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**STATE OF IDAHO**

**DIVISION OF PURCHASING**

In conjunction with



**REQUEST FOR PROPOSALS (RFP) 16000145**

**DATA BREACH AND CREDIT MONITORING SERVICES**

Issue Date October 21, 2015

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## 1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	Data Breach and Credit Monitoring Services
RFP Project Description:	The State of Idaho, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide data breach and credit monitoring services.
RFP Lead:	Valerie Bollinger, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 Valerie.Bollinger@adm.idaho.gov (208) 332-1631
Submit sealed proposal (if submitting manually):  MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE IDAHO DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier: LBJ Building 650 W. State St., Room B-15 Boise, ID 83720  Address for US Mail: P.O. Box 83720 Boise, ID 83720-0075
Submit electronically via IPRO:	Electronic Submission <a href="https://purchasing.idaho.gov/iprologin.html">https://purchasing.idaho.gov/iprologin.html</a>
Pre-Proposal Conference:	Thursday, October 29, 2015 at 10:00 am Mountain Time
Pre-Proposal Conference Location:	650 W. State St., Room B-15 (or by teleconference)
Deadline To Receive Questions:	Tuesday, November 3, 2015 at 11:59:59 p.m. Mountain Time
RFP Closing Date:	See IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Initial Term of Master Agreement and Renewals:	The initial term of the Master Agreement will be two (2) years with the option, upon mutual written agreement, for three (3) additional renewal periods of one (1) year each. Upon mutual agreement, the Master Agreement may be extended or amended.
<b>TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 26 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES, INCLUDING THE STATE OF IDAHO, MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.</b>	

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## 2 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION

### 2.1 PURPOSE

The State of Idaho Division of Purchasing (Lead State) is requesting proposals for data breach and credit monitoring services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified Offerors to provide services related to data breach, including notification assistance, credit and identity monitoring, and identity restoration for affected citizens for all Participating Entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Paragraph 3 of **Exhibit C, NASPO ValuePoint Master Terms and Conditions**.

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

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements.

This will be a new service for the State of Idaho and NASPO ValuePoint.

### 2.2 LEAD STATE

The State of Idaho Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is RFP16000145. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### 2.3 DEFINITIONS

The following definitions apply to this solicitation. **Exhibit C** contains definitions of terms used in the NASPO ValuePoint Master Agreement Terms and Conditions.

**Active Participant** means every Eligible Person that voluntarily elects to activate their participation by agreeing to use the Contract Services.

**Contract Services** means only that portion of the Statement of Work available to an Eligible Person after activation, including without limitation, those described in **Exhibit B**, Paragraphs B4 and B5.

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**Eligible Person** means every individual or business that meets the criteria established by a Participating Entity to qualify for the Contract Services. The Participating Entity will have sole discretion to determine who qualifies as an Eligible Person.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award.

**Offeror** means the company or firm which submits a proposal in response to this Request for Proposal.

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

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.

**Request for Proposals or RFP** means the entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.

**Triggering Event** means a breach or suspected breach of PII, or any other circumstance which results in a Participating Entity activating services under the Master Agreement (through a Participating Addendum).

### **2.4 NASPO VALUEPOINT BACKGROUND INFORMATION**

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

### **2.5 PARTICIPATING STATES**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named as potential participating entities on the resulting Master Agreement: California, Connecticut, Hawaii, North Dakota, Oregon, Utah, and Washington. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in **Appendix A** (attached in IPRO), or may be incorporated into the Participating Addendum after award.

### **2.6 ANTICIPATED USAGE**

This is a new service for the Lead State and NASPO ValuePoint. Therefore, annual usage data is

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not available. Usage will be dependent on Triggering Events and the needs of each Participating Entity. No minimum or maximum level of sales volume is guaranteed or implied in awarded Master Agreements awarded under this RFP.

### **2.7 TERMS AND CONDITIONS GOVERNING SOLICITATION AND RESULTING AGREEMENTS**

#### **2.7.1 Solicitation**

The solicitation consists of this RFP document, including all Exhibits. In the event of any conflict, **Exhibit A, Solicitation Instructions to Vendors** shall take precedence over other terms and conditions, unless an exception is explicitly taken.

#### **2.7.2 Master Agreement**

The Master Agreement(s) awarded from this RFP will consist of the RFP document, including all Exhibits, and the winning Offeror's Proposal, in that order of precedence. In the event of any conflict, **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions** will take precedence over **Exhibit A, Solicitation Instructions to Vendors** and **Exhibit D, State of Idaho Standard Contract Terms and Conditions**.

#### **2.7.3 Participating Addenda**

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

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## 3 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

### 3.1 RFP QUESTION AND ANSWER PROCESS

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

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Valerie Bollinger, Buyer  
State of Idaho, Division of Purchasing  
650 W. State St., Room B-15  
P.O. Box 83720  
Boise, ID 83720-0075  
Fax: (208) 327-7320  
E-mail: Valerie.Bollinger@adm.idaho.gov

**Questions related to this RFP must be submitted in writing to the RFP Lead (preferably via e-mail), by the date and time noted in Section 1, RFP Administrative Information, in order to be considered.**

**Written questions must be submitted using Exhibit E, Offeror Questions.** Official answers to all written questions will be posted on IPRO as an amendment to this RFP (Note: Questions are **not** submitted via IPRO).

Any questions regarding the **NASPO ValuePoint Master Agreement Terms and Conditions, Exhibit C**, or the **State of Idaho Standard Contract Terms and Conditions, Exhibit D**, must also be submitted in writing, using **Exhibit E, Offeror Questions**, by the deadline identified in the RFP 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.

**Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions,**

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will be found non-responsive, and no further consideration of the Proposal will be given.

