

Solicitation PR12063
WSCA POSTING Public Cloud Hosting Services

State of Utah



State of Utah

Bid PR12063

WSCA POSTING Public Cloud Hosting Services

Bid Number PR12063
 Bid Title WSCA POSTING Public Cloud Hosting Services

Bid Start Date In Held
 Bid End Date Jan 20, 2012 4:00:00 PM MST
 Question & Answer End Date Dec 12, 2011 11:00:00 AM MST

Bid Contact Pam Rugg
 Purchasing Agent
 State of Utah
 801-538-3232
 prugg@utah.gov

Contract Duration 3 years
 Contract Renewal See Specifications
 Prices Good for See Specifications

Bid Comments All questions must be posted in BidSync. Answers will be posted in BidSync.

Item Response Form

Item PR12063--01-01 - PR12063 WSCA POSTING - Public Cloud Hosting Services
 Quantity 1 each
 Unit Price
 Delivery Location State of Utah
No Location Specified
 Qty 1

Description

All questions must be posted in BidSync. Answers will be posted in BidSync.



State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) <input type="text"/>		Federal Tax Identification Number <input type="text"/>		State of Utah Sales Tax ID Number <input type="text"/>	
Ordering Address <input type="text"/>		City <input type="text"/>		State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address (if different from ordering address) <input type="text"/>		City <input type="text"/>		State <input type="text"/>	Zip Code <input type="text"/>
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government			Company Contact Person <input type="text"/>		
Telephone Number (include area code) <input type="text"/>		Fax Number (include area code) <input type="text"/>			
Company's Internet Web Address <input type="text"/>		Email Address <input type="text"/>			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <input type="text"/>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input type="text"/>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc. <input type="text"/>					
Offeror's Authorized Representative's Signature <input type="text"/>			Date <input type="text"/>		
Type or Print Name <input type="text"/>			Position or Title <input type="text"/>		

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering

products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. 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. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

WSCA Public Cloud Hosting Services PR12063

The Utah Division of Purchasing and General Services

On behalf of the

STATE OF UTAH

and the



Request for Proposals

PR12063

WSCA Master Agreement for Public Cloud Hosting Services

December 1, 2011

WSCA Public Cloud Hosting Services PR12063

Confidential Review Copy – Unauthorized Disclosure Prohibited

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REQUEST FOR PROPOSAL Public Cloud Services Solicitation # PR12063

Section 1: WSCA Solicitation General Information

1.1 Purpose of Request for Proposal (RFP)

The State of Utah, Division of Purchasing and General Services is requesting proposals for GIS and General Cloud Hosting Services including all customer service, installation, and design services on behalf of the State of Utah and the Western States Contracting Alliance (WSCA). The purpose of this Request for Proposal (RFP) is to establish Master Agreement(s) for Cloud Hosting Services with qualified Cloud Services Providers.

The products and services resulting from the award of these Master Agreements will be available to all qualified entities including Federal Government agencies, States, Cities, Counties, and political subdivisions on an as needed basis under the same terms and conditions including pricing that is agreed to in the Master Agreement(s) or participating addendums.

It is anticipated that this RFP may result in award to multiple Cloud Services Providers. The Hosting Providers will provide cloud hosting services either directly or through authorized contractors to WSCA participants.

Each participating entity shall select the authorized contractor(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized contractor(s) to submit additional information regarding their firm as part of the selection process during the execution of a participating addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, and the experience of both their sales and installation personnel.

Each participating entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the participating addendum process.

Each participating entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and as the sole legal obligation of the Cloud Hosting Provider or their Authorized Contractor to the Participating Entity and negotiated during the Participating Addendum process.

The resulting master agreement will be awarded with the understanding and agreement that it is for the sole convenience of the participating entities. The participating entities reserve the right to obtain like goods or services from other sources when necessary.

This RFP is designed to provide interested Respondents with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposals must be succinct, concise, and as short as possible to allow for efficient evaluation. Blanket marketing material and unnecessary elaborate brochures or representations beyond what is sufficient to present a complete and effective proposal are not acceptable.

Respondents must respond to numbers one and two of the four Hosting Services categories. The following service categories are included in this RFP.

- 1. GIS Cloud Hosting Services:** Includes cloud-hosting services specific to GIS services in the participating states.

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2. General Cloud Hosting Services: Includes general cloud hosting services not specific to GIS requirements.

3. Cloud Provisioning Services: Includes access to cloud provisioning stacks that may be available to States for use with their internal cloud services and respondent cloud services.

4. Consulting and Design Services: Includes consulting and design services available to the States from the respondent for implementation of cloud services

1.1.1 Business and Technology Purpose

The Western States Contracting Alliance (WSCA), for the NASPO Cooperative, is seeking to assess the technical and financial feasibility of using public cloud hosting services to support GIS applications and data presently supported by the individual states. This Request for Proposal (RFP) effort is being lead by the state of Utah, with active participation from the states of Colorado, Oregon and Montana (referred to as the States).

This assessment may result in placement of some, or all, GIS services for the participating states in the cloud. This RFP will lead to a contract between the procurement effort lead state for the Western States Contracting Alliance (WSCA) <http://www.aboutwsca.org/content.cfm/id/WSCA> , and potentially for all 51 members of the NASPO Cooperative. Such contract(s) would allow any state to avail themselves of the services in the established contract(s).

The States have three primary objectives for considering GIS cloud services:

Cost efficiencies: States are under unprecedented pressure to operate as efficiently as possible. Internal state IT infrastructure is often designed around transaction processing. The high availability and recoverability requirements of these applications are not applicable to the full breadth of GIS processing and services and may unnecessarily increase GIS processing and data storage costs. The use of properly tailored cloud services may avoid unnecessary processes and gain economies of scale, resulting in cost efficiency improvements.

Flexibility and scalability: GIS may well be the most dynamic, rapidly changing area of IT. New applications, new types of data, unanticipated growth and new projects appear frequently, and with little advance notice. State infrastructure acquisitions are severely constrained by budgeting processes, making capital expense acquisition especially challenging. By shifting capital expenses (CAPEX) to operating expenses (OPEX), cloud computing may increase the effectiveness of the States' responses to the rapid-fire changes of GIS.

Reduction in staff support time: Budget pressures are forcing states to operate with minimal staff. Assuring the most effective and efficient use of staff is imperative for all IT organizations. GIS is a support-intensive discipline. By minimizing redundant support within states and offering efficiencies of scale, cloud computing may allow states to refocus some support resources to other critical areas of need within the States.

1.1.2 State GIS Architecture Examples

1.1.2.1 Montana Environment

The current State Information Technology Services Division (SITSD) GIS environment is depicted below in Figure 1, and is followed by a description of the general business process employed to utilize the architecture by SITSD customers. All servers are virtual machines hosted on VMware vSphere 4.1 Enterprise Plus environments on Nehalem architecture. Production virtual machines are typically Intel® Xeon® CPU X55570 @ 2.93 GHz processors with 4 GB of RAM. The system platform is Windows Server 2008.

All GIS applications and web services are accessed via http/https through secure reverse proxy servers located in the State DMZ. Portions of the architecture are secured and have limited access depending on

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user credentials, and are outlined in red boxes. Portions that are open to less secure credentials are outlined in orange or blue boxes, as appropriate. GIS web applications are hosted on AppProdA and AppProdB and accessed through the reverse proxy for both internal and external users. GIS web services (all ESRI types of web services: map services, image services, geoprocessing services, etc.) are hosted on WSProdA and WSProdB. Image Services hosted on servers in the Web Services Farm access Image Server hosted on ISProdA and ISProdB, which in turn accesses the image data store (file space or database space on the iSCSI SAN) to retrieve and serve up the imagery to the end user.

