Idaho Division of Purchasing

Renewal

Purchase Order Name:	IT Security Products
Contract Number:	SBPO17200160
Parties:	State of Idaho Right Systems Inc
This Renewal Value:	200,000.00 USD
Total Contract Value:	1,270,000.00 USD
Start Date:	9/16/2020 12:00 AM
End Date:	9/15/2021 11:59 PM

DOP Contract Administrator:	Maria Minicucci; Maria.Minicucci@adm.idaho.gov
DOP Purchasing Lead:	Jason Urquhart; Jason.Urquhart@adm.idaho.gov

Instructions

SBPO17200160, IT Security Products (the "Contract,") is renewed for the time period as provided above. All of the terms and conditions contained in the Contract shall remain in effect except expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Right Systems Inc
Chris Culig
800-571-1717
Chris.Culig@rightsys.com

Bill To Address

As detailed in sourcing event or contract instructions

Ship To Address

As detailed in sourcing event or contract instructions

Payment Details

Payment Terms: Net 30

Special Instructions: N/A

Internal Comments: N/A

Signature By: Maria Minicucci Digitally signed by Maria Minicucci Date: 2020.10.01 16:22:29 -06'00'

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
STEVE BAILEY
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

August 4, 2020

Right! Systems, Inc.
Attn: Sean Padget

VIA E-MAIL TRANSMISSION
spadget@rightsys.com

RE: Renewal of Contract SBPO17200160, a Contract for Information Technology Security Related Products for the various State of Idaho Agencies, Institutions, and Departments. Expiring 9/15/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year. The contract renewal period is September 16, 2020 to September 15, 2021. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason R. Urquhart Digitally signed by Jason R. Urquhart Date: 2020.08.04 12:51:56 -06'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Right! Systems, Inc.

BY: Sean Padget
(Signature)

Sean Padget
(Printed Name)

DATE: 8/19/2020

UPDATED CONTACT INFORMATION for SBPO17200160

Contact Name	Sean Padget
Title	Vice Presidtent.
Address	2600 Willamette Dr. NE
	Lacey, WA 98516
Phone	360-528-8604
Fax	
E-mail	spadget@rightsys.com

IDAHO

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Name:	**IT Security Related Products**
Contract Number:	SBPO17200160
Contract Value:	150,000.00 USD
Purchase Order Date:	10/11/2010
Service Start Date:	9/16/2019 12:00 AM
Service End Date:	9/15/2020 11:59 PM
Submitted By:	Jason Urquhart

Supplier:
RIGHT SYSTEMS INC
90 cottonwood ct
Bldg E Suite 150
Eagle, ID 83616
Phone: 208-724-3000-
Fax: 208-322-7039
Email: tfallow@rightsys.com

Instructions

SBPO17200160, IT Security Related Products for various State of Idaho Agencies, Institutions, and Departments (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Initial contract term, 9/16/16 – 9/15/17. Estimated total amount: $650,000.00.
Renewal 01, 9/16/17 – 9/15/18. Estimated annual amount: $120,000.00.
Renewal 02, 9/16/18 – 9/15/19. Estimated annual amount: $150,000.00.
Renewal 03, 9/16/19 – 9/15/20. Estimated annual amount: $150,000.00.
Total estimated contract value: $1,070,000.00.

Special Instructions:

Internal Comments:

Total USD

Signature: Jason Urquhart

Signed By: Jason R. Urquhart

Digitally signed by Jason R. Urquhart
DN: cn=Jason R. Urquhart, o=Department of Administration, ou=Division of Purchasing, email=jason.urquhart@adm.idaho.gov, c=US
Date: 2019.10.11 08:44:13 -06'00'

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
BRYAN MOONEY
Director
STEVE BAILEY
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

August 2, 2019

Right! Systems, Inc.
Attn: Sean Padget

VIA E-MAIL TRANSMISSION
spadget@rightsys.com

RE: Renewal of Contract SBPO17200160, a Contract for Information Technology Security Related Products for the various State of Idaho Agencies, Institutions, and Departments Expiring 9/15/2019

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is September 16, 2019 to September 15, 2020. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Right! Systems, Inc.

BY: Sean Padget
(Signature)

Sean Padget
(Printed Name)

DATE: 8/7/2019

UPDATED CONTACT INFORMATION for SBPO17200160:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO17200160
Account Number:	AC-1
Revision Number:	02
Change Order Date:	July 18, 2018
Service Start Date:	September 16, 2018
Service End Date:	September 15, 2019
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Tony Fallow
RIGHT SYSTEMS INC
90 cottonwood ct
Bldg E Suite 150
Eagle, ID 83616
Phone: 208-724-3000-

Fax: 208-322-7039

Email: tfallow@rightsys.com

Buyer Contact

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

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

SBPO17200160, IT Security Related Products for various State of Idaho Agencies, Institutions, and Departments (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Initial contract term, 9/16/16 – 9/15/17. Estimated total amount: $650,000.00.
Renewal 01, 9/16/17 – 9/15/18. Estimated annual amount: $120,000.00.
Renewal 02, 9/16/18 – 9/15/19. Estimated annual amount: $150,000.00.
Total estimated contract value: $920,000.00.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	150,000.00	$150,000.00

Item Description #1

Contract renewal period: September 16, 2018 through September 15, 2019.

Delivery Date: September 16, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$150,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$150,000.00

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

Signature :

Signed By : Jason R. Urquhart

State of Idaho

Department of Administration
Division of Purchasing

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

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

June 6, 2018

Right Systems, Inc.
Attn: Sean Padget

VIA E-MAIL TRANSMISSION
spadget@rightsys.com

RE: Renewal of Contract SBPO17200160, a Contract for Information Technology Security Related Products for the various State of Idaho Agencies, Institutions, and Departments Expiring 9/15/2018

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is September 16, 2018 to September 15, 2019. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Right! Systems, Inc.

BY: Sean Padget
(Signature)

Sean Padget
(Printed Name)

DATE: 6/7/2018

UPDATED CONTACT INFORMATION for SBPO17200160:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO17200160
Account Number:	AC-1
Revision Number:	01
Change Order Date:	August 30, 2017
Service Start Date:	September 16, 2017
Service End Date:	September 15, 2018
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Tony Fallow
RIGHT SYSTEMS INC
90 cottonwood ct
Bldg E Suite 150
Eagle, ID 83616
Phone: 208-724-3000-

Fax: 208-322-7039

Email: tfallow@rightsys.com

Buyer Contact

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

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

SBPO17200160, IT Security Related Products for various State of Idaho Agencies, Institutions, and Departments (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Initial contract term, 9/16/16 – 9/15/17. Estimated total amount: $650,000.00.
Renewal 01, 9/16/17 – 9/15/18. Estimated annual amount: $120,000.00.
Total estimated contract value: $770,000.00.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	120,000.00	$120,000.00

Item Description #1

Contract renewal period: September 16, 2017 through September 15, 2018.

Delivery Date: September 16, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$120,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$120,000.00

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

Signature :

Signed By : Jason R. Urquhart

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

State of Idaho

Department of Administration

Division of Purchasing

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

July 28, 2017

Right! Systems, Inc.
Attn: Sean Padget

VIA E-MAIL TRANSMISSION
spadget@rightsys.com

RE: Renewal of Contract SBPO17200160, a Contract for Information Technology Security Related Products for the various State of Idaho Agencies, Institutions, and Departments Expiring 9/15/2017

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is September 16, 2017 to September 15, 2018. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: ✓ YES _____ NO

COMPANY: Right! Systems, Inc.

BY: Sean Padget
(Signature)

Sean Padget
(Printed Name)

Date: 7/28/2017

UPDATED CONTACT INFORMATION for SBPO17200160:

Contact Name	Sean Padget
Title	EVP, Sales & Marketing
Address	2600 W. Ilamette Drive NE
	Lacey, WA 98516
Phone	800-571-1717
Fax	360-956-0336
E-mail	spadget@rightsys.com

IDAHO

State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Number: SBPO17200160

Account Number: AC-1

Purchase Order Date: September 15, 2016

Service Start Date: September 16, 2016

Service End Date: September 15, 2017

Payment Method: Invoice

Payment Terms: NET30

Currency USD

FOB Instruction: Destination

Attachment(s):

Supplier

Tony Fallow
RIGHT SYSTEMS INC
3336 E Goldstone Way
Meridian, ID 83642
Phone: 208-724-3000

Fax: 208-322-7039

Email: tfallow@rightsys.com

Buyer Contact

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

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

Contract for Information Technology Security Related Products for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, and other authorized entities. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This Contract is to be drawn upon as requested by participating agencies for the period noted above and may be renewed for four (4) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

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

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

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

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

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

QUANTITIES: The state of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1	0	ANN	$650,000.00	$650,000.00

Item Description #1

Initial term of the Contract.