### **3.2 PRE-PROPOSAL CONFERENCE**

A non-mandatory pre-proposal conference will be held at the location and time indicated in **Section 1, RFP Administrative Information**. This will be your opportunity to ask questions, in person, with representatives of the Lead State. All interested parties are invited to participate either by attending the conference in person, or by an established call in number. Attendance is limited to a total of two (2) representatives for each interested vendor (in person and/or on the phone). **Those choosing to participate must pre-register in writing with the RFP Lead (preferably via e-mail) to receive meeting details. Include the company name, and the name and contact information of the representative(s) who will participate; Offerors are asked to register by Tuesday, October 27 at 5:00pm MT.** Conference attendance is at the participant's own expense. Any oral answers given by the Lead State during the pre-proposal conference are unofficial, and will not be binding on the State or NASPO ValuePoint.

### **3.3 PROPOSAL DUE DATE**

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

### **3.4 CANCELLATION OF PROCUREMENT**

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

### **3.5 GOVERNING LAWS AND REGULATIONS**

This procurement is conducted by the Lead State, in accordance with its procurement rules, found in Idaho Code, IDAPA (administrative rules), and other policies, available at: [http://purchasing.idaho.gov/idaho\\_code.html](http://purchasing.idaho.gov/idaho_code.html).

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

### **3.6 FIRM OFFERS**

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

### **3.7 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL**

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

### **3.8 PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

Include a Table of Contents in the Technical Proposal identifying the contents of each section, including page numbers of major sections. Proposals should follow the numerical order of this

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RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

### **3.9 PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals may be submitted manually or electronically.

#### **3.9.1 Electronically Submitted Proposals**

Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at <http://purchasing.idaho.gov/iprologin.html>. When submitting through IPRO, enter your "Total Cost" in IPRO as "\$0," and **UPLOAD YOUR SEPARATE TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS**, including your signed State of Idaho Signature Page. **The Technical Proposal consists of Section 5, Mandatory Administrative Requirements; Section 6, Business Information; Section 7, Organization and Staffing; and Section 8, Scope of Work, and any exhibits or additional documents referenced therein.**

Be advised that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in IPRO, which must be the same legal entity presented in your attached response materials. Your submission via IPRO is your electronic signature, acknowledging the statements contained in the State of Idaho Signature Page.

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

#### **3.9.2 Manually Submitted Proposals**

Manually submitted proposals must be addressed to the RFP Lead and must be sealed and identified as **"RFP16000145 Data Breach and Credit Monitoring Services."** The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

The Technical portion of the Proposal must be clearly marked **"TECHNICAL PROPOSAL – RFP16000145 Data Breach and Credit Monitoring Services."**

Each proposal must be submitted in one (1) original with six (6) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.

Offerors submitting manually must also submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The

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electronic version must NOT be password protected or locked in any way.

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word “redacted” in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Section 3.10, below) of all trade secret information which was removed or blacked out in the redacted copy.

The Cost Proposal must be separately sealed and identified as **“Cost Proposal – RFP16000145 Data Breach and Credit Monitoring Services.”**

### **3.10 CONFIDENTIAL OR PROPRIETARY INFORMATION**

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), Offerors must also:

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

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

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## 4 EVALUATION AND AWARD

### 4.1 EVALUATION CODES

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

**(ME)** Mandatory and Evaluated Specification - failure to comply will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

**(E)** Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.

### 4.2 INITIAL REVIEW OF PROPOSALS

4.2.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M)**. Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

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

### 4.3 RIGHT TO WAIVE MINOR IRREGULARITIES

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

### 4.4 EVALUATION PROCESS

4.4.1 The Technical Proposal will be evaluated and scored by a Proposal Evaluation Committee.

4.4.2 The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest raw technical score will receive all available Technical Points: 600 points. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula:

$$600 \quad \times \quad \frac{\text{raw score of technical proposal being evaluated}}{\text{highest raw technical score}}$$

4.4.3 Cost Proposals will be opened only after evaluation of Technical Proposals has been completed. The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on Average Unit Price for each of the following services:

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notifications, general call center, single-bureau credit monitoring, and triple-bureau credit monitoring. The proposal with the lowest Average Unit Price proposed for each service will receive all available Cost Points for that service: 100 points. Other proposals will be assigned a portion of the maximum score using the formula:

$$100 \quad X \quad \frac{\text{lowest cost proposal for the service}}{\text{cost proposal being evaluated}}$$

This process will be repeated for each service, with a maximum possible score of 400 points for the Cost Proposal.

#### 4.4.5 Evaluation Criteria

Technical Proposal Includes:

Mandatory Submission Requirements (Section 5)	Pass/Fail
Business Information (Section 6)	100 points
Organization and Staffing (Section 7)	150 points
Scope of Work (Section 8)	350 points
<u>Cost</u> (Exhibit F)	400 points
<b>TOTAL POINTS</b>	<b>1,000 points</b>

#### 4.4.6 Best and Final Offer (BAFO) and other proposal discussions

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

#### 4.5 AWARD OF MASTER AGREEMENT(S)

Award shall be made to the responsive responsible Offeror(s) with the highest number of total points. The Lead State anticipates awarding multiple Master Agreements. Notwithstanding Paragraph 13 of **Exhibit A, Solicitation Instructions to Vendors**, award of Master Agreement(s) will be made without regard to any preference for Idaho suppliers. Participating entities, including the State of Idaho, may take local preferences into consideration when determining if they will enter into a Participating Addendum with a Contractor to which a Master Agreement has been awarded.

#### 4.6 NOTICE OF INTENT TO AWARD

After final selections are made, the Lead State will issue an intent-to-award announcement by letter to all responsive Offerors.

#### 4.7 APPEAL PROCESSES

Offerors are directed to Idaho Code Section 67-5733, available at <http://www.legislature.idaho.gov/idstat/Title67/T67CH57SECT67-5733.htm> for available appeal processes.