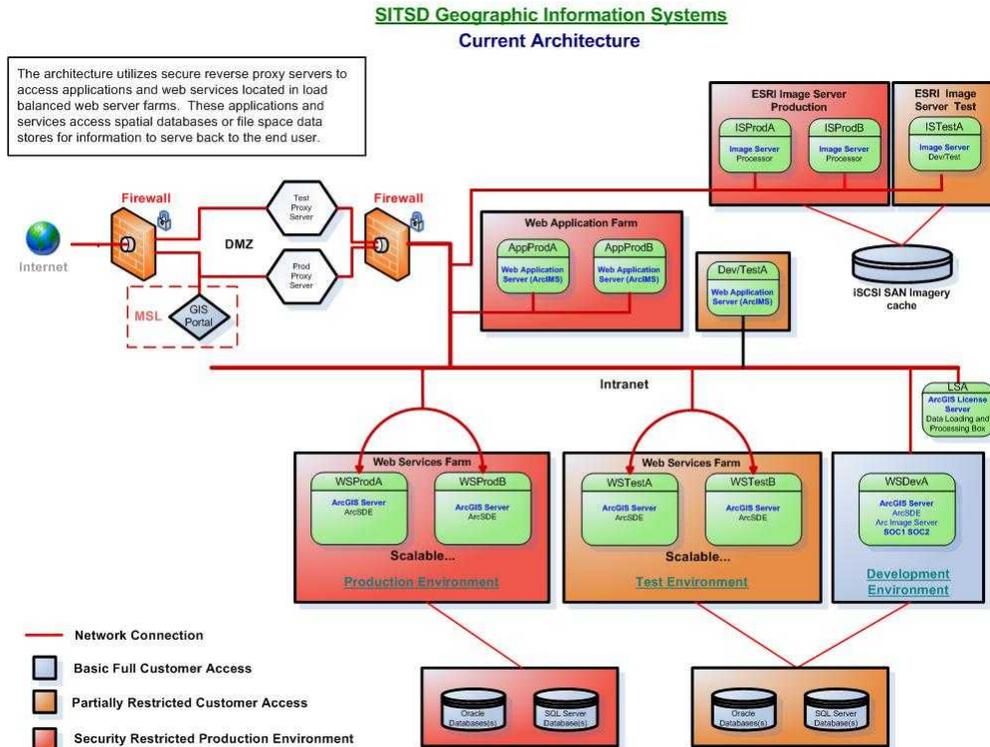


Figure 1. The SITSD GIS Architecture design

The general deployment model for new applications/services follows standard deployment procedures for a three-tiered architecture (development, test, production). Customers have full access to the Development environment (WSDevA) to develop their service. Once developed, the application/service moves to Testing (WSTestA and WSTestB, ISTestA, and/or AppDev/Test servers as appropriate). As much as is feasibly possible, the Test environment mimics the production environment. Once tested and ready for production deployment, the application/service moves to the production environment (WSProdA and WSProdB, ISProdA and ISProdB, and/or AppProdA and AppProdB as appropriate). Servers in each web farm are configured in identical fashion and load balanced by the reverse proxy servers. An outage of a server in the web farm will cause all traffic to be directed to the remaining server in that web farm.

The current SITSD GIS environment supports approximately 14 million http requests with almost 500 GB of data coming into and out of the network each month through the production proxy server. The majority of this data is incoming http requests, with about 10-15 GB of data being outgoing responses. The predominant use of the environment comes in the form of requests for web mapping services located at <http://gisservice.mt.gov/arcgis/rest/services> and for cadastral information located at <http://gis.mt.gov> . Analysis of customer targets indicates that demand upon the architecture will grow steadily over the next several years.

1.1.2.2 Utah Environment

The Utah Automated Geographic Reference Center (AGRC) takes advantage of the State of Utah Cloud

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environment. AGRC typically has 8 to 12 VMs in service. A typical configuration would be 4 processors and 4 plus GB of RAM. AGRC runs a development/staging environment for application development. The Imagery system relies on a single VM connected to a SAN and consumes 5 plus megabytes of storage. Where another system represents an application server overlaying a database connected to 30 plus GB of SAN storage. These systems tend to be somewhat dynamic over time it very much depends on software trends and server load. AGRC enjoys the flexibility the private cloud environment provides.

AGRC was established in 1981 to administer the state's central repository of geographic data and services. The agency works in close partnership with state agencies, local governments, and federal agencies. AGRC provides a variety of mapping support and services including data management, GIS analysis, and application development. Primary AGRC services include imagery, base map services, and map application hosting.

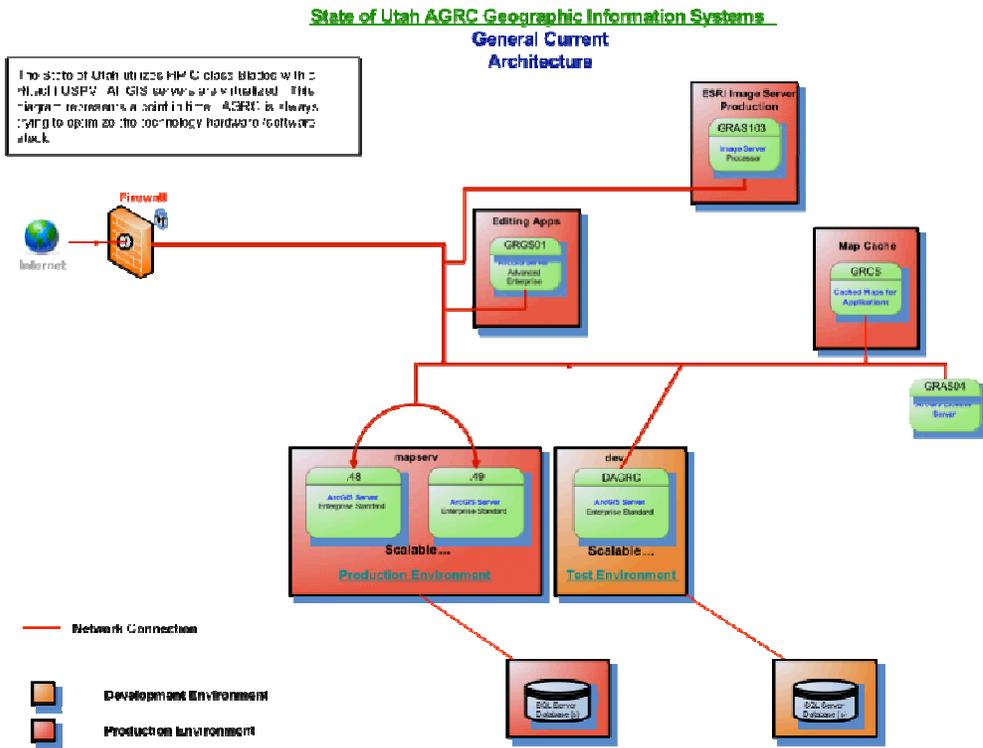


Figure 2. Utah GIS Architecture Design

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1.1.2.3 Oregon Environment

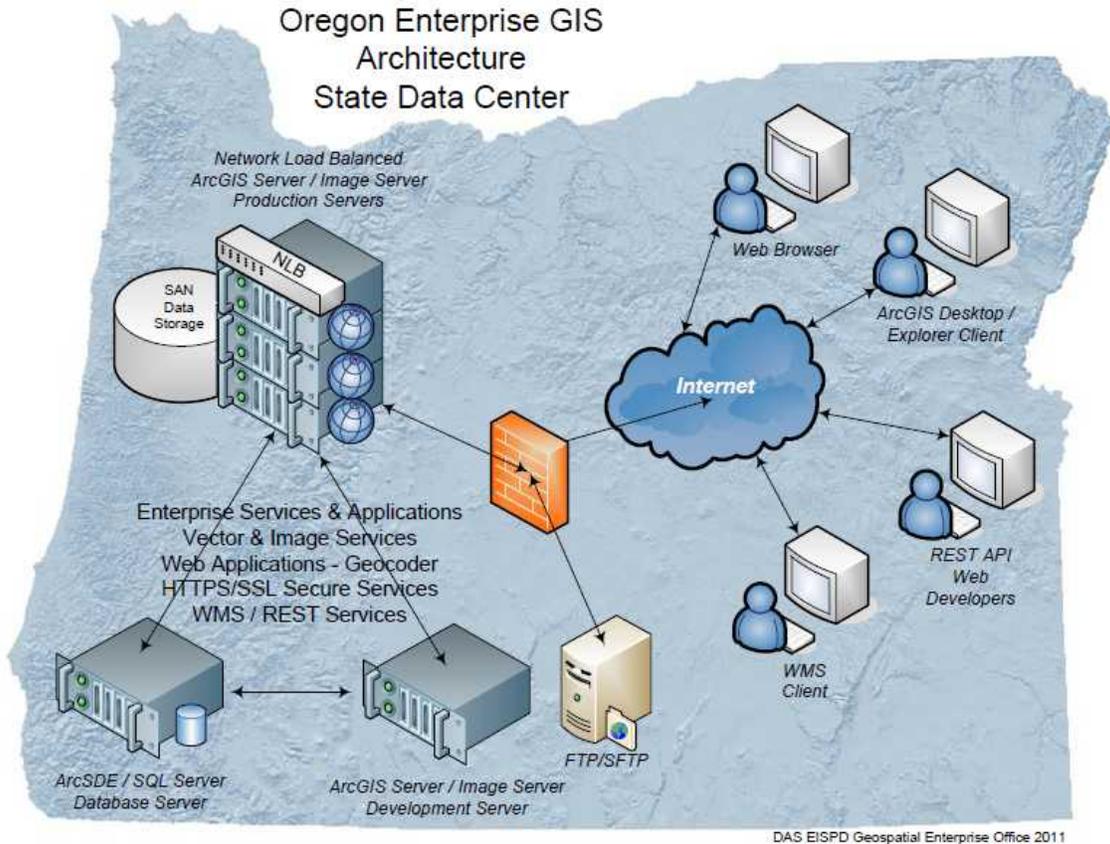


Figure 3. Oregon GIS Architecture Design

The Oregon Geospatial Enterprise Office (GEO) manages an Oregon Geospatial Data Clearinghouse and spatial data library. GEO currently manages 4 TB of Geospatial data on behalf of the enterprise GIS community in Oregon. That figure is expected to grow to nearly 15 TB of stored Geospatial data in the next few years.