Delivery Date: September 16, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$650,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$650,000.00

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

Signature:
Signed By : Jason R. Urquhart

REV 1

STATE OF IDAHO
DIVISION OF PURCHASING

Invitation to Bid (ITB)

for

Information Technology Security Related Products

ITB Number: ITB16000974

Date of Issuance: May 26, 2016

TABLE OF CONTENTS

ITB ADMINISTRATIVE INFORMATION **3**
1 PURPOSE **4**
2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS **4**
3 INQUIRIES **4**
4 BACKGROUND **4**
5 (RESERVED) **5**
6 REFERENCES **5**
7 DEMONSTRATIONS **5**
8 TECHNICAL REQUIREMENTS **6**
8.1 PROCUREMENT AND LICENSING SUPPORT REQUIREMENTS 6
8.2 SPECIFICATIONS 7
8.3 MAINTENANCE AND TECHNICAL SUPPORT SERVICES 17
9 QUANTITIES **18**
10 PRICING AND PRICE ADJUSTMENTS **18**
11 SUBMISSION REQUIREMENTS **18**
11.1 REQUIRED BID SUBMISSION ITEMS 18
11.2 BID SUBMISSION METHODS 19
12 EVALUATION AND AWARD **20**
12.1 AWARD 20
12.2 EVALUATION OF COMPETING BIDS PER LINE ITEM 21
13 SPECIAL TERMS AND CONDITIONS **22**
13.1 PUBLIC AGENCY CLAUSE 22
13.2 PAYMENT SCHEDULE AND INVOICING 22
13.3 DELIVERY 22
13.4 ADDITIONAL REPORTING 22
13.5 IDAHO TECHNOLOGY AUTHORITY STANDARDS 22
13.6 INSURANCE REQUIREMENTS 23
13.7 CONTRACTOR CONTACTS 24
13.8 BRAND NAMES 24
13.9 REMEDIES AND LIQUIDATED DAMAGES 25
13.10 ADDITION AND DELETION OF PRODUCTS AND PUBLISHERS BY THE STATE 25
13.11 CONTRACTOR CONTACTS 26
13.12 LICENSE, SERVICE AND MAINTENANCE AGREEMENTS 26
13.13 SOFTWARE AS A SERVICE PRODUCTS 26
13.14 CONTRACT OVERLAP 26
13.15 CHANGING TECHNOLOGY, PUBLISHER NAMES AND PUBLISHER OWNERSHIP 27
14 BILLING PROCEDURE **27**
15 LICENSING, SERVICE LEVEL AGREEMENT AND MAINTENANCE AGREEMENT LIMITATION **28**
APPENDIX A - DEFINITIONS **29**
APPENDIX B - REFERENCES **32**
ATTACHMENT 1-BIDDER QUESTIONS **36**
ATTACHMENT 2- BID SCHEDULE, REV 1 ..... **38**

ITB ADMINISTRATIVE INFORMATION

ITB Title:	Information Technology (IT) Security Related Products
ITB Project Description:	An Invitation to Bid for the purchase of IT security related products for state of Idaho agencies.
ITB Lead:	Jason Urquhart, Purchasing Officer Idaho Division of Purchasing 650 W. State St., Room B-15 Boise, ID 83702 E-mail: jason.urquhart@adm.idaho.gov Phone: 208-332-1608
Submit sealed Bid (if submitting manually): Submit electronically via IPRO:	Address for Courier 650 W. State St., Room B-15 Boise, ID 83702 Address for US Mail (if different) P.O. Box 83720 Boise, ID 83720-0075 Electronic Submission http://purchasing.idaho.gov
Deadline To Receive Questions:	5:00 p.m. Mountain Time, Monday, June 13, 2016
ITB Closing Date:	*See* IPRO Header Document
ITB Opening Date:	10:30 a.m. Mountain Time the following business day after closing
Initial Term of Contract and Renewals:	The initial term of the Contract will be one (1) year, with the option to renew for four (4) additional periods of one (1) year each.
TAKE NOTE OF THE 1.25% ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE'S STANDARD TERMS AND CONDITIONS.	

1 PURPOSE

The purpose of this Invitation to Bid (ITB) is to establish a Contract or Contracts for the purchase of IT security related products in accordance with the specifications provided below.

2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This Solicitation is issued by the state of Idaho (the "State") Division of Purchasing via IPRO: (https://purchasing.idaho.gov/iprologin.html). The Division of Purchasing is the only contact for this Solicitation. All correspondence regarding this ITB shall be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at IPRO. It is the responsibility of the Bidder to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted at IPRO to be valid. Alternate Bids are not allowed.

3 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed in the ITB Administrative Information above. **QUESTIONS MUST BE RECEIVED BY 5:00 P.M. Mountain Time ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION.** Written questions must be submitted using **Attachment 1,** Bidder Questions. Official answers to all written questions will be posted on IPRO as an amendment to this ITB.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at http://purchasing.idaho.gov/terms_and_conditions.html must also be submitted in writing, using **Attachment 1,** Bidder Questions, by the deadline identified in the ITB Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving 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.

Bids which condition the Bid based upon the State accepting other terms and conditions not found in the ITB, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.

4 BACKGROUND

The state of Idaho, Department of Administration's Office of the Chief Information Officer (OCIO) and the Division of Purchasing (DOP) are inviting competitive sealed Bids for IT Security-Related Products, as described below. This Solicitation may result in multiple awards.

The Department of Administration (DOA) has the responsibility to manage, maintain, service and support telecommunication services for all state agencies by authority of Idaho Code 67-5747. As part of this charter, OCIO has the responsibility to secure the State's Wide Area Network (WAN). In addition, OCIO consults with State agencies in order to recommend and/or implement various security solutions.

In order to increase the security posture of the State, OCIO seeks to streamline and simplify the purchasing process for all State agencies when procuring standard IT security-related products. IT security-related products Contracts, resulting from this ITB, will assist in that effort.

5 ~~FINANCIAL STABILITY INFORMATION~~ (RESERVED)

~~Bidders are required to provide a D&B Comprehensive Insight Plus credit report or Experian ProfilePlus report (Credit Report), indicating the Bidder's current credit score, with the Bid submission. The Bidder should stamp or write "Trade Secret" or "Confidential" on each page of the Credit Report information that it does not want released. The information will be held in confidence to the extent that law allows. Credit Report must be current and have been established within thirty (30) calendar days of the ITB closing date.~~

~~Credit Reports must be for the exact organization submitting the Bid as identified on the state supplied signature page. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the Bid. If the Bidder's name on the signature page does not match the name on the Credit Report, it will not be accepted and the Bidder's Bid will be found non-responsive.~~

~~The requirements of this section are two fold: the Bidder must provide a credit score on one of the named reports AND the report provided in response to the ITB must demonstrate a Delinquency Predictor rating of 1 – 3 or a CRS (credit ranking score) rating of 26 – 100.~~

~~Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the Bidder's Bid is non-responsive.~~

~~In addition:~~

~~**A company receiving a Delinquency Predictor rating of High risk (5) or High Medium risk (4) of experiencing financial stress and delinquent payments will not be considered for Contract award.**~~

~~Delinquency Predictor of 1 - Low Risk~~
~~Delinquency Predictor of 2 - Low Medium Risk~~
~~Delinquency Predictor of 3 - Medium Risk~~
~~Delinquency Predictor of 4 - High Medium Risk~~
~~Delinquency Predictor of 5 - High Risk~~

~~**A company receiving a rating of High risk (0-10) or High Medium risk (11-25) of experiencing financial stress and delinquent payments will not be considered for Contract award.**~~

~~CRS of 76-100 = Low Risk~~
~~CRS of 51-75 = Low Medium Risk~~
~~CRS of 26-50 = Medium Risk~~
~~CRS of 11-25 = High Medium Risk~~
~~CRS of 0-10 = High Risk~~

6 REFERENCES

Provide three (3) completed Reference Questionnaires with your Bid. See **Appendix B**.

(See the requirements identified in **Appendix B**.) References will be evaluated on a pass/fail basis. Bidders must receive a final score (see **Appendix B**) of at least seven (7.00) points in order to pass. Bids that fail to pass this evaluation will be found non-responsive.

7 DEMONSTRATIONS

The State may require Bidder to provide a demonstration (remotely or in-person) of its ability to perform.

8 TECHNICAL REQUIREMENTS

8.1 Procurement and Licensing Support Requirements

Aside from the technical support provided through the applicable Publisher, the Contractor shall have knowledgeable and trained staff which must be accessible to the State, toll-free, during regular State business hours, Monday-Friday, in the event that product and/or licensing support issues arise. When necessary, on-site support to agencies within the Boise Greater Metropolitan Area, the Pocatello/Idaho Falls corridor and/or Coeur d'Alene should be available within two-hours of notification during business hours, Monday-Friday.

Contractor shall provide on-going support that includes:

8.1.1 Proactive notification to State entities via voice call and e-mail of upcoming Hardware/Software maintenance agreement and technical support contract expiration dates. Notification shall be made directly to the applicable agency and the appointed representative within the Department of Administration. Initial notification shall occur no later than sixty (60) calendar days prior to expiration. A secondary notification, if necessary, must occur no later than thirty (30) calendar days prior to expiration.

8.1.2 Access to an on-line licensing and support tracking tool. This tool shall track all Software licenses, Hardware/Software maintenance agreements, and technical support contracts that are purchased by State entities. The tool shall track when the licenses and support options will expire. Please note that if the on-line licensing and support tracking tool provided includes an agreement, such as an End-User License Agreement or a Service Level Agreement, any terms or conditions contained in that agreement that do the following are void:

8.1.2.1 Waive the sovereign immunity of the state of Idaho;

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

8.1.2.3 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;

8.1.2.4 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,

8.1.2.5 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.

8.1.2.6 Furthermore, any terms or conditions within any such agreement that require indemnification not specifically authorized by the Idaho legislature or subject to appropriation are void pursuant to Section 67-5725, Idaho Code, and Section 59-1016, Idaho Code. Additionally, terms or conditions in any such agreement that hold individual users (employees of the state of Idaho and of political subdivisions of the state of Idaho) personally liable are void.