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## 5 MANDATORY ADMINISTRATIVE REQUIREMENTS

### 5.1 (M) SIGNATURE PAGE

Proposals must be submitted with a state supplied signature page, located on IPRO as an attachment, which must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE (and will result in a finding that your proposal is non-responsive)**. Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal.

### 5.2 (M) COVER LETTER

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.2.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

\* If submitting via IPRO, be certain the FEIN in IPRO is the same as the one in your cover letter and on your State of Idaho Signature Page.

5.2.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and exhibits, including but not limited to **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions** and **Exhibit D, State of Idaho Standard Contract Terms and Conditions**.

5.2.3. A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

5.2.4 A statement of the Offeror's compliance with affirmative action and equal employment regulations.

5.2.5 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.2.6 A statement naming the firms and/or staff responsible for writing the proposal.

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- 5.2.7 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <http://sam.gov>.
- 5.2.8 A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.
- 5.2.9 A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.
- 5.2.10 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Master Agreement(s) awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (**Exhibit C**) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions (**Exhibit C**).

### **5.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS**

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

### **5.4 EXECUTIVE SUMMARY**

Include an executive summary in the Technical Proposal providing a condensed overview of the contents of the Technical Proposal demonstrating an understanding of the services to be performed.

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## 6 BUSINESS INFORMATION

### 6.1 (ME) BUSINESS PROFILE

Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates over the last three (3) years, etc. **Businesses must demonstrate a minimum of five (5) years of experience providing data breach and credit monitoring services for large scale breaches to be eligible for award.**

### 6.2 (E) SCOPE OF EXPERIENCE

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

6.2.2 **Describe in detail** the size and scope of data breaches for which you have provided the types of services required by in this RFP.

### 6.3 (E) REFERENCES

Provide three (3) completed Reference Questionnaires. **See Attachment G.**

### 6.4 (M) FINANCIALS

Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian ProfilePlus report, indicating the Offeror's current credit score, with the proposal submission. The Offeror 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 proposal closing date.

Credit Reports must be for the exact organization submitting the proposal. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the proposal. If the Offeror's name on the proposal does not match the name on the credit report, it will not be accepted and the Offeror will be found non-responsive for the financial requirement of this proposal.

The (M) Mandatory elements of this Section are two-fold: the offeror must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a CSC (credit score class) 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 offeror is non-responsive.

In addition:

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

CSC of 1 = Low Risk

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CSC of 2 = Low Medium Risk  
CSC of 3 = Medium Risk  
CSC of 4 = High Medium Risk  
CSC 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

## **7 ORGANIZATION AND STAFFING**

This Section focuses on the individual persons and roles that will be involved in performance of the Master Agreement. The State has identified a number of roles that are necessary based on the requirements of **Exhibit B, Statement of Work**; these titles are not meant to be restrictive, but are used to identify key roles. The State recognizes that different Offerors may use different titles, have different organizational structures, and employ roles that have not been specifically identified by the State. For the roles that have been identified (Sections 7.1 – 7.4), provide the required information about the person/role that will meet the requirements identified by the State; feel free to provide the title your business uses for that role. If multiple identified roles are performed by the same person, be sure to include that information in your response. In response to Section 7.5, identify any other key roles not specifically identified by the State and provide the requested information.

### **7.1 (ME) CONTRACT MANAGER**

The Contractor must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Idaho. **The Contract Manager must have a minimum of five (5) years' experience managing contracts for data breach and credit monitoring services.**

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

7.1.2 **Describe in detail** the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. **Provide a detailed resume for the Contract Manager.**

7.1.3 **Describe in detail** the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

### **7.2 (E) BREACH RESPONSE SPECIALIST**

If a Triggering Event occurs, Participating Entities must be able to contact a breach response specialist who can assist in determining the steps that must be taken to activate services and respond appropriately.

7.2.1 Identify the person or role that will provide this support service to Participating Entities. If known, provide the name, phone number, and email address of the person who will fill the Breach Response Specialist role and **attach a detailed resume.**

7.2.2 **Describe in detail** the roles and responsibilities of the Breach Response Specialist as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

### **7.3 (E) CALL CENTER CUSTOMER SERVICE REPRESENTATIVES**

All customer service representatives must have excellent customer service skills, and be able to communicate clearly in English. **Describe in detail** the minimum qualifications and training for call center customer service representatives servicing the NASPO ValuePoint Master Agreement.

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### **7.4 (E) IDENTITY RESTORATION PERSONNEL**

All identity restoration personnel must be highly trained, have excellent customer service skills, and be able to communicate clearly in English. **Describe in detail** the minimum qualifications and training you will require for identity restoration representatives servicing the NASPO ValuePoint Master Agreement.

### **7.5 (E) OTHER KEY POSITIONS/PERSONNEL**

7.5.1 Provide a list of other Key Positions/Personnel who will be involved in the performance of this Master Agreement. Examples may include incident manager, customer service manager, or any other vital roles. If no additional Key Positions/Personnel will be involved in the performance of the Master Agreement, provide a brief statement explaining how the roles identified in Sections 7.1 – 7.4 will cover all areas of performance.

7.5.2 **Describe in detail** the roles and responsibilities of the positions as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

7.5.3 If known, provide the name, phone number, and email address of the person who will fill each of the Key Positions, and **attach a detailed resume**.

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## 8 SCOPE OF WORK

### 8.1 (M) REQUIREMENTS

Affirm your understanding of, and willingness to comply with, the requirements of **Exhibit B, Statement of Work**.

### 8.2 (E) SUBCONTRACTORS

Offerors are asked to explain whether they intend to provide all services directly or through the use of subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific subcontractors.

8.2.1 Subcontractors are only permitted with written approval from the State, and must meet or exceed all minimum requirements in this RFP.