1.1.2.4 Colorado Environment

To overcome the stove-piped IT environment in Colorado, the State began IT consolidation across state government in 2008. GIS coordination was included in the consolidation legislation, although the actual role of GIS activities in the IT consolidation was not as explicit as the rest of information technologies. Colorado is also promoting a cloud-based, shared services initiative to support business and office applications through the State Internet Portal Authority

Several state agencies have mature, independent GIS implementations, but resource constraints and IT silos have historically restricted the development of an enterprise-wide GIS within Colorado. To realize efficiencies and support “have not” state agencies in utilizing GIS, the Office of Information Technology is initiating enterprise GIS services. This environment is planned to have two components, one supporting public facing services and one supporting state government facing services. The state-facing environment will allow access to an enterprise SDE database for operational use by state agencies lacking their own infrastructure and will provide a data repository for use by state agencies. It will also expose map services

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for authoritative data sets like statewide parcels to state agencies. The public facing environment will support a data clearinghouse for discovery and potential download of data. This conceptual architecture is depicted below and is being referred to as a hybrid between a fully centralized model and the current highly disaggregated model.

The specific configuration of firewalls and servers as well as the precise workflow for the supported services are still under development, so a more detailed architecture diagram like those shown for the other three states is premature at this point. However, each component (state and public) will reside on a three-tier, virtualized ArcGIS Server architecture on a cluster of physical servers dedicated to GIS with SQL Server providing the database engine. Currently a test environment is deployed to establish the feasibility of providing these services from the State's data center.

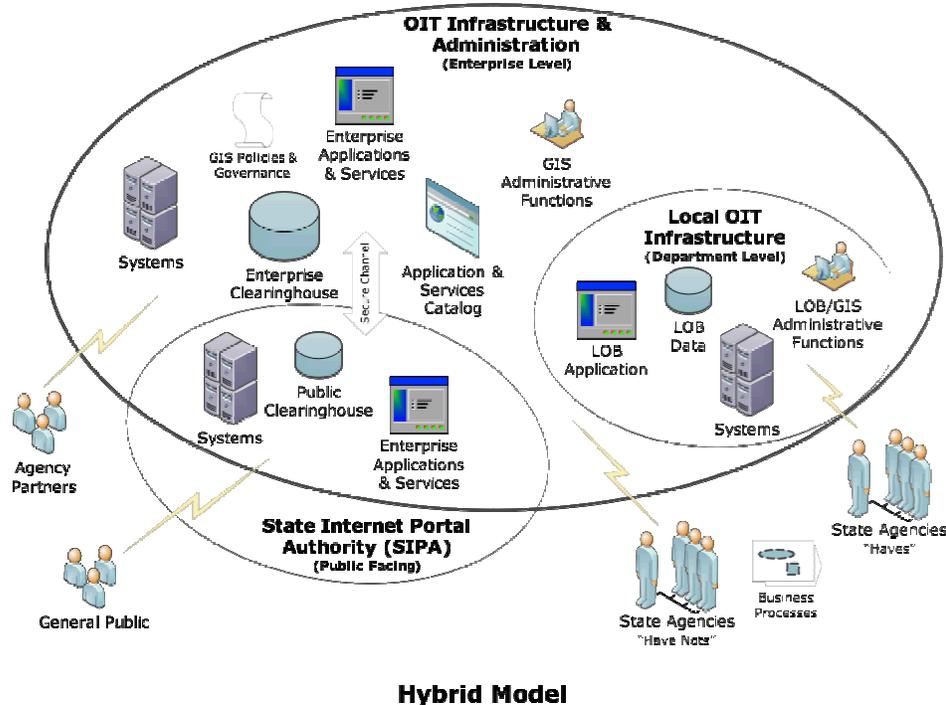


Figure 4. Colorado GIS Architecture Design

1.2 Objective

The objective of this RFP is to obtain deeper price discounts than are obtainable by an individual State or local government entity, and potentially Federal agencies with GIS data. This discount is based on the overall collective volume of potential annual purchases by the numerous State and local government entities. The savings realized by the Cloud Hosting Provider in managing one comprehensive WSCA Master Agreement rather than numerous State and local contracts should result in the most attractive discounts available in the marketplace.

1.3 Background

The WSCA Master Agreement(s) that will result from this RFP process will be new. Very few entities that are qualified to participate currently have contracts for Cloud Hosting Services that will be replaced by the Master Agreement(s). While some qualified entities may elect to immediately transition to the new WSCA Master Agreements, other qualified entities may choose to move to those agreements following the expiration of their current contracts. In some instances, it is also possible that qualified entities would elect to continue utilizing their current contracts while still executing a participating addendum with the Hosting Providers that are awarded contracts as a result of this RFP. Each qualified entity has the option to choose which Hosting Provider(s) and may limit product categories or services offered during the execution of the participating addendum.

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It is important to note that each participating State has its own policy regarding contract usage; however, in many cases contract usage is mandatory for State agencies and voluntary for Cities, Counties, and political subdivisions. In addition, it is common for usage by Cities, Counties, and political subdivisions to exceed the usage volume to state entities.

1.4 Issuing Office and Solicitation Number

The State of Utah, Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #PR12063. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.5 WSCA Master Agreement Administrator

The WSCA Master Agreement Administrator designated by WSCA and the State of Utah, Division of Purchasing and General Services is:

Pam Rugg
 State of Utah Division of Purchasing and General Services
 State Office Building, Capitol Hill
 Room 3150
 Salt Lake City, UT 84114-1061
 Email: prugg@utah.gov
 Phone: (801) 538-3232
 Fax: (801) 538-3882

1.6 Proposal Submittal

Offers must be received, according to instructions, by the posted due date and time. Offers received after the deadline will be non-responsive.

The preferred method of submitting your original 'master' proposal packet is electronically in Microsoft Word and Excel through BidSync, or you may mail or drop off your hard copies to the address noted in Section 1.5 of this RFP on or before the due date and time. The original 'master' proposal packet shall include a separate document or sealed envelope labeled PR12063 Cost Schedule' that contains the pricing document. Please note that the State of Utah Division of Purchasing office is closed on Saturday and Sunday and therefore does not accept deliveries on those days.

In addition to the original 'master' proposal packet submission, Respondents are required to send one (1) hard copy and one (1) electronic version (Microsoft Word and Excel) of the complete proposal, **excluding pricing information**, to each of the evaluation team members listed below. Each proposal packet shall be marked with the solicitation number and be in accordance with the submittal requirements. The original 'master' sent to the WSCA Master Agreement Administrator identified in Section 1.5 of this RFP will prevail in resolving any discrepancies.

Table 1. State Participants

Colorado (Core)	Montana (Core)
Pete VanRonk	Rick Dorvall
Office of Information Technology	State Procurement Bureau, Dept. of Administration
601 E. 18th Ave	Room 165 Mitchell Building
Denver Colorado 80202	125 North Roberts Street
	PO Box 200135
	Helena, MT 59620-0135
Oregon (Core)	Utah (Lead)
Lori Nordlien, Procurement Analyst	Pam Rugg
State of Oregon, Dept. of Administrative Services	State of Utah Purchasing and General Services
State Services Division, State Procurement Office	3150 State Office Building
1225 Ferry Street NE	Capitol Hill
Salem, OR 97301	PO Box 141061

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	Salt Lake City, UT 84114
Delaware – Participant	Hawaii – Participant
William W. Pickrum	Joan Delos Santos
Deputy Director, Government Support Services	Jdelos_Santos@dbedt.hawaii.gov
Office of Management and Budget	
Iowa – Participant	Louisiana – Participant
Karl Wendt	Neal Underwood
Karl.wendt@iowa.gov	Neal.underwood@la.gov
Minnesota – Participant	North Dakota – Participant
Ed Valencia	Bob Nutsch
ed.valencia@state.mn.us	bnutsch@nd.gov
Oklahoma – Participant	
Gary Rowland, CPO	
Gary.rowland@osf.ok.gov	

When submitting an offer electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

Electronic offers may require the uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

BidSync customer support may be contacted at (800) 990-9339 for guidance on the BidSync site.