The Bidder, by submitting its Bid, agrees specifically with the requirements of sections 8.1.2 through 8.1.2.6, and represents that, if the on-line licensing and support tracking tool that it will provide if awarded a Contract belongs to any third party, the third party also agrees specifically with the requirements of sections 8.1.2 through 8.1.2.6.

8.1.3 Pre-sales engineering and post-sales installation support at no additional charge.

8.1.3.1 After award of Contract, if an agency does not require post-sales installation support (or pre-sales engineering, or doesn't require either) for a particular purchase, then the cost to the agency should be reduced for that purchase.

8.2 Specifications

For the following Specifications, Specifications that begin with the technical number format of 8.2.1, 8.2.2, 8.2.3, etc. have sub-Specifications.

Each Bidder may bid on any of the Publishers without having to bid on all Publishers.

(The word "Publisher" as used in this ITB shall also mean manufacturer.)

All quantity estimates are based on available information and we cannot guarantee any minimum quantities.

8.2.1 Publisher: Intel Security

8.2.1.1 McAfee Endpoint Protection - Advanced Suite or the product Intel Security provides to replace or upgrade the Endpoint Protection, Advanced Suite (names may change frequently, but the basic protection of the Endpoint Protection, Advanced Suite must be maintained or improved for no extra cost during the life of the Contract), which is the state of Idaho Standard, as per ITA standard, S2130 – Anti-Virus/Endpoint Security (AV/EPS). Various maintenance plans (e.g., Gold Support or Platinum Support) for the Endpoint Protection, Advanced Suite must be made available through the Contract as well.

8.2.1.2 Contractor shall provide under the resulting Contract, applicable Intel Security Software Maintenance and Technical Support.

8.2.1.3 Quantities are estimated between 6,000 and 12,000 per year.

8.2.1.4 Contractor must work with the State and its agencies to, over the life of the Contract, achieve co-termination of licensing to simplify McAfee Endpoint Protection - Advanced Suite licensing renewals and to lower overhead costs for Contractor and the state of Idaho.

8.2.2 Publisher: Intel Security

8.2.2.1 The specifications for Intel Security solutions will include all their security-related product lines (with the exception of the Intel Security Endpoint Protection, Advanced Suite; the exception of Intel Security Enterprise Mobile Management; and the exception of Intel Security Complete Data Protection, Advanced Suite). Contractor shall make available all Software and Hardware identified within the Intel Security catalog/price list with the exception of the Intel Security Endpoint Protection, Advanced Suite; the exception of Intel Security Enterprise Mobile Management; and the exception of Intel Security Complete Data Protection, Advanced Suite and those products which do not meet State standards.

8.2.2.2 Contractor shall provide under the resulting Contract, applicable Intel Security Hardware/Software Maintenance and Technical Support.

8.2.2.3 Quantities are estimated to be between 5 – 25 new purchases or renewals per year.

8.2.3 Publisher: Intel Security

8.2.3.1 The specifications for Intel Enterprise Mobile Management solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Intel Security Enterprise Mobile Management that fall within this security product category except those products which do not meet State standards.

8.2.3.2 Contractor shall provide under the resulting Contract, applicable Intel Security Enterprise Mobile Management Maintenance and Technical Support.

8.2.3.3 Quantities are estimated to be between 1 and 20 per year.

8.2.4 Publisher: Intel Security

8.2.4.1 Intel Security Complete Data Protection, Advanced Suite or the product Intel Security provides to replace or upgrade the Complete Data Protection, Advanced Suite (names may change frequently, but the basic protection of the Complete Data Protection, Advanced Suite must be maintained or improved for no extra cost during the life of the Contract), which is the state of Idaho Standard, as per ITA standard, S2130 – Anti-Virus/Endpoint Security (AV/EPS). Various maintenance plans (e.g., Gold Support or Platinum Support) for the Complete Data Protection, Advanced Suite must be made available through the contract as well.

8.2.4.2 Contractor shall provide under the resulting Contract, applicable Intel Security Software Maintenance and Technical Support.

8.2.4.3 Quantities are estimated between 1 and 10,000 per year.

8.2.5 Publisher: Blue Coat

8.2.5.1 Security Solutions Specifications: The specifications for Blue Coat Secure Web Gateway security-related solutions are limited to security-related products such as the Blue Coat Security Platform, Incident Response & Network Forensics, and Platform Services family. Contractor shall provide under the resulting Contract and at a minimum, all current and future security solutions offered by Blue Coat that fall within these categories except those products which do not meet State standards.

8.2.5.2 Contractor shall provide under the resulting Contract, applicable Blue Coat Hardware/Software Maintenance and Technical Support.

8.2.5.3 Quantities are estimated to be between 2 and 6 new purchases or renewals per year.

8.2.6 Publisher: Check Point

8.2.6.1 Security Solutions Specifications: The specifications for Check Point Firewall Security Appliances security-related solutions will be considered as the list for all Check Point specifications. Contractor shall provide under the resulting Contract and at a minimum, all current and future security solutions offered by Check Point that fall within these categories except those products which do not meet State standards.

8.2.6.2 Contractor shall offer Check Point Subscription Programs and Check Point Support Programs (i.e. Technical Support).

8.2.6.3 Quantities are estimated to be between 20 to 85 new purchases or renewals per year.

8.2.7 Publisher: F5 Networks, Inc.

8.2.7.1 Security Solutions Specifications: The specifications for F5s BIG IP LTM products are limited to the security-related F5 BIG-IP solutions such as Application Security Manager, Application Policy Manager, etc. Contractor shall provide under the resulting Contract and at a minimum, all current and future security solutions offered by F5 that fall within these categories except those products which do not meet State standards.

8.2.7.2 Contractor shall provide under the resulting Contract, applicable F5 support and service programs (e.g. Hardware/Software Maintenance and Technical Support).

8.2.7.3 Quantities are estimated to be between 1 – 5 new purchases or renewals per year.

8.2.8 Publisher: Imperva

8.2.8.1 Security Solutions Specifications: The specification for Imperva Secure Sphere Data Security solutions are limited to security-related Imperva solutions, such as Web Application Security, Database Security, PCI Compliance, Enterprise Application Security, Database Auditing, Cloud Access Security Broker, and Automated Compliance Reporting. Contractor shall provide under the resulting Contract and at a minimum, all current and future security solutions offered by Imperva that fall within these categories except those products which do not meet State standards.

8.2.8.2 Contractor shall provide, under the resulting Contract, applicable Imperva support and service programs (e.g. Hardware/Software Maintenance and Technical Support).

8.2.8.3 Quantities are estimated to be between 0 – 5 new purchases or renewals per year.

8.2.9 Publisher: Juniper Networks

8.2.9.1 Security Solutions Specifications: The specifications for Juniper Networks Access Control (including SRX line of products), Adaptive Threat Management, and Compliance SSL products are limited to security-related Juniper solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Juniper Networks that fall within these product categories except those products which do not meet State standards.

8.2.9.2 Contractor shall provide, under the resulting Contract, applicable Juniper support and service programs (e.g. Hardware/Software Maintenance and Technical Support).

8.2.9.3 Quantities are estimated to be between 3 – 15 new purchases or renewals per year.

8.2.10 Publisher: RSA

8.2.10.1 Security Solutions Specifications: The specifications for RSA solutions are limited to security-related solutions such as Access Control, Authentication, Credential Management, Data Loss Prevention, Encryption and Key Management, Fraud Prevention, Security Information and Event Management, Security Monitoring and Analysis, such as Netwitness. Contractor shall provide under the resulting Contract and at a minimum, all current and future security solutions offered by RSA that fall within these categories under the resulting contract except those products which do not meet State standards.

8.2.10.2 Contractor shall provide, under the resulting Contract, applicable RSA Hardware/Software Maintenance and Technical Support.

8.2.10.3 Quantities are estimated to be between 50 – 1,000 new purchases or renewals per year for SecurID and between 0 – 15 for other products per year.

8.2.11 Publisher: Forcepoint

8.2.11.1 Security Solutions Specifications: The specifications for Forcepoint Trident Data Loss Prevention (DLP) solutions are limited to security-related solutions such as Content Security, Insider Threat Data Protection, Network Security, Web Filtering, Advanced Analytics, Cross Domain Access & Transfer family of products. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Forcepoint that fall within these security product categories except those products which do not meet State standards.

8.2.11.2 Contractor shall provide under the resulting Contract, applicable Forcepoint Hardware/Software Maintenance and Technical Support.

8.2.11.3 Quantities are estimated to be between 4 – 10 new purchases or renewals per year.

8.2.12 Publisher: HP Security

8.2.12.1 Security Solutions Specifications: The specifications for HP solutions are limited to security-related solutions such as those under the products lines of ArcSight, Clearpass and Tipping Point. Contractor shall provide under the resulting Contract and at a minimum, all current and future security solutions offered by HP except those products which to not meet State standards.

8.2.12.2 Contractor shall provide under the resulting Contract, applicable HP security solution support and service programs (e.g. Hardware/Software Maintenance and Technical Support).

8.2.12.3 Quantities are estimated to be between 1 and 15 per year.

8.2.13 Publisher: Palo Alto Networks

8.2.13.1 Security Solutions Specifications: The specifications for Palo Alto solutions are limited to security-related solutions such as next-generation application firewalls. Contractor shall provide under the resulting Contract at a minimum, all current and future security solutions offered by Palo Alto except those products which do not meet State standards.