8.2.2 Describe the extent to which you intend to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

### 8.3 (E) WORKING WITH PARTICIPATING ENTITIES

**Describe in detail** how you will work with Participating Entities before, during, and after a data breach. Include information such as:

- Personnel who will be involved at various stages (refer to the persons/roles identified in Section 7);
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

### 8.4 (E) NOTIFICATIONS TO AFFECTED INDIVIDUALS

**Describe in detail** how you will work with a Participating Entity to notify affected individuals of a Triggering Event. Specifically:

- Describe your experience assisting with notifications in large-scale breaches (include examples);
- Address your ability to meet the varying legal requirements of the Participating Entities; and
- Provide a sample Notification Plan (see **Exhibit B**, Paragraph B3.2)

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### **8.5 (E) ENROLLING ELIGIBLE PERSONS**

**Describe in detail** the process by which Eligible Persons enroll for services. Include information such as:

- Methods of enrolling;
- Average time required to enroll;
- Information required in order to enroll; and
- Other information vital to understanding the enrollment process.

### **8.6 (E) CREDIT AND IDENTITY THEFT MONITORING**

**Describe in detail** the methods used for credit and identity theft monitoring. Specifically:

- Discuss the depth and variety of identity theft monitoring;
- Discuss the frequency of monitoring; and
- Include information about any unique or proprietary methods of monitoring.

### **8.7 (E) ALERTS/NOTIFICATIONS**

**Describe in detail** the process of notifying Active Participants of suspicious activity discovered through credit and/or identity theft monitoring. Specifically, discuss:

- Methods by which alerts/notifications are made (e.g. phone, text, email, etc.);
- How quickly alerts/notifications are made after discovery of suspicious activity;
- The extent of the information contained in the alerts/notifications;
- Whether the notification includes an assessment of the level of threat; and
- Whether the notifications include any suggested steps for the participant to take.

### **8.8 (E) IDENTITY THEFT INSURANCE**

**Describe in detail:**

- How you will meet the requirement in Paragraph B5.7 of **Exhibit B, Statement of Work**;
- The process Active Participants must follow to initiate a claim; and
- Provide a copy of the insurance policy.

### **8.9 (E) IDENTITY THEFT RESTORATION ASSISTANCE**

**Describe in detail** the services provided to assist Active Participants in restoring stolen identities. Include information such as:

- How Active Participants initiate identity theft restoration services;
- Any requirements that must be met before an Active Participant can receive restoration assistance; and
- The nature of services provided.

### **8.10 (E) CUSTOMER SERVICE**

**Describe in detail** how you ensure excellent customer service is provided to all Eligible Persons, Active Participants and representatives of Participating Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA). Please note that the terms and conditions of this RFP and all exhibits take precedence over any conflicting terms and conditions in the SLA.

### **8.11 (E) AVAILABLE LANGUAGE OPTIONS**

All services must be performed by employees who can communicate clearly in English (see

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Sections 7.3 and 7.4). Are you also able to provide services to Eligible Persons and Active Participants in languages other than English? If so, provide a list of available languages that may be selected by Participating Entities and any limitations to the services that can be provided in those languages.

### 8.12 (ME) SECURITY OF INFORMATION

**Describe in detail** the measures you take to protect sensitive customer information. **At a minimum, Offeror must describe how it meets the requirements in Exhibit B, Paragraph B7.3.**

Offeror may also include information such as:

- Other standards that vendor's system meets or exceeds (e.g. NIST 800-53; ISO-27001);
- Processes for managing exposures to system vulnerabilities and preventing malware infections;
- Frequency of vulnerability assessment and penetration testing;
- Incident response practices;
- Access controls such as restricted privileges and access rights, remote access authentication and automatic session timeouts;
- Method by which you will dispose of Active Participants' information following completion of Contract Services (see **Exhibit B**, Paragraph B7.4).

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## 9 COST PROPOSAL AND BILLING PROCEDURE

### 9.1 (ME) COST PROPOSAL

Use the format established in **Exhibit F** to respond to the Cost Proposal of this RFP, and identify it as “Cost Proposal – RFP16000145 Data Breach and Credit Monitoring Services”. Altering the format or conditioning the cost on acceptance of additional/conflicting terms or limitations may result in a finding that your proposal is non-responsive.

The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

### 9.2 ADMINISTRATIVE FEES

Offerors must include the 0.25% NASPO ValuePoint Administrative Fee in the prices provided in **Exhibit F, Cost Proposal**, as detailed in Paragraph 26 of **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions**.

Notwithstanding Paragraph 6 of **Exhibit A, Solicitation Instructions to Vendors** and Paragraph 5 of **Exhibit D, State of Idaho Standard Contract Terms and Conditions**, Offerors should not include the 1.25% State of Idaho Administrative Fee. Each Participating Entity may negotiate an additional Administrative Fee with Contractor(s) in their Participating Addendum.

### 9.3 INVOICING

Contractors shall invoice Participating Entities monthly for services provided the previous month. Payment terms will be according to **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions** unless other payment terms are negotiated in a Participating Addendum.

**EXHIBIT A – SOLICITATION INSTRUCTIONS TO VENDORS**

**RFP16000145 Data Breach and Credit Monitoring Services**

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

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

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

**4. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. AWARD METHOD:** Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(9) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the State, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

**6. ADMINISTRATIVE FEE:** In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions).

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

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

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

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

**11. SPECIFICATIONS:** Specifications describe the Property the State wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The State is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

**12. LAWS:** The laws governing the State's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744 and IDAPA 38.05.01 et seq., both available on the Internet at [http://purchasing.idaho.gov/rules\\_and\\_policies.html](http://purchasing.idaho.gov/rules_and_policies.html). It is the Vendor's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the State will not be responsible for any failure by any Vendor to meet applicable requirements.