Respondents are responsible for ensuring that their BidSync registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the vendor registration in BidSync. Incorrect or missing vendor registration information may result in failure to receive notification from BidSync regarding this procurement.

1.7 Governing Laws and Regulations

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code. These are available at the Internet website www.purchasing.utah.gov for the State of Utah's Division of Purchasing & General Services.

The laws of the State of Utah will govern all Master Agreements that result from this procurement unless the Cloud Hosting Provider and participating entity agree in a Participating Addendum that the laws of another jurisdiction will govern purchases made by purchasing entities within the jurisdiction of the participating entity.

1.8 Length of Contract

The Master Agreement(s) resulting from this RFP will be for a period of three (3) years (initial term). The Master Agreement(s) may be extended beyond the original Master Agreement period (initial term) for a two (2) year period, by mutual agreement.

1.9 Pricing Structure

Pricing Structure: Pricing for the WSCA Master Agreements shall be based on the following:

Cloud Hosting and Provisioning Services: A percentage discount(s) off of the Hosting Provider's Price Schedule shall be offered on the PR12063 Cost Schedule for each or any category of goods identified in Section 1.1 of this RFP and reflected in the Cost Schedule. The percentage discounts offered for each type of service in Section 1.1 of this RFP shall remain firm for the duration of the WSCA Master Agreements including all optional renewals.

Each of the four service categories must have a single price list for all Participating Entities that aggregates

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the quantities sold for all Participating Entities during the previous quarter. A service offered in both the GIS Cloud Hosting Service and General Cloud Hosting Service categories will have a common price list that aggregates the quantities sold to all Participating Entities in both service categories over the previous quarter.

Consulting and Design Services: Final Pricing will be negotiated during the Participating Addendum process.

1.10 Price Guarantee Period

Price Guarantee Period: The Hosting Provider's Price Schedule shall remain in effect for at least one (1) year from the date the WSCA Master Price Agreement goes into effect.

1.11 Price Escalation

Products: The Hosting Provider may update the pricing on their MSRP price list one time every 18 months after the first year of the original contract term. The WSCA Master Agreement Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period as defined in section 1.10 of this RFP. The price adjustment shall not produce a higher profit margin than the original contract, and shall be accompanied by sufficient documentation and nationwide notice of price adjustment to the published Hosting Provider Price Schedule list.

The WSCA Master Agreement Administrator shall determine whether the requested Price Schedule price increase or an alternate option is in the best interest of the participating entities. The Price Schedule price increase request must be made at least 90 days prior to the effective date, and shall not go into effect until a Master Agreement amendment has been fully executed. Any approved Price Schedule price adjustments will carry a price guarantee period of 18 months and be effective on the date of the Master Agreement amendment. No retroactive price adjustments will be allowed for Cloud Hosting Schedule Price Schedule adjustments.

1.12 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Hosting Provider's Price Schedule, including renewal options, the WSCA Master Agreement Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA Master Agreement Administrator.

1.13 Usage Reporting Requirement

All Cloud Hosting Provider's will be required to provide quarterly usage reports to the WSCA Master Agreement Administrator. The initiation and submission of the quarterly reports are the responsibility of the Cloud Hosting Provider. There will be no prompting or notification provided by the WSCA Master Agreement Administrator.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1:	July 1 through September 30, due annually by October 30.
Quarter #2:	October 1 through December 31, due annually by January 30.
Quarter #3:	January 1 through March 31, due annually by April 30.
Quarter #4:	April 1 through June 30, due annually by July 30.

Respondents must identify the person responsible for providing the mandatory usage reports. This contact information must be kept current during the Master Agreement period. The WSCA Price Agreement Administrator must be notified if the contact information changes. The contact information for the person responsible for the mandatory quarterly usage reporting must be submitted in Section 3 Supplement of PR12063 Acceptance Document. More information provided in 3.10 Contract Administrator and Usage Report Administrator.

The purpose of the Master Agreement usage-reporting requirement is to aid in Master Agreement management. The specific report content, scope, and format requirements will be provided to the awarded Cloud Hosting Service Provider's during Master Agreement execution. Some WSCA States may require

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additional reporting requirements. Those requirements will be addressed through the individual participating entity's Participating Addendum process. Failure to comply with this requirement may result in Master Agreement cancellation.

1.14 Standard Contract Terms and Conditions

Any Master Agreement resulting from this RFP will include, but will not be limited to, the WSCA Standard Master Agreement Terms and Conditions, the State of Utah Additional Terms and Conditions (Appendix A) and any additional terms and conditions specific to WSCA participating addendums for participating entities.

1.15 Questions

All questions must be submitted through BidSync. Answers will be given via the BidSync site. Questions received after the Question/Answer period will not be answered.

1.16 Discussions with Respondents (Oral Presentation)

An oral presentation by a Respondent to clarify a proposal may be required at the sole discretion of the WSCA Master Agreement Administrator. However, the WSCA Master Agreement Administrator may award a Master Agreement based on the initial proposals received without discussion with the Respondent. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Respondents expense.

1.17 Protected Information

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);
- (2) commercial information or non-individual financial information obtained from a person if:
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;
- *****
- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Respondent must:

1. provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the State, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be

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protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the Respondent to clearly identify in the Executive Summary and in the body of the proposal any specific information for which a Respondent claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the sourcing team. Materials submitted may be returned only at the State's option.

1.18 WSCA Background Information

This solicitation is being issued by the State of Utah (acting as Lead State for this solicitation), for the State of Utah, the Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO) for the NASPO Cooperative.

Participants: The National Association of State Procurement Officials (NASPO) is a national association of State Chief Procurement Officials that has established a procurement cooperative for states (including government agencies, institutions, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), other governmental entities and other eligible entities) for the NASPO members.

The Western States Contracting Alliance (WSCA) is fifteen members of NASPO who have focused on creating and managing multi-state cooperative contracts since 1993.

Under terms of the NASPO Cooperative Memorandum of Agreement all NASPO members (the fifty states, the District of Columbia and the five organized territories) may participate in the potential contracts resulting from this cooperative procurement at its option and in accordance with its statutory requirements and rules.

Obligations under master price agreements that result from this cooperative procurement are limited to those states and other eligible entities that execute a Participating Addendum.

Financial obligations of Participating States (Entities) are limited to the orders placed by the departments, agencies and institutions of that Participating State (Entity) having legally available funds. Participating States incur no financial obligations on behalf of its political subdivisions, other governmental entities or other eligible entities.

Unless otherwise specified in the solicitation or a Participating Addendum, the resulting master price agreement(s) will be permissive.

Participation By Political Subdivisions, Other Governmental Entities And Other Eligible Participants:

Participation under the resulting master price agreement by political subdivisions (i.e., statutorily eligible colleges and universities, school districts, counties, cities, etc.) of NASPO member states, other governmental entities in a state and other eligible participants (as determined by individual state statutes) shall be voluntary.

Participation by political subdivisions, other government entities and other eligible participants is with the authorization or acknowledgement of the specific state chief procurement official, and the execution of a Participating Addendum.

Master Price Agreement awardees agree to supply the political subdivisions, other governmental entities and other eligible participants based upon the same terms, conditions and prices as offered to participating states.

1.19 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA administrative fee of one half of one percent (.5%) in accordance with the terms and conditions of the contract. The WSCA administrative fee shall be submitted quarterly and is based on the actual sales of all products and services. The WSCA administrative fee must be included when determining the pricing offered. The WSCA administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

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Additionally, some WSCA participating entities may require that an administrative fee be paid directly to the WSCA participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. The Cloud Hosting Provider will be held harmless, and may adjust (increase) the Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

1.20 Interest

Any payments that a Contracted Supplier makes or causes to be made to WSCA after the due date as indicated on the Quarterly Report schedule shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude WSCA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Cloud Hosting Provider's failure to make timely remittances.