8.2.13.2 Contractor shall provide under the resulting Contract, applicable Palo Alto support and service programs (e.g. Hardware/Software Maintenance and Technical Support).

8.2.13.3 Quantities are estimated to be between 1 and 15 per year.

8.2.14 Publisher: Mandiant Consulting

8.2.14.1 Security Solutions Specifications: The specifications for FireEye Hardware and Software solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract all current and future security solutions offered by FireEye except those products which do not meet State standards.

8.2.14.2 Contractor shall provide under the resulting Contract, applicable FireEye security solutions support and service programs (e.g. Hardware/Software Maintenance and Technical Support).

8.2.14.3 Quantities are estimated to be between 1 and 5 new purchases or renewals per year.

8.2.15 Publisher: Crossmatch

8.2.15.1 Security Solutions Specifications: The specifications for Digital Persona solutions are limited to security-related solutions such as Fingerprint and Strong Authentication, Single Sign-on and Password Management and Two-Factor Authentication. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Crossmatch that fall within these security product categories except those products which do not meet State standards.

8.2.15.2 Contractor shall provide under the resulting Contract, applicable Digital Persona Hardware/Software Maintenance and Technical Support.

8.2.15.3 Quantities are estimated to be between 10 and 1,000 per year.

8.2.16 Publisher: Guidance Software

8.2.16.1 Security Solutions Specifications: The specifications for EnCase Forensic solutions are limited to security-related solutions such as Anti-Malware. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Guidance that fall within this security product category except those products which do not meet State standards.

8.2.16.2 Contractor shall provide under the resulting Contract, applicable Guidance Software Maintenance and Technical Support.

8.2.16.3 Quantities are estimated to be between 25 and 5,000 per year.

8.2.17 Publisher: GFI Software

8.2.17.1 Security Solutions Specifications: The specifications for GFI software are limited to security-related solutions such as LanGuard, WebMonitor, EndPointSecurity, and EventsManager family of products. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by GFI that fall within this security product category except those products which do not meet State standards.

8.2.17.2 Contractor shall provide under the resulting Contract, applicable GFI Maintenance and Technical Support.

8.2.17.3 Quantities are estimated to be between 500 and 5,000 per year.

8.2.18 Publisher: Symantec

8.2.18.1 Security Solutions Specifications: The specifications for Symantec solutions are limited to security-related solutions such as Atris Client Management suite and OTHER THAN ENDPOINT SECURITY PRODUCTS (i.e., this Contract does not include items such as Anti-Virus, Anti-Spyware, or desktop HIPS). Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Symantec that fall within this security product category except those products which do not meet State standards.

8.2.18.2 Contractor shall provide under the resulting Contract, applicable Symantec Maintenance and Technical Support.

8.2.18.3 Quantities are estimated to be between 1 and 1,000 per year.

8.2.19 Publisher: Riverbed Technology

8.2.19.1 Security Solutions Specifications: The specifications for Riverbed Technology solutions are limited to security-related ~~Stingray Application Firewall~~SteelHead optimization, SteelCentral visibility, and SteelConnect SDWAN solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Riverbed that fall within this security product category except those products which do not meet State standards.

8.2.19.2 Contractor shall provide under the resulting Contract, applicable Riverbed Maintenance and Technical Support.

8.2.19.3 Quantities are estimated to be between 1 and 10 per year.

8.2.20 Publisher: Citrix

8.2.20.1 Security Solutions Specifications: The specifications for Citrix solutions are limited to NetScaler, XenApp, XenDesktop and XenMobile. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Citrix that fall within this security product category except those products which do not meet State standards.

8.2.20.2 Contractor shall provide under the resulting Contract, applicable Citrix Maintenance and Technical Support.

8.2.20.3 Quantities are estimated to be between 1 and 500 per year.

8.2.21 Publisher: IBM

8.2.21.1 Security Solutions Specifications: The specifications for MaaS360 solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by MaaS360 that fall within this security product category except those products which do not meet State standards.

8.2.21.2 Contractor shall provide under the resulting Contract, applicable MaaS360 Maintenance and Technical Support.

8.2.21.3 Quantities are estimated to be between 1 and 50 per year.

8.2.22 Publisher: Rapid7

8.2.22.1 Security Solutions Specifications: The specifications for Nexpose, Metasploit, and AppSpider solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Rapid7 that fall within this security product category except those products which do not meet State standards.

8.2.22.2 Contractor shall provide under the resulting Contract, applicable Rapid7 Maintenance and Technical Support.

8.2.22.3 Quantities are estimated to be between 1 and 10 per year.

8.2.23 Publisher: LogRhythm

8.2.23.1 Security Solutions Specifications: The specifications for LogRhythm solutions are limited to Security Incident Event Management (SIEM) related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by LogRhythm that fall within this security product category except those products which do not meet State standards.

8.2.23.2 Contractor shall provide under the resulting Contract, applicable LogRhythm Maintenance and Technical Support.

8.2.23.3 Quantities are estimated to be between 1 and 10 per year.

8.2.24 Publisher: TripWire

8.2.24.1 Security Solutions Specifications: The specifications for Tripwire Enterprise Security solutions are limited to security-related products. Contractor shall provide under the resulting Contract, existing and Enterprise Security solutions offered by Tripwire that fall within this security product category except those products which do not meet State standards.

8.2.24.2 Contractor shall provide under the resulting Contract, applicable TripWire Maintenance and Technical Support.

8.2.24.3 Quantities are estimated to be between 1 and 500 per year.

8.2.25 Publisher: Tenable Network Security

8.2.25.1 Security Solutions Specifications: The specifications for Tenable Network Security solutions are limited to Nessus and Security Center security-related products. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Tenable Network Security that fall within this security product category except those products which do not meet State standards.

8.2.25.2 Contractor shall provide under the resulting Contract, applicable Tenable Network Security Maintenance and Technical Support.

8.2.25.3 Quantities are estimated to be between 1 and 10 per year.

8.2.26 Publisher: Gigamon

8.2.26.1 Security Solutions Specifications: The specifications for Gigamon GigaSmart solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future GigaSmart solutions offered by Gigamon that fall within this security product category except those products which do not meet State standards.

8.2.26.2 Contractor shall provide under the resulting Contract, applicable Gigamon Maintenance and Technical Support.

8.2.26.3 Quantities are estimated to be between 1 and 10 per year.

8.2.27 Publisher: Lansweeper

8.2.27.1 Security Solutions Specifications: The specifications for Lansweeper Network Management solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Lansweeper Network Management solutions offered by Lansweeper that fall within this security product category except those products which do not meet State standards.

8.2.27.2 Contractor shall provide under the resulting Contract, applicable Lansweeper Maintenance and Technical Support.

8.2.27.3 Quantities are estimated to be between 1 and 10 per year.

8.2.28 Publisher: Mobile Iron

8.2.28.1 Security Solutions Specifications: The specifications for MobileIron solutions are limited to cloud security mobility management security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by MobileIron that fall within this security product category except those products which do not meet State standards.

8.2.28.2 Contractor shall provide under the resulting Contract, applicable MobileIron Maintenance and Technical Support.

8.2.28.3 Quantities are estimated to be between 1 and 20 per year.

8.2.29 Publisher: Netwrix

8.2.29.1 Security Solutions Specifications: The specifications for Netwrix Auditor solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Netwrix that fall within this Auditor security product category except those products which do not meet State standards.

8.2.29.2 Contractor shall provide under the resulting Contract, applicable Netwrix Maintenance and Technical Support.

8.2.29.3 Quantities are estimated to be between 1 and 2,500 per year.

8.2.30 Publisher: EXACQ Technologies

8.2.30.1 Security Solutions Specifications: The specifications for EXACQ Technologies IdentityFinder Sensitive Data Manager and DLP Security solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future IdentityFinder Sensitive Data Manager and DLP Security security-related solutions offered by EXACQ Technologies that fall within this security product category except those products which do not meet State standards.

8.2.30.2 Security Solutions Specifications: Contractor shall provide under the resulting Contract, applicable EXACQ Technologies Maintenance and Technical Support.

8.2.30.3 Security Solutions Specifications: Quantities are estimated to be between 1 and 75 per year.

8.2.31 Publisher: Barracuda

8.2.31.1 Security Solutions Specifications: The specifications for Barracuda Web Application Firewall security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Barracuda that fall within this security product category except those products which do not meet State standards.

8.2.31.2 Contractor shall provide under the resulting Contract, applicable Barracuda Maintenance and Technical Support.

8.2.31.3 Quantities are estimated to be between 25 and 250 per year.

8.2.32 Publisher: Arista

8.2.32.1 Security Solutions Specifications: The specifications for Arista Extensible Operating System (EOS) access management solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Arista that fall within this security product category except those products which do not meet State standards.

8.2.32.2 Contractor shall provide under the resulting Contract, applicable Arista Maintenance and Technical Support.

8.2.32.3 Quantities are estimated to be between 1 and 10 per year.

8.2.33 Publisher: IXIA

8.2.33.1 Security Solutions Specifications: The specifications for IXIA Inline Security Framework solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Inline Security Framework solutions offered by IXIA that fall within this security product category except those products which do not meet State standards.