**13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES:** Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

**14. ADMINISTRATIVE APPEALS:** The laws applicable to administrative appeals are set forth at Idaho Code Section 67-5733(1)(a) (Specification Appeals), Idaho Code Section 67-5733(1)(b) (Bid Rejection Appeals), Idaho Code Section 67-5733(1)(c) (Bid Award Appeal), and Idaho Code Section 67-5733(1)(d) (Sole Source Appeal).

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## 15. SUBMISSION FORMS:

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

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

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

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

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

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

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

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

## 16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

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

B. Bid Submissions – Electronic – For Bids or Proposals submitted electronically via IPRO, the submitting Vendor is the individual or entity as it is profiled in IPRO. Vendors submitting electronically must complete all steps in the IPRO submission process prior to the scheduled closing date and time.

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

### **17. TABULATION INFORMATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **28. PUBLIC RECORDS:**

A. The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the State's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED**. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED**. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The State, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

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B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The State will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

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

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

**29. LENGTH OF CONTRACT:** Pursuant to Idaho Code Section 67-5717(9), the State may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the State in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

**30. LEASE-PURCHASE OPTIONS:** Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (**NOTE:** This provision is **NOT** applicable to time purchase or installment purchase Contracts).

**EXHIBIT B – STATEMENT OF WORK**

RFP16000145 Data Breach and Credit Monitoring Services

**B1 CONTRACT ADMINISTRATION**

**B1.1 Contract Manager**

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

**B1.2 Participating Entity Point of Contact**

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

**B1.3 Annual Conference**

The Lead State may require an annual conference with the Contractor to review contract issues and/or Contractor performance. Conferences may be held in Boise, Idaho or by conference call, at the option of the Lead State.

**B2 SERVICE ACTIVATION**

B2.1 A Participating Entity may decide, in its sole discretion, to begin using the services described in the Master Agreement at any time during the term of the Master Agreement and Participating Addendum.

B2.2 A Participating Entity may elect to use a limited selection of services rather than all services provided under this RFP. For example, a Participating Entity may activate Call Center and Credit Monitoring/Identity Theft Monitoring Services but not Notification Services.

B2.3 It is anticipated that a Participating Entity would elect to activate services upon a Triggering Event; however:

B2.3.1 Participating Entities shall not be required to activate services under any circumstances; and

B2.3.2 Participating Entities may activate services at any time.

B2.4 Each Participating Entity has sole discretion to determine if and when it will activate services and to define the eligibility requirements for Eligible Persons to register for the services provided under the Master Agreement and Participating Addendum.

B2.5 Activation of services shall commence upon written notification to the Contractor by a Participating Entity.

B2.5.1 The Participating Entity will provide the Contractor with a list of Eligible Persons as detailed in Paragraph B5.1.1.

B2.5.2 The Participating Entity may provide a Frequently Asked Question (FAQ) script to ensure Contractor staff provide consistent responses to inquiries about the Triggering Event. When an FAQ is provided by the Participating Entity, the Contractor shall direct Contractor staff in its use.

**B3 NOTIFICATIONS TO AFFECTED INDIVIDUALS**

B3.1 States have unique rules governing the need to notify affected persons of Triggering Events, including content and timing requirements.

B3.2 Upon award of a Master Agreement and execution of Participating Addenda, the Contractor must work with each Participating Entity to develop a sample Notification Plan and template based on each Participating Entity's requirements in order to facilitate timely notification in the event of a Triggering Event.

B3.2.1 The Notification Plan may include information including but not limited to:

- An overview of the Participating Entity's requirements;
- A general timeline for the Participating Entity notifying the Contractor of the Triggering Event, the Participating Entity providing information to the Contractor, and the Participating Entity determining whether or not the Contractor will send notifications to affected persons;
- A template notification that Contractor may send to affected persons, or customize for a specific Triggering Event, at the option of the Participating Entity;
- A general timeline for the Participating Entity approving the draft notification and the Contractor sending the notifications; and
- The Participating Entity's selected method of sending notifications.

B3.2.2 The Notification Plan and template must be approved by the Participating Entity and in place within sixty (60) days of execution of the Participating Addendum. If a Triggering Event occurs prior to the development and approval of a Notification Plan and template, the Contractor must immediately work with the Participating Entity to make the required timely notifications.

B3.3 Upon notification by a Participating Entity that a Triggering Event has occurred which requires notifications, and at the option of the Participating Entity, the Contractor must prepare, print, and send all notifications via the delivery method specified by the Participating Entity.

B3.3.1 The Participating Entity shall provide written approval of any notice prior to it being sent.

B3.3.2 The Participating Entity shall provide a list of names and address, in Microsoft Excel or another mutually agreeable file format, of persons to whom the notification must be sent.

B3.3.3 The Contractor must mail notifications within the timeframe required by the Participating Entity's laws and regulations.

B3.4 The Contractor shall only use the contact information provided by the Participating Entity to send the required notifications, unless the Participating Entity agrees in writing to allow the Contractor to send additional materials or make additional contact.

**B4 GENERAL CALL CENTER**

B4.1 The Contractor must provide a general call center that may be reached via toll free number twenty-four hours per day, seven days per week (24x7), every day of the year.

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- B4.2 The Contractor must provide a dedicated phone number for each individual Triggering Event.
- B4.3 Staff at the call center must answer general questions regarding services, eligibility, and enrollment in a courteous and professional manner, using the FAQ script, if provided by the Participating Entity.