1.21 Freight Terms

The Contracted Cloud Hosting Provider's will not generally ship product to participants. In the event that materials need to be shipped, the following provisions apply:

The Contracted Cloud Hosting Providers are responsible for filing and expediting all freight claims with carriers. The Contracted Cloud Hosting Providers shall pay title and risk of loss or damage charges.

The Participating entities reserve the right to examine freight cost and route shipments with their own contracted carrier.

1.22 Proposal Offer Firm

Responses to this RFP, including proposed discounts offered will be considered firm for one hundred and twenty (120) days after the proposal due date. By signature (electronic or otherwise) and submission of a proposal, the person signing verifies that they are authorized to submit the proposal and bind the firm to provide the products/services in the proposal and potential Master Agreement.

1.23 Cancellation of Procurement

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the State of Utah, Division of Purchasing and General Services and/or WSCA determines such action to be in the best interest of the State of Utah and/or WSCA.

1.24 Right to Waive

The sourcing team reserves the right to waive minor irregularities at its sole discretion.

1.25 Right to Accept All or Portion

It is our intent to accept the entire line of Cloud Hosting Services (included in the scope) from the awarded Cloud Hosting Providers, however we reserve the right to accept all or a portion of a Respondents proposal.

1.26 Service Line Additions and Updates

During the term of the contract, Cloud Hosting Providers may submit a request to update the awarded service line (within the scope listed in Section 1.1) as services are introduced or removed from the market. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. The Cloud Hosting Service Provider shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for services falling into the same service category.

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1.27 Right to Publish

Throughout the duration of this procurement process and Master Agreement term, Respondents, Cloud Hosting Providers and their authorized contractors must secure from the WSCA Master Agreement Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the Master Agreement. The Cloud Hosting Provider shall not make any representations of WSCA'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 of the WSCA Master Agreement Administrator. Failure to adhere to this requirement may result in disqualification of the Respondents proposal or termination of the Master Agreement for cause.

1.28 Changes in Representation

The Contracted Supplier must notify the WSCA Master Agreement Administrator of changes in the Contracted Supplier's key administrative personnel, to the extent that there may be adverse impacts to the contract. The WSCA Master Agreement Administrator reserves the right to require a change in Contracted Supplier(s) representatives if the assigned representative(s) is not, in the opinion of the WSCA Master Agreement Administrator, meeting the terms and conditions of the contract.

1.29 Estimated Annual Usage

In addition to the lead State conducting this solicitation, the following participating States have requested to be named in this RFP as potential users of the resulting Master Agreement. We anticipate that other States may choose to participate after the award process. The following table includes the estimated annual utilization for each participating State for Cloud Hosting service categories and services included in the scope of this procurement. These estimates are based on existing usage by the states for internally hosted GIS related services, and in no way represent a guarantee of future purchases. No minimum or maximum level of sales volume is guaranteed or inferred.

State	GIS Cloud Hosting Services	General Cloud Hosting Services	Cloud Provisioning Services	Consulting and Design Services	Data Transfer and Download Services
Colorado	15 TB 6 servers	5 TB 2 servers	100 hours	200 hours	250 GB
Montana	4.5 TB 6 servers	2 TB 4 servers	330 hours	330 hours	400 GB
Oregon	20 TB 3 servers	5 TB 5 servers	500 hours	600 hours	500 GB
Utah	10 TB 12 servers	6 TB 10 servers	560 hours	560 hours	1,500 GB
Totals	49.5 TB 27 servers	18 TB 21 servers	1,490 hours	1,690 hours	2,650 GB

Note: Total Estimated Annual Volume for each service type is based on the sum of the estimated annual volume for each category, in the respective states. General cloud hosting services estimates include only GIS related services; other opportunities for non-GIS services are much larger.

1.30 Glossary

Authorized Representative: An individual with the authority to legally bind the Respondent to the terms and conditions of the Master Agreement (s) established as a result of this RFP. This individual must have the authority and ability to accurately reflect the ability of the Respondent to meet the requirements detailed in this RFP.

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Authorized Contractor: A qualified firm that has been designated by the Cloud Hosting Provider as authorized to sell products and perform services under the resulting Master Agreement(s).

Cloud Hosting Provider: A vendor that provides delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet).

Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope and terms and conditions for this contract.

Contracted Supplier: An approved Cloud Services Provider, under the terms and conditions of a WSCA contract, and their designated authorized contractors.

ESRI: A software development and services company providing Geographic Information System (GIS) software and geo-database management applications.

GIS: A geographic information system (GIS), or geospatial information system is a system designed to capture, store, manipulate, analyze, manage, and present all types of geographically referenced data.

Infrastructure as a Service (IaaS): deliver computer infrastructure (e.g. server processing and other fundamental computing resources), typically a platform virtualization environment, as a service, along with raw storage and networking. Rather than purchasing servers, software, data-center space or network equipment, clients instead buy those resources as a fully outsourced service. The client does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

Mandatory Minimum Requirements: Requirements that must be met in order to be considered for further evaluation. Mandatory minimum requirements are non-negotiable. An offer that does not meet the mandatory minimum requirements will be disqualified from further consideration.

Participating Addendum: A Participating Addendum must be executed by any State that decides to adopt a WSCA contract.

A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.

Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA) through execution of Participating Addendums.

A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State.

The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.

States are not mandated to sign a Participating Addendum with all awarded vendors.

Participating Entity: A State that has indicated intent to participate in the solicitation process, or after award, a State that has executed a participating addendum.

Platform as a Service (PaaS): Refers to the delivery of a computing platform and solution stack (either client created or acquired applications using programming languages and tools supported by the provider) as a service. The client does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Purchasing Entity: Any end-user in a participating State that is eligible to use the Master Agreement(s) through the participating addendum, including but not limited to State Agencies, Counties, Cities, Education, and other entities.

Qualified Entity: An entity that is eligible to use the Master Agreement(s).

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Software as a Service (SaaS): A software delivery model in which software and its associated data are hosted centrally (typically in the (Internet) cloud) and are usually accessed by users using a thin client, normally using a Web browser over the Internet. The client does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Usage Report Administrator: A person responsible for the quarterly sales reporting and payments described in Section 1.13 Usage Reporting Requirement.

Volume Discount: A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of furniture products to be delivered at one time or over a specified period.

Sourcing Team: The technical and business team charged with setting requirements for the Cloud Services Hosting procurement, and its subsequent evaluation.

WSCA: Western States Contracting Alliance. See www.wsca.info for more information

Section 2: General Proposal Requirements and Information

2.1 Proposal Content and Format Requirements

Proposals must be detailed and concise. Unless otherwise stated in your proposal as an “exception”, Respondents agree to comply with every section, subsection, attachment and addendum of this RFP. Each proposal must be submitted in Microsoft Word or Excel, labeled and organized in a manner that is congruent with the section number, headings, requirements, and terminology used in this RFP. Proposal documents must be Arial font size 10. Respondent responses that are limited to a specified number of pages are referring to single sided pages. As an example, a response that is limited to a document that is no more than two pages long may be submitted on one double sided page, but not two double sided pages.

2.2 RFP Revisions

Revisions, if any, and all written questions and the State’s answers, will be posted on the BidSync website. Solicitation documents will not be mailed to prospective Proposers. Respondents must register (free of charge) as a vendor with BidSync in order to have access to the RFP and related documents. Respondents are responsible for ensuring that their registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the supplier’s registration information on BidSync. The State of Utah accepts no responsibility for a prospective Respondent not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Respondent to obtain the information provided through BidSync.

2.3 Right to Waive

The State of Utah reserves the right to waive any informality or technicality in any proposal.

2.4 Proposals Become Property of the State of Utah

All proposal contents become the property of the State of Utah. All proposal content is proprietary during the proposal evaluation process. Upon Master Agreement award, the successful Respondents’ proposals will be open to public inspection, by request, with the exception of any proposal content that is marked as “proprietary” by the Respondent. All content designated as “proprietary” must be supported by documentation as to the rationale for the proprietary nature of the information.

2.5 News Releases

News releases or other public disclosure of information pertaining to this RFP or the statewide contracts may not be published without the prior written permission of the State of Utah.

2.6 State Seal Use

The Utah [Great Seal Rule](#) states, in section R622-2-3.Custody and Use, that “no facsimile or reproduction of the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the

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written approval of the Lieutenant Governor."

Other participating States have similar rules that must be adhered to by Respondents or interested parties.

Section 3: Cloud Hosting Provider Mandatory Minimum Requirements

3.1 General Information

This section contains mandatory minimum requirements that must be met in order for your proposal to be considered for the evaluation phase of this RFP. All of the items described in this section are non-negotiable. All Respondents shall express their willingness and ability to satisfy these requirements by answering Y for Yes on PR12063 Appendix C Acceptance Document submitted for consideration, and by providing the location (as applicable) in the proposal where the information can be found as described on PR12063 Appendix C Acceptance Document.