8.2.33.2 Contractor shall provide under the resulting Contract, applicable IXIA Maintenance and Technical Support.

8.2.33.3 Quantities are estimated to be between 1 and 10 per year.

8.2.34 Publisher: WSO2

8.2.34.1 Security Solutions Specifications: The specifications for WSO2 Identity Server, SSO User Identity Management security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by WSO2 that fall within this security product category except those products which do not meet State standards.

8.2.34.2 Contractor shall provide under the resulting Contract, applicable WSO2 Maintenance and Technical Support.

8.2.34.3 Quantities are estimated to be between 25 and 250 per year.

8.2.35 Publisher: Varonis

8.2.35.1 Security Solutions Specifications: The specifications for Varonis Data Security solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Varonis that fall within this security product category except those products which do not meet State standards.

8.2.35.2 Contractor shall provide under the resulting Contract, applicable Varonis Maintenance and Technical Support.

8.2.35.3 Quantities are estimated to be between 1 and 2,500 per year.

8.2.36 Publisher: TrendMicro

8.2.36.1 Security Solutions Specifications: The specifications for TrendMicro security solutions are limited to TippingPoint Advanced Threat Protection Analyzer, InterScan Web Security security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by TrendMicro that fall within this security product category except those products which do not meet State standards.

8.2.36.2 Contractor shall provide under the resulting Contract, applicable TrendMicro Maintenance and Technical Support.

8.2.36.3 Quantities are estimated to be between 1 and 1,500 per year.

8.2.37 Publisher: Courion Corporation

8.2.37.1 Security Solutions Specifications: The specifications for Courion Access Management solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Courion Access Management that fall within this security product category except those products which do not meet State standards.

8.2.37.2 Contractor shall provide under the resulting Contract, applicable Courion Access Management Maintenance and Technical Support.

8.2.37.3 Quantities are estimated to be between 1 and 5,000 per year.

8.2.38 Publisher: Duo Security, Inc.

8.2.38.1 Security Solutions Specifications: The specifications for Duo Security Two-Factor Authentication solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Duo Security Two-Factor Authentication that fall within this security product category except those products which do not meet State standards.

8.2.38.2 Contractor shall provide under the resulting Contract, applicable Duo Security Two-Factor Authentication Maintenance and Technical Support.

8.2.38.3 Quantities are estimated to be between 1 and 5,000 per year.

8.2.39 Publisher: Cloudlock

8.2.39.1 Security Solutions Specifications: The specifications for Cloudlock Cloud Security solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Cloud Security solutions offered by Cloudlock that fall within this security product category except those products which do not meet State standards.

8.2.39.2 Contractor shall provide under the resulting Contract, applicable Cloudlock Maintenance and Technical Support.

8.2.39.3 Quantities are estimated to be between 1 and 10 per year.

8.2.40 Publisher: Salto Systems

8.2.40.1 Security Solutions Specifications: The specifications for Salto Systems XS4 Access Control Platform solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract,

existing and future Hardware and/or Software platforms offered by Salto Systems that fall within this security product category except those products which do not meet State standards.

8.2.40.2 Contractor shall provide under the resulting Contract, applicable Salto System Maintenance and Technical Support.

8.2.40.3 Quantities are estimated to be between 1 and 200 per year.

8.2.41 Publisher: B.A.S.I.S. and V.

8.2.41.1 Security Solutions Specifications: The specifications for B.A.S.I.S. System solutions are limited to Card Access security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by B.A.S.I.S. System that fall within this security product category except those products which do not meet State standards.

8.2.41.2 Contractor shall provide under the resulting Contract, applicable B.A.S.I.S. System Maintenance and Technical Support.

8.2.41.3 Quantities are estimated to be between 1 and 200 per year.

8.2.42 Publisher: HID Global

8.2.42.1 Security Solutions Specifications: The specifications for HID Global solutions are limited to Secure Identity smart cards, card readers, and card printer solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by HID Global that fall within this security product category except those products which do not meet State standards.

8.2.42.2 Contractor shall provide under the resulting Contract, applicable HID Global Maintenance and Technical Support.

8.2.42.3 Quantities are estimated to be between 1 and 1,000 per year.

8.2.43 Publisher: Identiv

8.2.43.1 Security Solutions Specifications: The specifications for Identiv Smart Card solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Smart Card security related solutions offered by Identiv that fall within this security product category except those products which do not meet State standards.

8.2.43.2 Contractor shall provide under the resulting Contract, applicable Identiv Maintenance and Technical Support.

8.2.43.3 Quantities are estimated to be between 1 and 1,000 per year.

8.2.44 Publisher: CrowdStrike

8.2.44.1 Security Solutions Specifications: The specifications for CrowdStrike solutions are limited to the CrowdStrike Falcon Platform Security solution. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by CrowdStrike that fall within this security product category except those products which do not meet State standards.

8.2.44.2 Contractor shall provide under the resulting Contract, applicable CrowdStrike Maintenance and Technical Support.

8.2.44.3 Quantities are estimated to be between 1 and 1,000 per year.

8.2.45 Publisher: Proofpoint

8.2.45.1 Security Solutions Specifications: The specifications for Proofpoint Advanced Threat Protection Email gateway solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Software platforms offered by Proofpoint that fall within this security product category except those products which do not meet State standards.

8.2.45.2 Contractor shall provide under the resulting Contract, applicable Proofpoint Maintenance and Technical Support.

8.2.45.3 Quantities are estimated to be between 1 and 1,000 per year.

8.2.46 Publisher: MalwareBytes

8.2.46.1 Security Solutions Specifications: The specifications for MalwareBytes solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Software platforms offered by MalwareBytes that fall within this security product category except those products which do not meet State standards.

8.2.46.2 Contractor shall provide under the resulting Contract, applicable MalwareBytes Maintenance and Technical Support.

8.2.46.3 Quantities are estimated to be between 1 and 1,000 per year.

8.2.47 Publisher: Dell

8.2.47.1 Security Solutions Specifications: The specifications for Dell solutions are limited to security-related ~~KASE~~KACE solutions. Contractor shall provide under the resulting Contract, existing and future software offered by Dell that fall within this security awareness and training product category except those products which do not meet State standards.

8.2.47.2 Contractor shall provide under the resulting Contract, applicable Dell Maintenance and Technical Support.

8.2.47.3 Quantities are estimated to be between 1 and 1,000 per year.

8.2.48 Publisher: PulseSecure

8.2.48.1 Security Solutions Specifications: The specifications for PulseSecure solutions are limited to the Pulse Connect and Pulse Policy Access solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by PulseSecure that fall within this security product category except those products which do not meet State standards.

8.2.48.2 Contractor shall provide under the resulting Contract, applicable PulseSecure Maintenance and Technical Support.

8.2.48.3 Quantities are estimated to be between 25 and 250 per year.

8.2.49 Publisher: Netskope

8.2.49.1 Security Solutions Specifications: The specifications for Netskope Cloud Access Security Broker (CASB) solutions are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by Netskope that fall within this security product category except those products which do not meet State standards.

8.2.49.2 Contractor shall provide under the resulting Contract, applicable Netskope Maintenance and Technical Support.

8.2.49.3 Quantities are estimated to be between 25 and 250 per year.

8.2.50 Publisher: CISCO

8.2.50.1 Security Solutions Specifications: The specifications for CISCO ASA Application Firewall and VPN solutions are limited to security-related stand-alone **software solutions not currently, as of the date of issuance of this ITB through its closing date, under another state of Idaho open statewide contract (whether a contract issued by the state of Idaho, or a Participating Addendum issued by the state of Idaho pursuant to a NASPO ValuePoint contract)**. For cases in which CISCO ASA Application Firewall and VPN security related-solutions are added to any other state of Idaho open contract after the closing date of this ITB, the state of Idaho will require agencies to purchase CISCO ASA Application Firewall and VPN security related-solutions from the Contract(s) awarded for products relating to this ITB's section 8.2.50. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by CISCO that fall within this security product category except those products which do not meet State standards.

8.2.50.2 Contractor shall provide under the resulting Contract, applicable CISCO Maintenance and Technical Support.

8.2.50.3 Quantities are estimated to be between 25 and 250 per year.

8.2.51 Publisher: BeyondTrust

8.2.51.1 Security Solutions Specifications: The specifications for BeyondTrust PowerBroker and BeyondInsight PasswordSafe are limited to security-related solutions. Contractor shall provide under the resulting Contract, existing and future Hardware and/or Software platforms offered by BeyondTrust that fall within this security product category except those products which do not meet State standards.

8.2.51.2 Contractor shall provide under the resulting Contract, applicable BeyondTrust Maintenance and Technical Support.

8.2.51.3 Quantities are estimated to be between 100 and 1,000 per year.

8.3 Maintenance and Technical Support Services

8.3.1 Under the resulting Contract the Contractor shall provide Maintenance and Technical Support services. These services shall be provided to any ordering State agency or governmental entity regardless of their physical location within the State.

Maintenance means those preventive, diagnostic, updating, replacement, and repair procedures that a State agency or organization has in place. Maintenance can be provided either by persons who are employed by the State or through an outsourced contract. It includes documenting maintenance activities for applications or equipment. Specific maintenance items might include, but are not limited to:

- Periodic replacement of parts and renewal of consumable supplies;
- Repair or replacement of faulty components;
- Periodic inspection and cleaning of equipment;
- Updating or upgrading hardware and software, including installing new operating system versions;
- Monitoring the condition and functionality of networks and equipment, including testing web site accesses and links; and
- Installing and removing equipment and applications.

