided in <b>Attachment C: Cost Proposal Form</b> . Submit the Cost Proposal in a separately uploaded file or separately sealed envelope.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Redacted copy of Technical Proposal and list of trade secret redactions, as detailed in <b>section 2.12</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cover Form: Complete, sign, and submit <b>Attachment 5 – Offeror Certification Form</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No

Offeror Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## ATTACHMENT 5 – OFFEROR CERTIFICATION FORM

### RFP20200339 – Information Security Services

**(M) Attachment 5 – Offeror Certification Form must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Technical Proposal must include a signed copy of this Attachment. Copy and paste this Attachment onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The Attachment must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

<b>Certifications</b>	
Offeror, through the duly authorized undersigned, makes the following certifications as required elements of submitting a responsive Proposal. Offeror certifies the following, to the best of its knowledge and belief:	
<b>Required Certification</b>	<b>Response</b>
Offeror is a legal entity with the legal right to contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Offeror has carefully prepared and reviewed its Proposal and fully supports the accuracy of the same. Offeror further understands that the Idaho Division of Purchasing shall not be responsible for any errors or omission on the part of Offeror in preparing its Proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Offeror has read, thoroughly examined, and fully understands all of the requirements, terms and conditions in this RFP, including all Attachments and Exhibits and any amendments to this RFP, and agrees to abide by the same (other than any modifications or exceptions identified by the Offeror on <b>Attachment 3 – Modification and Exception Form</b> , in compliance with section 2.13 of this RFP).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Offeror understands that the state of Idaho will not reimburse Offeror for any costs incurred in the preparation of its Proposal. All Proposals become the property of the state of Idaho, and Offeror claims no proprietary right to the ideas, writings, items, or samples unless so stated in its Proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No



<p>Offeror certifies that it offers to furnish the services required in this RFP in compliance with all requirements, terms and conditions contained in this RFP and the resulting Master Agreement if awarded such.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Offeror is in compliance with applicable equal employment regulations.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Offeror affirms that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Master Agreement, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Master Agreement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Offeror understands and agrees that for breach or violation of the above term, the State has the right to annul the Master Agreement without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Offeror affirms that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs. Note: vendor information is available at <a href="https://sam.gov">https://sam.gov</a>.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Offeror affirms that the Proposal will be firm and binding for one hundred (180) calendar days from the Proposal opening date.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Offeror warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Master Agreement price, per violation, and/or termination of the Master Agreement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>Public Agency Clause: Prices offered in response to this RFP must be made available to other “Public Agencies”, including agencies of the state of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; and any city or political subdivision of another state." It will be the responsibility of the “Public Agency” to independently contract with the proposer and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.</p> <p>Offeror agrees to accept the above Public Agency clause.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Offeror certifies that the following are the names of the firm(s) and/or staff responsible for writing the Proposal:</p>	<p>Names:</p>

I hereby certify that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Offeror listed herein.

Offeror Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## **ATTACHMENT 6 – LEAD STATE SOLICITATION INSTRUCTIONS TO VENDORS**

**RFP20200339 – Information Security Services**

Attachment 6 is separately attached to the RFP. See the document with the heading “State of Idaho Standard Contract Terms and Conditions”.

## **ATTACHMENT 7 – LEAD STATE STANDARD TERMS AND CONDITIONS**

### **RFP20200339 – Information Security Services**

Attachment 7 is separately attached to the RFP. See the document with the heading “State of Idaho Standard Contract Terms and Conditions”.