### **B5 CREDIT MONITORING/IDENTITY THEFT PROTECTION**

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

#### **B5.1 Enrolling Eligible Persons**

- B5.1.1 When a Participating Entity notifies the Contractor that it wishes to activate services, the Participating Entity will provide a list including names and addresses of all Eligible Persons.
- B5.1.2 The Contractor must begin enrolling Eligible Persons who choose to become Active Participants as soon as it receives the list described in Paragraph B5.1.1.
- B5.1.3 At a minimum, the Contractor must provide Eligible Persons the option to enroll via phone, mail, and website.
- B5.1.4 The Contractor shall not require Active Participants to provide any information beyond the information typically required and reasonably necessary to provide the Contract Services.
- B5.1.5 The Contractor shall not automatically subscribe or enroll Active Participants in follow-on services, require Active Participants to enroll in follow-on services, or imply that follow-on services are otherwise required by Active Participants. Follow-on services are any additional services offered by the Contractor that are not included in the Master Agreement or Participating Addendum.
- B5.1.6 Contractor must terminate services to each Active Participant at the end of each Enrollment Term as defined in Paragraph B5.2. There must not be an automatic renewal of the service to the Active Participant. Contractor must notify each Active Participant in writing of the upcoming service termination no later than one (1) month before the expiration of the services provided.

#### **B5.2 Enrollment Term**

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

#### **B5.3 Credit Monitoring**

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

#### **B5.4 Identity Theft Monitoring**

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

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### **B5.5 Alerts/Notifications**

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

### **B5.6 Identity Theft Restoration Assistance**

B5.6.1 The Contractor must provide Identity Theft Restoration Assistance to any Active Participant who becomes a victim of identity theft while enrolled in Credit Monitoring/Identity Theft Monitoring services, even if the identity theft is not discovered until after the Credit Monitoring/Identity Theft Monitoring services have expired.

B5.6.2 At a minimum, the Contractor must:

B5.6.2.1 Provide access to a contact center available 24x7, every day of the year, that can provide identity theft resolution customer care services. Individuals staffing this contact center must be trained and experienced in assisting customers with understanding their credit reports and restoring their credit; automated responses will not satisfy this requirement.

B5.6.2.2 Review occurrences of identity theft and provide an initial course of action within forty-eight (48) hours of the report of the occurrence.

B5.6.2.3 Provide one-on-one counseling to assist Active Participants with resolving any identity theft problems, such as contacting the Active Participant's creditors and others in order to resolve the identity theft problem on the Active Participant's behalf.

B5.6.3 Contractor must continue providing restoration assistance until Contractor and Active Participant agree that the identity theft issues have been resolved or the Contractor has exhausted the \$1,000,000.00 insurance policy (see Paragraph B5.7).

### **B5.7 Identity Theft Insurance**

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

B5.7.1 Not less than one million dollars (\$1,000,000) in coverage for each Active Participant.

B5.7.2 Coverage for at least the following losses which result solely from the theft of the individual's identity:

B5.7.2.1 Costs associated with re-filing applications for loans, grants, etc. that were denied because of the identity theft;

B5.7.2.2 Costs for notarizing affidavits, long-distance calls, and postage required to restore the individual's identity; and

B5.7.2.3 Costs for six (6) credit reports within the twelve (12) months following the theft.

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B5.7.2.4 Lost wages resulting from the need to take time off from work in order to engage in identity restoration activities. Lost wages includes reimbursement of paid time off (e.g. vacation, annual leave, etc.) taken for the purpose of engaging in identity restoration activities.

B5.7.2.5 Legal Fees incurred in the defense of a civil suit against the Active Participant for non-payment which suit resulted from the identity theft, or for removal of a judgment against the Active Participant that resulted from the identity theft.

B5.7.3 In the event Contractor's underlying policy for identity theft insurance is terminated, Contractor must notify all Active Participants and must have another policy of equal value in place immediately upon termination to ensure that no coverage gaps exist.

B5.7.4 Identity Theft Insurance requirements extend to any identity theft that occurs while the Active Participant is enrolled, even if the identity theft is not discovered until after the Credit Monitoring/Identity Theft Monitoring services have expired.

### **B6 CUSTOMER SERVICE**

B6.1 The Contractor must provide the highest quality of customer service to each Eligible Person and Active Participant. All customer service representatives must treat all Eligible Persons and Active Participants with respect and offer assistance in resolving any issues, concerns, or complaints.

B6.2 If the customer service representative cannot adequately address the concerns of an Eligible Person or Active Participant, the concern must be elevated according to the agreed-upon Service Level Agreement.

B6.3 Contractor must, at a minimum, provide the following:

B6.3.1 Resources to assist Eligible Persons and Active Participants in a manner consistent with the agreed-upon SLA; and

B6.3.2 Support centers and customer support personnel located within the United States.

### **B7 SECURITY OF INFORMATION**

B7.1 The Contractor must have security measures in place to ensure that information regarding Eligible Persons and Active Participants will not be compromised through a breach of the Contractor's system.

B7.2 The Contractor must notify the Participating Entity of any suspected or actual breach of the Participating Entity's or Active Participants' data immediately upon discovery.

B7.3 All information regarding Eligible Persons and Active Participants, whether obtained from the Participating Entity, from Eligible Persons, or through performance of the services under the Master Agreement, must be kept confidential and secure in a manner that meets or exceeds the AICPA SOC2 standards, available at:

<http://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/pages/aicpasoc2report.aspx>. The Contractor must be able to provide the Lead State with the results of the SOC2 type 2 or equivalent audit of its development and operational practices, conducted within the last two (2) years and

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including all management comments and plans to correct identified deficiencies. If the Contractor has not yet completed a SOC2 type 2 or equivalent audit, the Contractor must inform the Lead State of the date when the results will be provided, not more than six (6) months following Contract award. The Contractor must continue to complete SOC2 type 2 or equivalent audits at least one (1) time every two (2) years throughout the term of the Master Agreement.

- B7.4 Upon the expiration of the Enrollment Term between Contractor and an Active Participant, the Contractor must dispose of all of the Active Participant's information by a secure method.
- B7.5 Contractor shall not sell, use, or share such information for any purpose except in providing services under the Master Agreement.