Technical Support refers to actions taken on behalf of agencies or organizations rather than to actions taken on equipment and systems. Support denotes activities that keep information asset users working or help users improve the ways they work. Included under support might be such items as:

- Help desks and other forms of putting a person in touch with another person to resolve a problem or provide advice;
- Automated information systems, such as searchable frequently-asked-question (FAQ) databases or newsletters;
- Initial training and familiarization tours for equipment and software, whether automated or conducted by a human;
- Instructional and curriculum integration support; and
- Technology integration support for information assets, usually conducted through specialized consultants or software/systems vendors.

As with maintenance, support can be delivered through a variety of mechanisms, including in-house technology specialists or outsourced contracts.

8.3.2 For each Publisher on which the Bidder is bidding, the Bidder must bid an hourly rate to cover Maintenance and Technical Support services. The rate shall be charged only for actual hours required to provide the service, and shall be fully burdened to include, but not limited to, travel, lodging, meals, and material costs.

8.3.2.1 Quantities are estimated to be between 0 – 200 hours per Publisher.

9 QUANTITIES

All quantity estimates in this ITB are based on available information and we do not guarantee any minimum quantities.

10 PRICING AND PRICE ADJUSTMENTS

Provide your fully burdened pricing on the Bid Schedule (**Attachment 2 – Bid Schedule, REV 1**).

Pricing for each Line Item (see Bid Schedule) shall be the Contractor's percent discount(s)* from the Publisher's established list price as shown on the Contractor's submitted Bid Schedule. List price will be the Publisher's advertised price ("Publisher's List Price") in effect at the time the Contractor places an order for the ordering State agency or government entity exclusive of any discounts, OEM incentives, or special channel pricing. The percent discount(s)* will apply to the Publisher's entire line of IT security related products provided under Contracts awarded from this ITB. The Contractor must take into account costs to cover pre-sales engineering and post-sales installation support as well as overhead (including the Administrative Fee), profit, etc. in the percent discount(s)*. Percent discounts shall remain firm and fixed in relation to Publisher's list price for the duration of the Contract, unless otherwise agreed to in writing by the Division of Purchasing (in consultation with the OCIO). The Division of Purchasing makes no guarantee that it will allow any changes to percent discounts in the Contract.

* See the "DESCRIPTION" in Column D in the Bid Schedule.

Per hour cost for Maintenance and Technical Support services shall be firm and fixed for the initial term of the Contract. After the initial term, a request for increase may be submitted to the Division of Purchasing in writing, no less than seventy-five (75) calendar days prior to the expiration of the Contract's current term. Renewal cost for per hour pricing for Maintenance and Technical Support shall not exceed a four percent (4%) increase over the previous term. The Division of Purchasing makes no guarantee that it will allow any changes to per hour costs for Maintenance and Technical Support. Cost per hour pricing may be decreased at any time during the life of the Contract with written notice to the Division of Purchasing.

Regarding percent discounts in the Contract, the Contractor can provide agencies deeper discounts at any time during the term of the Contract.

See section 13.15 for an exception to this section 10 regarding price adjustments.

11 SUBMISSION REQUIREMENTS

11.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

11.1.1 Bid Schedule

Provide your cost information on **Attachment 2**~~, Bid Schedule~~ **– Bid Schedule, REV 1**. Do not submit your Bid on any other form. Submitting your Bid on a form different than the Bid Schedule may cause your Bid to be rejected as non-responsive.

11.1.2 State of Idaho Signature Page

Bidder must provide a completed state of Idaho Signature Page is required. The State of Idaho Signature Page is attached in IPRO.

11.1.3 Executive Summary

Include an Executive Summary that tells us something about your company, your understanding of the critical areas of this purchase, and why you are best qualified to perform the Contract; as well as copies of any certifications you hold for the products offered in response to this ITB, including any pertinent employee certifications.

11.1.4 Publisher Certifications or Approval Letter

The State requires that, for each Publisher on which Bidder is bidding, the Bidder must provide Publisher certifications or other required approval to sell Publisher's solutions to the State. (The Contractor must remain an authorized reseller for each Publisher listed in its Contract throughout the Contract's term.) If the Bidder cannot prove that it is authorized by the Publisher to sell the Publisher's solutions, its Bid for the particular Publisher will be found non-responsive.

11.1.5 List of Publisher's Prices

Bidder must submit Publisher's list price, current as of the ITB Closing Date, for all products for each Publisher on which the Bidder is bidding. (The Contractor must provide online access to Publisher's list pricing, or provide periodic updates to the Division of Purchasing, as the Publisher's list prices change.)

~~11.1.6 Financial Stability Information~~

~~Bidder must provide financial stability information in accordance with section 5.~~

11.1.7 Reference Questionnaires

Bidder must provide reference questionnaires in accordance with section 6 and **Appendix B**.

11.1.8 Descriptive Information for "Equivalents"

See section 13.8.3.

11.2 Bid Submission Methods

Bids may be submitted electronically via IPRO or manually in a sealed envelope/package. Do not fax or e-mail your Bid. Your Bid must be received at the Division of Purchasing by the date and time specified on the IPRO header document. The official time, for bid closing purposes, is the Division of Purchasing's time clock.

11.2.1 Electronic Submission via IPRO

If submitting electronically via IPRO, upload all of the Required Bid Submission Items (See section 11.1) and enter your cost in IPRO as $0.00.

Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

If submitting via IPRO, be advised that that the Bidder for Bid evaluation and award purposes is the entity profile under which the Bid is submitted in IPRO, which must be the same legal entity presented in your uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Bid in IPRO, the information provided on the Signature Page prevails.

While it is not mandatory to submit your Bid electronically via IPRO, all Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system (even if submitting a Bid manually outside

of IPRO) as it is necessary in order to process and/or award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder's response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

11.2.2 Manual Submission

If submitting manually (via U.S. Mail, courier or hand-delivery), seal all Required Bid Submission Items in a single envelope or package (be certain to include an original hand-written signature in ink OR an electronic signature on the State of Idaho Signature Page) and label the outside of the package as follows:

Attn: Jason Urquhart, Idaho Division of Purchasing
Bidder Name: (Company Name)
ITB Number: ITB16000974
ITB Title: Information Technology Security Related Products

Bidders submitting manually must provide one (1) original and five (5) copies of their Bids, as well as an electronic copy on a USB or CD. Please clearly identify the original manual submission and be certain that the Signature Page is located at the front of the original Bid.

11.2.3 Trade Secrets

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

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

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

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

12 EVALUATION AND AWARD

12.1 Award

Award will be made per Line Item to the responsive responsible Bidder with the highest Percent Discount Off Publisher's List Price for Product Purchases, as provided on the Bid Schedule*.

* The state of Idaho reserves the right to award multiple Contracts from this ITB, if determined to be in the best interest of the State, in the State's sole discretion, and this includes the possibility of awarding to multiple suppliers for any particular Line Item for the exact Publisher listed and awarding to multiple suppliers for the same Line Item for an "equivalent" Bid.

Please note that the State is allowing Bidders to enter different percent discounts for things like software licensing and software maintenance (see Column D in the Bid Schedule); however, those percent discounts will not be factored in the evaluation, with the exception of what is shown at 12.2.2.1.2 and 12.2.3.1.2 below.

Please note that the State is allowing Bidders to enter an Hourly Rate for Maintenance and Technical Support (see Column E in the Bid Schedule); however, those Hourly Rates will not be factored in the evaluation, with the exception of what is shown at 12.2.2.1.3 and 12.2.3.1.3 below.

12.2 Evaluation of Competing Bids Per Line Item

The following is how competing Bids per Line Item will be evaluated:

12.2.1 Bids for the exact Publisher and "equivalent" bids will NOT be comparatively evaluated against each other.

12.2.2 For each Line Item, Bids for the exact Publisher listed will be comparatively evaluated against each other.

12.2.2.1 If two or more Bidders provide the same Percent Discount off Manufacturer's List Price for Product Purchases for the same Line Item, the following will be used to break the tie Bids:

12.2.2.1.1 Whichever Bidder has received the highest final score for References (see section 6) will be found to be the apparent successful Bidder.

12.2.2.1.2 If References scored are tied, then any percent discounts entered into Column D (see Bid Schedule) will be used to break the tie. For any instance in which a Bidder has entered more than one percent discount into Column D, those percent discounts will be averaged for the purposes of this section. Whichever Bidder has the highest percent discount from Column D will be found to be the apparent successful Bidder.

12.2.2.1.3 If Column D percent discounts are tied, or, if all of the Bidders have not entered percent discounts into Column D for the Line Item being considered, making comparison impossible, then the Hourly Rate for Maintenance Support and Technical Support (see Column E in the Bid Schedule) will be used to break the tie. Whichever Bidder has the lowest Hourly Rate for Maintenance Support and Technical Support will be found to be the apparent successful Bidder.

12.2.2.1.4 If all of the above fail to identify an apparent successful Bidder, then the State may use other methods to break the tie identified in IDAPA 38.05.01.082. Selection of the method(s) to be used is in the State's sole discretion.

12.2.3 For each Line Item, "equivalent" Bids will be comparatively evaluated against each other.

12.2.3.1.1 Whichever Bidder has received the highest final score for References (see section 6) will be found to be the apparent successful Bidder.