Respondents are required to complete PR12063 Appendix C Acceptance Document Section 3 tab in reference to the following manufacturer and contractor requirements. Each line item must be answered Y for Yes if your firm is confirming compliance, or N for No if your firm does not meet the requirement. A space is provided to indicate the location within the proposal (as applicable) where the information is provided. A response of N for No will result in the proposal being deemed non-responsive and the proposal shall be rejected. Respondents shall not change the format of PR12063 Appendix C Acceptance Document.

Respondent Response: For each item in Section 3, the Respondent must complete the corresponding Section in PR12063 Appendix C Acceptance Document.

Mandatory Requirements (M)

All Respondents must meet the **(M)** requirements listed in this section, and explain how the requirement is met. A 'no' response on the acceptance document or omission of the required explanation will disqualify the service from further evaluation.

Desirable Requirements (DR)

Desirable Requirements **(DR)** must be addressed as Supported or Not Supported with an explanation of how the **DR** is met. Omission of the explanation will disqualify the response from scoring in the evaluation process.

3.2 Service Offering

(M) Respondents must offer Cloud Services Hosting products and related contracting services that enable a Participating Entity to fully engage the Contract Supplier's Cloud Hosting Services offerings. Service offerings must be defined appropriately, be priced competitively, and be available to any of the Participating Entities that can legally use WSCA supplier contracts.

3.2.1 (M) A statement certifying that data can be isolated only to servers and data centers residing entirely in the United States of America.

3.2.2 (M) A statement certifying that data, applications, databases and computer code that is deployed to the hosted environment remains in the sole ownership of the customer Agency.

3.2.3 (M) A statement certifying that ESRI or similar application hosting and database hosting are offered as services, and that they are integrated together into a common account for simple administration by customer staff.

3.2.4 (M) A statement certifying that ESRI applications are or will be supported.

3.2.5 (M) A statement certifying that on-demand deployment is supported 24x365.

3.2.6 (M) A statement certifying that scale-up and scale-down is available 24x365, and that new instances can be added in one hour or less.

3.2.7 (M) A statement certifying that application-hosting environments also support a user test/staging environment that is identical to production.

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3.2.8 (M) A statement certifying which database platforms are supported.

3.2.9 (M) A statement certifying the ability to provision, deploy, and modify databases on-demand, 24x365.

3.2.10 (M) A statement certifying that proposer has at least 3 years' experience providing similar online services to third parties. Examples could include web hosting, IAAS, PAAS, SAAS, etc.

3.2.13 (M) References: A statement certifying that Respondent has provided at least five (5) completed references. These customers are to be identified in detail in section 5.1.1.2.

3.2.14 (M) Financials: A statement that the Respondent has provided Financial information as detailed in section 5.1.1.3.

3.2.15 (M) Website: A statement that the respondent has or will provide a Website for all contracted services for agencies with pricing and provisioning capabilities.

3.2.16(M) A statement that service level and warranty information has been provided for respondent's Cloud Hosting Services.

3.2.17 (M) Security: A statement that the Cloud Service provider's hosting environment meets the Federal Information Security Management Act (FISMA), FedRamp and NIST requirements or equivalent and will meet customer security requirements expressed within customer agency Participating Addendum.

3.3 Insurance Requirement

(M) This pertains to the State of Utah insurance requirements. Other Participating States may identify different insurance requirements during the participating addendum process.

Cloud Hosting Provider's authorized contractors shall procure and maintain insurance which shall protect the authorized contractor and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Cloud Hosting Provider's authorized contractor shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the participating State(s) as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized contractor to include contractual liability coverage applicable to this Master Agreement. In addition, the insurance certificate must 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 notice of cancellation to the participating States.

Authorized contractor is required to maintain the following insurance coverage's during the term of the WSCA Master Agreement:

- 1) Workers' Compensation Insurance – The Cloud Hosting Provider's authorized contractor must comply with Participating State's requirements and provide a certificate of insurance.
- 2) Commercial General Liability Policy per occurrence - \$1,000,000. Coverage to include bodily injury and property damage combined single limit.
- 3) Business Automobile Policy to include but not limited to liability coverage on any owned, non-owned, or hired vehicle used by Cloud Hosting Provider's authorized contractor personnel in the performance of this Master Agreement. The business automobile policy shall have the following limits of liability: Per Occurrence - \$1,000,000, Annual Aggregate - \$2,000,000, Annual Aggregate applying to products and services - \$2,000,000. Coverage must include premises and operations, bodily injury and property damage, personal and advertising injury; blanket contractual, products and services, owner named as an additional insured.

Within 10 days of contract award, the Contracted Supplier and/or Authorized Contractor must submit proof of certificate of insurance that meets the above requirements or the Participating States requirements.

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3.4 Delivery

(M) Unless otherwise noted on an order the Contracted Supplier or its authorized contractor must comply with 24X365 Provisioning requirements.

3.5 Service Offering Documentation

(DR) Upon request, user and/or technical documentation should be supplied for all procured services. Manuals may be available via the Contracted Supplier's website. The manual shall contain user and technical instructions appropriate to the service.

3.6 Cloud Hosting Provider Contract Administrator and Usage Report Administrator

(M) The Contracted Supplier shall provide a Contract Administrator to manage compliance with the scope and terms and conditions for this contract. The following Information, at a minimum, regarding the Contract Administrator shall be provided:

- a. Administrator's number of years experience in the Cloud Hosting Services business.
- b. Confirmation that the Cloud Hosting Provider Contract Administrator has authority to enforce the scope of work and terms and conditions of the resulting contract.

The Contracted Supplier shall also provide a Usage Report Administrator responsible for the quarterly sales reporting described in Section 1.13 Usage Reporting Requirement.

PR12063 Appendix C Acceptance Document Section 3 and Section 3 Supplement must be completed in the format provided.

3.7 Customer Service

(M) Specify the respondent's ability to comply with the following customer service requirements:

- a. The Contracted Supplier or Authorized Contractor must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.
- c. Customer Service Representative will respond to inquiries within one business day.
- d. The Contracted Supplier or Authorized Contractor must provide design services for the applicable categories.
- e. The Contracted Supplier or authorized contractor must provide Installation Services for the applicable categories.
- f. Purchasing entities shall have the option of ordering through the Cloud Hosting Provider directly or through the authorized hosting services contractor.

Section 4: Cloud Hosting Provider Evaluated Qualifications

4.1 General Information:

Your proposal will be evaluated on the following items. All Respondents are required to submit a completed PR12063 Appendix C Acceptance Document Section 4 tab in response to the following questions. Provide answers in the 'Answer' column or provide the specific location in the proposal (page number) where the information can be found in the corresponding column. If the line item on the Acceptance Document states 'Complete Section 4 Supplement' you will be required to provide additional information in the format provided. All fields must be completed in the format provided.

Provide a document for each section listed below that best describes in detail how your organization has the ability to provide the following criteria. Do not submit a full catalog. Submit information on the characteristics listed below. Respondents shall not change the format of PR12063 Appendix C Acceptance Document.

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4.2 Warranty

Specify the warranty and guarantees from a service level perspective for the services provided by the respondent.

Respondent Response: For 4.2 above, the Respondent must provide a single document that is no longer than two pages. This two page document will be evaluated against the requirements of 4.2 above. Provide a copy of the Cloud Hosting Provider standard warranty for each major service category that you are offering to provide.

4.3 Website

- a. Is your firm prepared and capable of providing a Cloud Services Hosting Website available to entities that execute a participating addendum?
- b. If a Website is available, describe in detail the features, benefits and capabilities the website offers.
- c. To what extent does your Website provide detailed information on Cloud Hosting Service product offerings?
- d. Does the Website provide the ability to search authorized contractors in the geographic area of each participating entity?

Respondent Response: For Section 4.3 above, the Respondent must provide a single document that is no more than two pages long. This two-page document will be evaluated against the requirements of 4.3 above.

4.4 Customer Service

- a. Explain your service request process including provisioning, de-provisioning, problem reporting and escalation.
- b. What types of customer service support are provided (e.g. online, telephone, etc.)

Respondent Response: For Section 4.4 above, the Respondent must provide a single document that is no more than two pages long. This two-page document will be evaluated against the requirements of a-b above

4.5 Service Provisioning

- a. Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.
- b. Describe in detail the standard lead-time for provisioning Cloud Hosting Services defined in section 3.7 of this RFP.