### **B8 REPORTING**

#### **B8.1 Monthly Usage Reports**

The Contractor must provide monthly usage reports to Participating Entities that have activated services. Usage reports must contain the following information:

B8.1.1 Number of Active Participants (including type of service);

B8.1.2 Aggregate count of Active Participants;

B8.1.3 Number of credit monitoring alerts issued by type;

B8.1.4 Number of identity theft alerts issued by type;

B8.1.5 Number and types of corrective action(s) taken for identify theft protection and identity theft resolution;

B8.1.6 Number of telephone calls from either Eligible Persons or Active Participants (separately identified) answered by the Contractor's call centers;

B8.1.7 Average "wait time" experienced by callers before speaking to Contractor's representatives; and

B8.1.8 Number of Identity Theft Insurance claims filed by Active Participants.

#### **B8.2 Ad Hoc Reporting**

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

- B8.3 All reports must be submitted in a format acceptable to the Participating Entity.

**EXHIBIT C – NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS**

RFP16000145 Data Breach and Credit Monitoring Services



**1. Master Agreement Order of Precedence**

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

- (1) A Participating Entity’s Participating Addendum (“PA”);
- (2) NASPO ValuePoint Master Agreement;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The RFP, including all Exhibits and Amendments; and
- (5) Contractor’s response to the Solicitation.

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

**2. Definitions**

**Acceptance** means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

**Acceptance Testing** means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

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

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

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

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

**Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products (as defined below to include services).

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

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

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

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

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

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for three (3) additional renewal periods of one (1) year each at the Lead State's discretion and by mutual written agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State. The Lead State may issue unilateral amendment to the Master Agreement to make administrative changes, when necessary.

### **5. Assignment/Subcontracts**

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

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

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

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

### **7. Cancellation**

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

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

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or

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

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

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

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

### **9. Right to Publish**

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

### **10. Defaults and Remedies**

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

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

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

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

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

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

### **11. [RESERVED]**

### **12. Changes in Contractor Representation**

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

### **13. Force Majeure**

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

### **14. Indemnification**

a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Indemnification of the Lead State is governed by Section 24, State of Idaho Standard Contract Terms and Conditions. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

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

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

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

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

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

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

### **15. Independent Contractor**

It is distinctly and particularly understood and agreed between the parties to the Contract that the Participating Entities do not perform any service under the Master Agreement on behalf of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Master Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Master Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the Lead State and any Participating Entity harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance of any Order under the Master Agreement. The Contractor will maintain any

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applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at a Participating Entity's option, result in termination of the Master Agreement or in a price adjustment to cover the cost of providing any necessary worker's compensation insurance. Participating Entities do not assume liability as an employer.

### **16. Individual Customers**

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

### **17. Insurance**

a. These insurance requirement supplement the RFP Exhibit B, section B5.7 requirements for Identity Theft Insurance. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, also maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Except for Professional Liability and Cyber Liability insurance, coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$2 million per occurrence/\$4 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements;

(3) Professional Liability (Errors and Omissions) covering negligent acts, errors or omissions with a limit of not less than \$5 million per claim. Coverage must include twenty-four (24) months of "claims-made" or "tail coverage" following termination of the Master Agreement.

(4) Cyber Liability covering third-party liability including at least the following expenses: cost of notifying affected parties, cost of providing credit monitoring to affected parties, cost of public relations consultants, regulatory compliance costs, costs to pursue indemnity rights, costs to

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analyze the insured’s legal response obligations, costs of defending lawsuits, judgments and settlements, regulatory response costs, costs of responding to regulatory investigations, and costs of settling regulatory claims. Cyber Liability coverage must have a limit of not less than \$5 million per claim. Coverage must include twenty-four (24) months of “claims-made” or “tail coverage” following termination of the Master Agreement.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor’s general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity’s rights and Contractor’s obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order’s effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement’s termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor’s liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

### **18. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

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

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

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

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

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

### **21. Ordering**

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

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

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

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

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

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

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

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

### **22. Participants**

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

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amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

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

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

### **23. Payment**

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

### **24. Public Information**

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

### **25. Records Administration and Audit**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as

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

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

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

### **26. Administrative Fees**

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

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

### **27. NASPO ValuePoint Summary and Detailed Usage Reports**

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

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement

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shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity billing information; (4) incident number; (5) order date; (6) invoice date and number; (7) service category; (8) unit price, quantity, total price; and (9) NASPO ValuePoint Administrative Fee. The report shall be submitted in a form to be agreed upon in the Master Agreement; the Lead State reserves the right to add or update the required data. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

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

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

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

### 28. Inspection and Acceptance of Services

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

**29. – 31. [Reserved]**

**32. Waiver of Breach**

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

**33. Assignment of Antitrust Rights**

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

**34. Debarment**

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

**35. Governing Law and Venue**

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

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

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

### **36. NASPO ValuePoint eMarket Center**

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractor's website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

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

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

**(June 2015)**

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## EXHIBIT D – STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

### RFP16000145 Data Breach and Credit Monitoring Services

**1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5. ADMINISTRATIVE FEE:**

A. Application of Administrative Fee:

1. All Purchase Orders (PO) and Contract Purchase Orders (CPO) issued through the Idaho eProcurement System (IPRO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%) of the awarded value of the Contract, unless the PO or CPO is exempt, as described in Paragraph B, below.

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

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

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

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

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

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

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

**B. Administrative Fee Exemptions:**

- 1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of \$100,000 or less.
- 2. The Administrative Fee will not apply to Contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), Exempt Purchases (EXPO), or awards issued under Delegated Purchase Authority (DPA).
- 3. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

**C. Payment of Administrative Fee:**

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

- 1. POs and CPOs with a firm delivery date: The Division of Purchasing will invoice Contractor for the Administrative Fee on or after the delivery date provided in the Contract, with payment due thirty (30) calendar days after receipt of invoice.
- 2. POs and CPOs with a contract start and end date: The Division of Purchasing will invoice Contractor on either a quarterly, monthly or "per payment" basis; or may offer Contractor a prepayment option. Payment will be due thirty (30) calendar days after receipt of each invoice.
- 3. BPOs and SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 2.c., above.