12.2.3.1.2 If References scored are tied, then any percent discounts entered into Column D (see Bid Schedule) will be used to break the tie. For any instance in which a Bidder has entered more than one percent discount into Column D, those percent discounts will be averaged for the purposes of this section. Whichever Bidder has the highest percent discount from Column D will be found to be the apparent successful Bidder.

12.2.3.1.3 If Column D percent discounts are tied, or, if all of the Bidders have not entered percent discounts into Column D for the Line Item being considered, making comparison impossible, then the Hourly Rate for Maintenance Support and Technical Support (see Column E in the Bid Schedule) will be used to break the tie. Whichever Bidder has the lowest Hourly Rate for Maintenance Support and Technical Support will be found to be the apparent successful Bidder.

12.2.3.1.4 If all of the above fail to identify an apparent successful Bidder, then the State may use other methods to break the tie identified in IDAPA 38.05.01.082. Selection of the method(s) to be used is in the State's sole discretion.

13 SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions are unique to this solicitation. Where conflict occurs between these terms and conditions and other State terms and conditions, these Special Terms and Conditions shall take precedence.

13.1 Public Agency Clause

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

13.2 Payment Schedule and Invoicing

All invoicing is to be directed by Contractor to the ordering agency. Agencies will make payments no later than thirty (30) calendar days after acceptance.

13.3 Delivery

All item(s) must be delivered to the ordering agency within thirty (30) calendar days after receipt of the ordering agency's purchase order, FOB Destination (location as specified by the ordering agency), freight pre-paid and allowed. The ordering agency may, in its discretion, extend the delivery time without considering the Contractor to be in breach of Contract.

13.4 Additional Reporting

On a quarterly basis, Contractor will notify OCIO of all orders placed under the Contract, to assist the State in tracking overall implementation of security products throughout the infrastructure. The email address(es) to which to provide this notification will be provided after award of Contract.

(Note: Notification to OCIO is only intended for tracking and planning purposes; orders do not have to be approved by OCIO prior to fulfilling the order.)

13.5 Idaho Technology Authority Standards

All services shall be performed in accordance with the ITA standards and policies, which can be viewed on-line at http://ita.idaho.gov/.

13.6 Insurance Requirements

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

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

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

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

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

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

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

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

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

13.6.3.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho and its divisions,

officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

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

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

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

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

13.7 Contractor Contacts

Contractor shall maintain and provide to the State a current list of contact personnel for the sales and service staff assigned to the Contract. Contact information must include name and title, personal work phone number, assigned work cell phone number, fax number, and email address. Contact information must be provided to the State no later than fourteen (14) calendar days after the effective date of the Contract and may be provided in the form of an Excel file.

13.8 Brand Names

Though the State is seeking bids on the exact Publishers (brand names) listed in section 8.2 and on the Bid Schedule, Bidders may bid “equivalents”. However, please note the following provisions:

13.8.1 As identified elsewhere in this ITB, the State reserves the right to award multiple Contracts. That being the case, the State intends to award at least one Contract per Line Item (see Bid Schedule) to a Bidder that has bid the brand name Publisher.

13.8.2 The State may also award Contracts for “equivalent” items bid. If the State does so, then any agency placing an order will place the order with the Contractor whose terms and conditions regarding price, availability, support services and delivery are most advantageous to the agency, unless:

13.8.2.1 The agency has previously purchased the brand name Publisher’s products, those products are installed within the agency’s network, the agency considers those installed products to be integral to its network, and installing a different Publisher’s “equivalent” would cause a need for the agency to remove its existing products or reengineer its network due to any adverse impact to the agency’s network that any new product may cause. Decisions as to whether or not there would be an adverse impact to the agency’s network are in the agency’s sole discretion.

13.8.3 If a Bidder bids an "equivalent", the Bidder must include with its Bid descriptive information that provides a comparison of features between the IT security related products of the "equivalent" and the brand name Publisher's IT security related products.

13.8.4 Bidders may only bid one Publisher per Line Item.

13.9 Remedies and Liquidated Damages

Remedies associated with nonperformance, substandard performance, or unacceptable performance will include liquidated damages and non-financial remedies. Examples of remedies include, but are not limited to:

13.9.1 Corrective action plans to be developed and implemented by the Contractor, subject to State approval;

13.9.2 Enhanced monitoring of Contractor performance by the State or its designee, including access to Contractor facilities, Contract related records, and personnel;

13.9.3 Additional or ad hoc reporting by the Contractor, at no cost to the State, that addresses performance issues;

13.9.4 Liquidated damages in accordance with actual damage(s) incurred by the State as a result of non-performance or sub-performance on the part of the Contractor or Contractor's subcontractors.

13.10 Addition and Deletion of Products and Publishers by the State

During the term of the Contract(s), products and Publishers may be added or deleted as deemed necessary by the State.

If the State seeks to add a product or Publisher, all Contractors holding an active Contract awarded from this ITB will be asked for their percent discount from Publisher's list price (including any varying discounts; see Column D in the Bid Schedule) for the additional product or Publisher. Contractors will be selected for the additional product or Publisher based on the same requirements as stipulated in the ITB; however, the State will not allow "equivalents" in this circumstance. Discount percentages for added products or Publishers, and hourly rates for Maintenance and Technical Support for added products or Publishers, shall be firm and fixed for the life of the Contract, unless otherwise agreed to in writing by the Division of Purchasing (in consultation with the OCIO).

When the State requests pricing from a Contractor pertaining to the addition of products or Publishers to the Contract, the State reserves the right to add one product or Publisher, some products or Publishers or no products or Publishers to the Contract.

The specifications for any products added to the Contract are limited to IT security-related products. Contractor shall provide all current and future security solutions offered by Publishers of these products except those products which do not meet State standards. Contractor shall also provide all applicable Hardware and Software Maintenance and Technical support, and pre-sales engineering and post-sales installation support.

Products or Publishers may be deleted by the State from the Contract upon no more than a thirty (30) calendar day written notice from the Division of Purchasing to the Contractor.

Addition of and deletion of products or Publishers may be accomplished with or without processing an amendment to the Contract, at the State's sole option.

13.11 Contractor Contacts

Contractor shall maintain and provide to the State a current list of contact personnel for the sales and service staff assigned to the Contract. Contact information is to include name and title, personal work phone number, assigned work cell phone number, fax number, and email address. Contact information is to be provided to the State no later than fourteen (14) calendar days after the effective date of the Contract and may be provided in the form of an Excel file. This information will be posted to the State's website for use by State personnel and public agencies. This information and any subsequent modifications are to be sent to the Division of Purchasing.

13.12 License, Service and Maintenance Agreements

License, service, and maintenance agreements required by the Contractor or by Publishers to be signed by the State, are only binding upon the State to the extent that they are in full agreement with the State of Idaho Standard Contract Terms and Conditions and the Special Terms and Conditions, both of which are a part of this ITB.

Please also note that for any such agreement, whether shrink-wrap or click-wrap, that contains terms or conditions that do the following, those terms and conditions are void:

a. Waive the sovereign immunity of the state of Idaho;

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

c. 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;

d. 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,

e. 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.

Furthermore, any terms or conditions within any such agreement that require indemnification not specifically authorized by the Idaho legislature or subject to appropriation are void pursuant to Section 67-5725, Idaho Code, and Section 59-1016, Idaho Code. Additionally, terms or conditions in any such agreement that hold individual users (employees of the state of Idaho and of political subdivisions of the state of Idaho) personally liable are void.

13.13 Software as a Service Products

Software as a Service (SaaS) products may be purchased under the Contract, as long as the following three (3) criteria are met:

Criteria 1: It is a product provided by a Publisher listed on the Contract's Bid Schedule.

Criteria 2: It is an IT security related product.

Criteria 3: The product has previously been packaged and delivered in a traditional COTS manner (such as via CD or DVD), and the Publisher now only provides the product as SaaS (does not provide via CD or DVD).

13.14 Contract Overlap

Many IT products perform a wide variety of business functions. And, some IT products may be provided as a stand-alone solution, or within a suite, and the same type of solution may be found within another suite provided by another Publisher or even by the same Publisher. Due to these circumstances, there may be overlap amongst state of

Idaho contracts, including overlap between Contracts awarded from this ITB and other state of Idaho contracts. Additionally, there may be overlap between Contracts awarded from this ITB and purchases made by state of Idaho agencies on the open market. If such overlap occurs, Contractor agrees that the state of Idaho shall not be in breach of contract for any Contract awarded from this ITB.

13.15 Changing Technology, Publisher Names and Publisher Ownership

The nature of the IT industry is such that technology changes so rapidly that at least some technology contemplated in this ITB will be likely to have changed before the end of the Contract's life. Additionally, Publisher names and Publisher ownership in some cases is likely to change. Despite this fact, the state of Idaho has a need to establish long-term contracts so that terms are defined, and to avoid the administrative costs of having to continually issue new Solicitations to establish shorter-term contracts.