Respondent Response: For Section 4.5 above, the Respondent must provide a single document that is no more than one page long. This one page document will be evaluated against the requirements of 4.5 above.

4.6 Firm

- a. Provide a brief history of your firm including the following:
 1. Number of years providing Cloud Hosting Services being offered in response to this RFP.
 2. Number of separate services provided in each of the area categories described in this RFP.
- b. Describe specifically what makes your firm a stable long term partner for WSCA.

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- c. Describe specifically what information the Cloud Hosting Provider contract administrator would provide at annual meetings with an entity that has executed a participating addendum.
- d. Describe specifically what information the Cloud Hosting Provider contract administrator would provide at annual contract evaluation meetings with the Master Agreement Administrator as defined in section 1.5 of this RFP.
- e. Describe how you plan to implement the contract including having a single point of contact to perform and manage all aspects of this contract.
- f. Describe in detail your firm's escalation management plan including contact information.

Respondent Response: For Section 4.6 above, the Respondent must provide a single document that is no more than three pages long. This three-page document will be evaluated against the requirements of 4.6 above.

4.7 Authorized Contractor Relationships

- a. Briefly describe what your firm requires from potential contractors to become an "Authorized Hosting Service Contractor". Provide an Authorized Contractor List on PR12063 Appendix C Acceptance Document Section 4 Supplement in the format provided.
- b. Describe in detail how your firm currently measures an authorized contractors' performance.
- c. Describe in detail the process for revoking a designation as a contractor from an authorized contractor for issues related to customer service, or other authorized contractor performance related issues.
- d. Describe in detail how your firm will support and assist an authorized contractor in improving their performance and the corrective action process.
- e. Describe in detail the process that your firm uses to track and respond to issues and concerns from both your authorized contractors and from participating entities.

Respondent Response: For Section 4.7 above, the Respondent must provide a single document that is no more than two pages long. This two page document will be evaluated against the requirements of 4.7 above.

Section 5: Service Offering Qualifications

5.1 General Information

Respondents are required to complete PR12063 Appendix C Acceptance Document Section 5 tab in reference to Section 5 Service Offering Qualifications. Each product category in Section 5 Service Offering Qualifications has a series of Mandatory Requirement (**M**) line items and a series of Desirable Requirements (**DR**).

The Mandatory Requirements section has a series of line items that must be answered Y for Yes if your firm is confirming compliance of the service offered in response to this proposal, or N for No if your firm's service offered in response to this proposal does not meet the specification. An N for No answer will disqualify the service offering from consideration. Each Y for Yes also requires an explanation of how the Respondent meets the requirement.

5.1.1 General Business Requirements

Each provider must meet the following mandatory general business requirements:

5.1.1.1 Terms and Conditions

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(M) Respondents *must* indicate their acceptance of the State of Utah Standard Terms and Conditions attached to this RFP as Attachment A. Any exceptions to these terms and conditions must be noted. Significant exceptions may constitute grounds for rejecting Respondent proposals.

5.1.1.2 Experience

(M) Respondents *must* be able to provide reference service contracts from a minimum of five government or commercial customers for their Cloud Hosting Services offerings. Government references are preferred. References must include environments and complexity that is similar in scope to those described within this RFP. Any proposals from Respondents that cannot meet these requirements will not be considered. The Respondent must provide specific contact information describing their reference service contracts, which may be verified.

5.1.1.3 Financial Stability

(M) The Cloud Services Hosting vendor *must* provide audited financial statements to the State and should meet a minimum Dun and Bradstreet (D&B) credit rating of 4A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement. Prime contractors working on behalf of Respondents must submit financial statements that demonstrate financial stability, and adequate working capital, but do not need to meet 4A2 credit rating requirements.

5.1.1.4 Other General Responsibilities

5.1.1.4.1 (M) The Respondent *must* provide the personnel, equipment, tools, and expertise to meet the requirements in this RFP.

5.1.1.4.2 (M) The respondent must provide a test and/or proof of concept environment for evaluation that verifies the respondent's ability to meet mandatory requirements in each section. This environment must be available within one week of the commencement of the evaluation process.

5.1.1.4.3 (M) The Respondent must propose to establish, test, and/or provide all services, and warranty the services as specified in this RFP.

5.1.1.4.4 (M) Computer applications and Web sites *must* be accessible to people with disabilities, and *must* comply with Participating entity accessibility policies and the Americans with Disability Act.

5.1.1.5.5 (M) Applications and content delivered through Web browsers must be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

5.2 Cloud Hosting Services – Common Requirements

The items in section 5.2 are applicable to GIS Cloud Hosting Services as well as other Cloud Hosting Services. Requirements associated with one type of service offering only, are detailed separately with that offering.

Mandatory Requirements (M)

All Respondents must meet the (M) requirements listed in this section, *and explain how the requirement is met*. A 'no' response on the acceptance document or omission of the required explanation will disqualify the service from further evaluation.

WSCA Public Cloud Hosting Services PR12063**Desirable Requirements (DR)**

Desirable Requirements (DR) must be addressed as Supported or Not Supported with an explanation of how the DR is met. Omission of the explanation will disqualify the response from scoring in the evaluation process.

5.2.1.1 BACKUP and DISASTER RECOVERY

5.2.1.1.1 (M) Ability to recover and restore data within 4 business hours in the event of a severe outage. Describe your Recovery Policy Objective (RPO) and Recovery Time Objective (RTO).

5.2.1.1.2 (M) Explain and specify methodologies for the following backup and restore services:

- a. Method of data backups
- b. Method of server image backups
- c. Digital location of backup storage (secondary storage, tape, etc.)
- d. Alternate data center strategies for primary data centers within the continental United States.

5.2.1.1.2 (DR) Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

5.2.1.1.3 (DR) Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

5.2.1.1.4 (DR) Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

5.2.1.2 SOLUTION ADMINISTRATION

5.2.1.2.1 (M) Ability of the Participating Entity to fully manage identity and user accounts.

5.2.1.2.2 (M) Ability to provide anti-virus protection, for data stores.

5.2.1.2.3 (M) Ability to migrate all Participating entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

5.2.1.2.4 (M) Ability to administer the solution in a distributed manner to different participating entities.

5.2.1.2.5 (M) Ability to apply participating entity defined administration polices in managing solution

5.2.1.3 TRAINING

5.2.1.3.1 (M) Availability of Online training documentation, and other contextual help resources for end users and administrators.

5.2.1.3.2 (DR) Defined processes and curriculum for training developers, and administrators.

5.2.1.3.3 (DR) Availability of in-person training from the respondent.

WSCA Public Cloud Hosting Services PR12063**5.2.1.4 PRIVACY and SECURITY**

5.2.1.4.1 (M) List all government or standards organization security certifications your organization currently holds that apply specifically to the hosted environment described in your firm's RFP response, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, and FIPS 200 if they apply.

5.2.1.4.2 (M) Certify that data can and will be isolated only to servers and data centers residing entirely in the United States of America.

5.2.1.4.3 (M) Certify that all traffic to and from the hosting environment can and will be guaranteed to stay within the United States.

5.2.1.4.3 (M) Provide auditing capabilities and reports consistent with SAS 70 or greater.

5.2.1.4.4 (M) Describe any encryption capabilities provided including the support of transport layer security and at rest encryption.

5.2.1.4.5 (M) Restrict visibility of Cloud hosted data and documents to specific users or groups.

5.2.1.4.6 (M) Provide and describe your vulnerability identification and mediation process.

5.2.1.4.7 (M) Provide and describe your logging process including the types of services and devices logged; the event types logged; and the information fields.

5.2.1.4.8 (DR) Multi-tenant environment restricted to government entities.

5.2.1.4.9 (DR) Explain any security risks associated with a multi-tenant server model and provide potential mitigation strategies.

5.2.1.4.10 (DR) Compliance with PCI-DSS 1.2.1 and projected compliance with PCS-DSS 2.0 effective January 2011) in the event payment services are provided as a service.

5.2.1.4.11 (DR) Compliance with PHI 45CFR 160.103 and Section 13400 of Subtitle D (Privacy) of the Hitech Act provisions of ARRA of 2009.

5.2.1.4.12 (DR) Describe security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

5.2.1.4.13 (DR) Describe data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.

5.2.1.5 PERFORMANCE MEASURES and REPORTING

5.2.1.5.1 (M) Ability to guarantee reliability and uptime greater than 99.9%. Additional points will be awarded for 99.99% or greater availability.