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

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

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

**6. CHANGES/MODIFICATIONS:** Changes of specifications or modification of the Contract in any particular can be affected only upon written consent of the State, and after any proposed change or modification has been submitted in writing, signed by the party proposing the change. Additionally, the State may issue unilateral amendments to the Contract to make administrative changes, when necessary.

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

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

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

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

**11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes

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incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

**12. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

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

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

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

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

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

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

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

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

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

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

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

**21. ASSIGNMENTS:** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

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

**22. PAYMENT PROCESSING:** Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-5735 unless otherwise specified in the Contract.

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

### **24. PATENTS AND COPYRIGHT INDEMNITY:**

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

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

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

**25. CONFIDENTIAL INFORMATION:** Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information

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only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

- A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- B. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

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

**27. TERMINATION FOR FISCAL NECESSITY:** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

### **28. PUBLIC RECORDS:**

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

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

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

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

State of Idaho  
Division of Purchasing  
650 W State Street – Room B15  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465 (phone)  
208-327-7320 (fax)

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

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

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

**31. ATTORNEY FEES:** In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

**32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS:** Contractor warrants that the Contract is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

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

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

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

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in

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the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

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

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

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

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## **EXHIBIT E – OFFEROR QUESTIONS**

RFP16000145 Data Breach and Credit Monitoring Services

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 RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment A”) in the “RFP Section” (column 2), and the attachment page number in the “RFP 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 RFP. The e-mail subject line is to state the RFP number followed by “Questions.”

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RFP16000145 Data Breach and Credit Monitoring Services

Question	RFP Section	RFP Page	Question	Response
1				
2				
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**EXHIBIT F – COST PROPOSAL**

RFP16000145 Data Breach and Credit Monitoring Services

**(ME) Exhibit F “Cost Proposal” must be completed and returned with your response.**

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

<b>Size of Breach Event (Number of Eligible Persons)</b>	<b>Cost per notification* (Exhibit B, Sect. B3) (Unit Price)</b>	<b>General Call Center (Exhibit B, Sect. B4) cost per call (Unit Price)</b>
0 – 10,000	\$	\$
10,001 – 100,000	\$	\$
100,001 – 500,000	\$	\$
500,001 – 1,000,000	\$	\$
1,000,001 – 5,000,000	\$	\$
5,000,001+	\$	\$
<b>AVERAGE unit price (for evaluation purposes only)</b>	\$	\$

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

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Number of Active Participants	One Year Single-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)	One Year Triple-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)
0 – 1,500	\$	\$
1,501 – 15,000	\$	\$
15,001 – 75,000	\$	\$
75,001 – 150,000	\$	\$
150,001 – 750,000	\$	\$
750,000+	\$	\$
<b>AVERAGE unit price</b> (for evaluation purposes only)	\$	\$

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

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

\_\_\_\_\_  
Name of Individual submitting bid: \_\_\_\_\_

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

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

**EXHIBIT G – REFERENCES**

RFP16000145 Data Breach and Credit Monitoring Services

INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on a minimum of three (3) completed reference questionnaires. All questionnaires will be averaged. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror’s experience that is similar in nature and scope to the products or services being requested by this RFP, and are within the last five (5) years from the date this RFP was posted to IPRO. The Lead State may not be utilized as a reference. Only one reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted. If fewer than three (3) references are received, a score of zero “0” will be given to each missing questionnaire, up to the three (3) requested.

References not received prior to the RFP Closing Date and time will not be accepted or scored. References outside the requisite number of years (see paragraph above), and references determined by the State to be not of a similar nature and scope to the products or services requested in this RFP will also not be accepted or scored. **Determination of “similar nature and scope” 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, or otherwise obtained by the State.**

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

1. Offerors 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 “OFFEROR NAME” line.
  - c. Be certain that the RFP 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.

**NOTE: It is the Offeror’s responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.**

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**REFERENCE QUESTIONNAIRE  
REFERENCE'S RESPONSE TO:  
RFP16000145  
Data Breach and Credit Monitoring Services**

**REFERENCE NAME (Company/Organization):** \_\_\_\_\_

**OFFEROR (Vendor) NAME (Company/Organization):** \_\_\_\_\_ has submitted a proposal to the State of Idaho, to provide the credit monitoring services. 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:  
  
RFP Lead: Valerie Bollinger  
  
E-mail: Valerie.Bollinger@adm.idaho.gov  
  
Fax: 208-332-1631
5. This completed document **MUST** be received no later than **December 3, 2015 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 Offeror (Vendor).
7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

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**Section I. RATING**

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

**Rating Scale**

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

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

1. Rate the overall quality of the vendor’s services:

**10    9    8    7    6    5    4    3    2    1    0**

2. Rate the response time of this vendor:

**10    9    8    7    6    5    4    3    2    1    0**

3. 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**

4. 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**

5. 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**

6. Rate the accuracy and timeliness of the vendor’s billing and/or invoices:

**10    9    8    7    6    5    4    3    2    1    0**

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7. Rate the vendor’s ability to quickly and thoroughly resolve a problem related to the services provided:

**10 9 8 7 6 5 4 3 2 1 0**

8. Rate the vendor’s flexibility in meeting business requirements:

**10 9 8 7 6 5 4 3 2 1 0**

9. 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**

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1. Please include a brief description of the services provided by this vendor:

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2. During what time period did the vendor provide these services for your business?

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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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

**EXHIBIT H – PUBLIC AGENCY CLAUSE**

RFP16000145 Data Breach and Credit Monitoring Services

**(M) Exhibit H “Public Agency Clause” must be completed and returned with your response.**

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments 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 proposer and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES \_\_\_\_\_

NO \_\_\_\_\_

Name of Proposer: \_\_\_\_\_