Therefore, if technology changes (or Publisher names change; or, Publisher ownership changes) during the term of the Contract, and such changes affect Publishers or products on the Contract, the Contractor shall notify the Division of Purchasing in writing of such change, providing detail as to what the change is and identifying the degree of change and any impact to Contract pricing. The Division of Purchasing, in consultation with the OCIO, will then, in its sole discretion, determine whether or not the change is within the Contract's scope, and, regarding any impact to Contract pricing, whether or not the impact can be accepted by the State under the Contract. If the change is determined to be within the Contract's scope, and any impact to Contract pricing can be accepted, then the Division of Purchasing will document the change to the Contract, and may amend the Contract if the Division of Purchasing determines that amending the Contract is necessary. If the change is determined to be outside of the Contract's scope, or the impact to Contract pricing is determined to be unacceptable, then the Division of Purchasing may do one of the following:

13.15.1 Delete from the Contract any Publishers or products affected by the change in accordance with section 13.10, Addition and Deletion of Products and Publishers.

13.15.2 Terminate the entire Contract for the convenience of the State upon thirty (30) calendar days' written notice to the Contractor. If the Contract is terminated for convenience, the following shall apply:

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

13.15.2.1.1 Stop all work on orders that it has received from agencies, and any orders it receives after the time the notice is received, unless the termination notice directs otherwise;

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

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

13.15.2.1.4 Within thirty (30) calendar days of receipt of the termination notice, agency shall pay all unpaid fees to the Contractor provided the Contractor has provided the agency a final detailed invoice for products delivered, and those unpaid fees are in accordance with the products delivered.

14 BILLING PROCEDURE

The Contractor must provide a signed invoice upon delivery. The invoice must be submitted no later than thirty (30) calendar days after delivery. (If services [those which are allowed under the Contract] are provided, the invoice must be submitted no later than thirty [30] calendar days after acceptance.)

The Contractor must provide the following information with each invoice:

1. IPRO contract number (and name of project/product, if appropriate) and Agency PO number
2. Total amount billed
3. Detailed description of services/products provided and associated # of hours/$ amounts, as appropriate
4. Name of authorized individual and contact information for Contractor

Invoices are to be submitted to the ordering agency.

15 LICENSING, SERVICE LEVEL AGREEMENT AND MAINTENANCE AGREEMENT LIMITATION

All licenses, service level agreements and maintenance agreements for products purchased under the Contract(s) shall expire no later than one (1) calendar year after the Contract's (Contracts') expiration or termination.

APPENDIX A - DEFINITIONS

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

Acceptance – Unless otherwise specified within this document, when the Property (defined per the State of Idaho Standard Contract Terms and Conditions) does not include installation, acceptance shall occur ninety (90) work days after delivery. When the Property includes installation, acceptance shall occur ninety (90) work days after the completion of installation unless otherwise specified in this document. Acceptance shall not occur if the State notifies the Contractor in writing within the applicable ninety (90) work day period that the Property does not satisfy the terms of the Contract or otherwise fails to pass test procedures or programs established under the Contract.

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

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

Failure – A failure by the Software or Property, in whole or in part, to conform to the Specifications and other criteria established by the Contract**.**

Hardware – Property required for the execution of Software instructions.

Implementation Plan (or Project Schedule, or Project Plan, or Work Plan) – The plan which will be agreed to by the parties, which describes the schedule for the project and responsibilities for certain tasks to be performed in connection with the Contract, and which will be incorporated herein upon its completion.

Installation Date – The date on which installation of the Software and/or Hardware or Property is completed and the Software and/or Hardware or Property is certified by the Contractor as ready for testing.

Installation Site – The address where the Software and/or Hardware or Property is to be installed, as designated by the State.

Must, Shall, Will - Where the words "must", "shall", or "will" occur, the words declare a mandatory requirement or specification upon the Bidder. Failure to meet the mandatory requirement or specifications may deem the Bid nonresponsive.

Normal Operation Hours – Unless otherwise stated, the normal operating hours of the State are to be considered to be 8:00 a.m. until 5:00 p.m. Mountain Time, Monday through Friday, with the exception of State holidays.

Post-Sales Installation Support – While this is not a capitalized term in this ITB, save for in this Appendix, post-sales installation support shall mean the following:

- Assisting IT staff with installing* the equipment or Software to the point that the IT management accepts the installation (* installation of equipment shall include, at a minimum, assisting IT staff with placing equipment on a

rack, powering on the equipment, ensuring any administrator interface is functioning properly and providing an IT staff member with any necessary administrator accounts);

- Or, if requested by an agency, training identified IT staff on how to install equipment or Software, with as-needed phone support, to the point that IT management accepts the installation.
- Post-sales installation support does not include creating the project plan or configuring the solution, but the agency IT staff should be left with an understanding of how to configure it for their agency.

Pre-sales engineering - While this is not a capitalized term in this ITB, save for in this Appendix, pre-sales engineering shall mean the following: Discovery, analysis, and definition of an agency's requirements to determine what solution and design are best for their environment.

Production Environment – At a minimum, a production environment shall be considered to be a Software and/or Hardware environment where live data from a customer of the Contractor or Bidder is processed real time within the Software and/or Hardware environment as a business function of the customer.

Response Time – The time within which the Software responds to State actions as part of the Acceptance Tests and during the Warranty Period. Following are definitions for specific Response Time measurements which apply to the Software:

Ad Hoc Reporting - The time required for the printing of an ad hoc report by the Software, beginning after initiation of the request from the State to the Software for the printing of a report from the Software until the report is printed;

New Screen Page Time – The time elapsed from the time a new screen is requested by pressing an enter key or similar action until such time that the last character is displayed on screen and the Software is available for use by the State at that equipment;

Print Initiation Time – Except for Ad Hoc Reporting Time printing time, the elapsed time from the command to print a screen or report until it starts printing the first character of the first page of the document;

Processing Time – The time elapsed from the time all data are entered by pressing an enter key or similar action, the computed data are displayed on the equipment screen, and the Software is available for use by the State at the equipment;

Record Retrieval Time – The time elapsed after the retrieve command is given until the last character is displayed on the screen and the Software is available for use by the State at that equipment;

Record Search Time – The time elapsed after the search command is given (after entering the data keys for the search) until the last character is displayed on screen and the Software is available for use by the State at that equipment;

Screen Edit Time – The time elapsed after the last field is filled on the screen with an enter command until all field entries are edited and the Software is available for use by the State at that equipment.

Schedule – The schedule of tasks to be performed by the parties, as described in the Project Plan.

Service Installation Date – The date on which the Software and/or Hardware or Property has passed all testing and is accepted by the State and placed into service.

Software – The source code version of the computer software licensed or owned as created by Contractor for the State, and specified in the ITB. Enhancements will be considered as Software when provided to State under the Maintenance Contract.

State Data – All data provided by and pertaining to the State or its Affiliates (Agencies).

Warranty Period – Unless otherwise stated by the State Specifications, a one year period for the Software beginning after Acceptance**.**

APPENDIX B - REFERENCES

INSTRUCTIONS TO THE BIDDER:

Bidders must provide three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or agencies with knowledge of the Bidder's experience that is similar in nature to that which is being requested by this ITB, and the Bidder must have provided IT security related products to the reference within the three (3) years immediately preceding the date this ITB was issued. Agencies of the state of Idaho may not be utilized as references. **(Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, and shall be in the sole discretion of the State.)**

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

1. Bidders must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

   a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.

   b. Print the name of your company/organization on the "BIDDER NAME" line.

   c. Be certain that the ITB Closing Date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference's Response To" document to your references to complete.

Please note the following:

- Reference questionnaires received after to the ITB Closing Date and time will not be considered.
- If only one (1) or two (2) reference questionnaires are received timely, the missing reference(s) will be factored as a score of zero (0).
- If a question is not scored by the reference, that question will receive a score of "0".
- Any reference questionnaire received that does not meet requirements identified in the paragraph above that begins "Bidders must provide three…" will receive a score of "0" for that reference.
- If more than three (3) completed reference questionnaires are received, the first three (3) fully completed reference questionnaires received will be used for evaluation purposes.
    - The scores from each completed reference questionnaire will be averaged. Then, the average scores for all of the Bidder's references will be averaged for a final score.
- It is the Bidder's responsibility to follow up with its references to ensure timely receipt of all questionnaires by the ITB Lead. Bidders may e-mail the ITB Lead prior to the ITB Closing Date to verify receipt of references.
- In addition to this document, the State may contact references by phone or e-mail for further clarification, if found to be necessary by the State, in its sole discretion.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
ITB for IT Security Related Products

REFERENCE NAME (Company/Organization): _____

BIDDER (Vendor) NAME (Company/Organization): _____has submitted a Bid to the State of Idaho to provide the following: IT Security Related Products. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.

2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.)*

3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. *(Reference documents must include an actual signature.)*

4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

ITB Lead:	Jason Urquhart, Purchasing Officer
E-mail:	jason.urquhart@adm.idaho.gov
Fax:	208-327-7320

5. This completed document **MUST** be received no later than the ITB Closing Date at 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted**.

6. DO **NOT** return this document to the Bidder (Vendor).

Section I. RATING

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

Rating Scale

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

*Circle **ONE** number for each of the following numbered items:*

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

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

   10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of what this vendor has provided to your company or agency:

_____

_____

_____

_____

_____

2. During what time period did the vendor provide the above for your company or agency?

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

Section III. ACKNOWLEDGEMENT

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

_____ _____

Signature of Reference Date

_____ _____

Print Name Title

_____

Phone Number

_____

E-mail address

ITB for IT Security Related Products

ATTACHMENT 1-BIDDER QUESTIONS

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

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

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

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

ITB for IT Security Related Products

	ITB Section	ITB Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
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20				
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22				
23				

ATTACHMENT 2- BID SCHEDULE, REV 1

Attached separately.