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5.2.1.5.2 (M) Ability to dynamically scale Cloud hosting resources to guarantee consistent application delivery and response to end users, consistent with vendor and participating entity response time requirements.

5.2.1.5.3 (M) Provide the firm's standard uptime service and related Service Level Agreement (SLA) criteria.

5.2.1.5.4 (M) Specify and provide the process to be used for the participating entity to call/contact the Respondent for support, who will be providing the support, and describe the basis of availability.

5.2.1.5.5 (M) Describe the consequences/SLA penalties if the Respondent fails to meet incident response time and incident fix time.

5.2.1.5.6 (M) Describe the firm's procedures and schedules for any planned downtime.

5.2.1.5.7 (M) Describe the consequences/SLA penalties if disaster recovery metrics are not met.

5.2.1.5.8 (M) Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

5.2.1.5.9 (DR) Ability to print historical, statistical, and usage reports locally.

5.2.1.6 HOSTING and PROVISIONING

5.2.1.6.1 (M) Documented Cloud hosting provisioning processes, and the firm's defined/standard Cloud provisioning stack.

5.2.1.6.2 (M) Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)
2. Creating and storing server images for future multiple deployments
3. Securing additional storage space
4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

5.2.1.6.3 (M) Ability to provide IaaS, PaaS, and SaaS services as defined service offerings with established rate structures.

5.2.1.7 INTEGRATION SERVICES

5.2.1.7.1 (DR) Documented information and availability of APIs for integration with other external services, external Cloud Service Hosting Environments, and Provider Entity hosting environments/applications.

5.2.1.7.2 (DR) Support for directory protocols such as S.DS.P, LDAP, X.500, etc.

WSCA Public Cloud Hosting Services PR12063**5.3 GIS Cloud Hosting Services**

5.3.1 (M) Ability to provide virtual machines that are capable of housing licensed ESRI software and/or other alternative GIS solutions (e.g. Open Source GIS Software, GeoCommons, etc.), and delivering Web services.

5.3.2 (M) Ability to provide virtual machines that are capable of housing relational databases such as Oracle, SQL Server, Postgres SQL, etc. to work in association with licensed ESRI software.

5.3.3 (M) Ability to recognize and support differences in features and implementation levels for ESRI implementations by Provider Entities that may be unique to that entity.

5.3.4 (DR) Ability to run ESRI software services on a PaaS offering. Describe the firm's proposed ability to support ESRI PaaS offerings.

5.3.5 (DR) Ability to install and support ESRI software, including their data hosting offerings (e.g. ArcSDE) through an IaaS offering, and non ESRI geospatial data hosting as an IaaS offering. Describe the firm's proposed geospatial data hosting/storage capabilities.

5.3.6 (DR) Virtual Servers should be able to be provisioned in various sizes of processing power, either by customer request, or through established server tiers/levels by the respondent. If the later, there should be enough tiers that one can fairly easily pick the appropriate machine size for the intended application. Describe the firm's proposed virtual server provisioning process.

5.3.7 (DR) Scalability – Methods for scaling a GIS server environment for higher performance levels and greater throughput should be outlined and available. Methods may include provisioning larger machines and “automated load balancing” and auto-provisioning capacities whereby new servers can be automatically provisioned when existing servers reach a utilization threshold. Describe the firm's proposed scaling methods.

5.3.8 (DR) Application hosting environment must support a user test/staging environment that is identical to production. As an example, explain the ability to clone multiple copies of an identical machine for test, staging and production. Please describe the process for establishing multiple, identical instances of a configuration that can run in parallel. A simple process must exist to promote applications from staging to production. Describe the firm's proposed user test/staging environment, its relationship to production, and the process for moving applications from user test/staging to production.

5.3.9 (DR) Describe options to support multiple ESRI databases on one virtual server.

5.3.10 (DR) Certify the ability to provision, deploy, and modify databases on-demand, 24x365.

5.3.11 (DR) Describe ability to encrypt (MS SQL Server, Oracle, DB2, MySQL, etc.) data at rest.

5.3.12 (DR) Describe ability to track data changes using built-in tools.

5.3.13 (DR) Describe ability for State Agency staff to manage databases remotely using tools such as MS SQL Server Management Studio.

5.3.14 (DR) Describe in detail the process for migrating to newer ESRI platform versions, including operating system, and database versions updates. Specifically include how Participating entity staff will be notified of available upgrades, what resources will be available to assist with the upgrades, and how the upgrades will be performed.

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5.3.15 (DR) Describe how long after official release that new versions of operating systems, ESRI software, and database software will typically be made available.

5.3.16 (DR) Describe the process for obtaining user help including escalation from email to phone support.

5.3.17 (DR) Ability to provide the public free data downloads of geospatial datasets without unpredictable and variable data download charges to participating states by the vendor.

5.4 Provisioning Stack Services

5.4.1 (DR) Ability to provide provisioning services that can be utilized with Respondent Cloud Hosting services, Participating entity hosting environments and services, and other potential 3rd party Cloud Hosting providers.

5.5 Consulting and Design Services

(M) Participating entities may desire to use the Respondent for other related application modifications to optimize or deploy cloud services applications. Responses to this RFP must include hourly rates by job specialty for use by Participating entities for these types of database/application administration, systems engineering & configuration services and consulting throughout the contract period. The hourly rates should be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. The specific rate (within a range) charged for each proposed contracted service would be the lowest rate shown unless justified in writing and approved by WSCA.

Section 6: Evaluation

6.1 General Information

Proposals will be evaluated for completeness and compliance with the requirements of this RFP by a sourcing team. The sourcing team may engage additional qualified individuals during the process to assist with technical, financial, legal, or other matters.

Except at the invitation of the sourcing team, no activity or comments from Respondents regarding this RFP shall be discussed with any member of the sourcing team during the evaluation process. A Respondent who contacts a member of the sourcing team in reference to this RFP may have its proposal rejected.

Each proposal must be submitted in Microsoft Word or Excel, or PDF labeled and organized in a manner that is congruent with the section number, headings, requirements, and terminology used in this RFP. Proposal documents must be use Arial font size 10. All proposals must be submitted in electronic form.

6.2 Administrative Requirements Compliance

The sourcing team will evaluate each proposal for compliance with administrative requirements. Non compliance with any of these requirements will render a proposal non-responsive. Only those proposals that pass the administrative requirements will be evaluated further.

In order to pass the Administrative Requirements, the following must be received by due date and time associated with this RFP as listed in Bid Sync:

1. The proposal master copy and the separate sealed Cost Schedule must be received by the WSCA Master Agreement Administrator as described in Section 1.6
2. The proposal packets must be received by each State representative identified in Section 1.6
3. Warranty document(s) required in Section 4.2 received
4. PR12063 Appendix C Acceptance Document completed and received
5. PR12063 Cost Schedule completed and received
6. Point of Contact Resume required in Section 4.6 g.

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6.3 Mandatory Minimum Requirements Compliance

The sourcing team will evaluate each proposal that passed the administrative requirements for compliance with Section 3 Mandatory Minimum Requirements. Mandatory requirements must be met in their entirety and are scored on a pass/fail basis. Non compliance with any of these requirements will result in a proposal being rejected. Only those proposals that pass the mandatory minimum requirements will be evaluated further.

6.4 Evaluation Criteria

The following table details how each proposal shall be evaluated on a basis of 100 points.

Table 2 Evaluation Criteria

Evaluation Factor	Criteria	Total Points Available
Administrative Requirements	Complete proposal Package as described in Section 6.2	Pass or Fail
Mandatory Requirements	Cloud Hosting Provider and Mandatory Requirements as described in Section 3	Pass or Fail
Cloud Hosting Provider Evaluation Criteria – 10 Points	Cloud Hosting Provider Evaluation Criteria as described in Section 4	The points have been divided among the evaluated sections as defined below
	Section 4.2---Warranty	1 Points
	Section 4.3---Website	1 Points
	Section 4.4---Customer Service	2 Points
	Section 4.5---Delivery	1 Points
	Section 4.6---Firm	2 Points
	Section 4.7---Authorized Contractor Relationships	2 Points
5.0 Product Evaluation Criteria – 50 Points Total	Product Evaluation Criteria as described in Section 5	The points have been divided among the evaluated sections as defined below
	5.1.1 – General Business Requirements	(M) and (DR) Requirements Evaluated Criteria – 5 Points
	Section 5.2 - Cloud Services Common Requirements	(M) and (DR) Requirements Evaluated Criteria – 20 Points
	Section 5.3---GIS Cloud Services	(M) and (DR) Requirements Evaluated Criteria – 15 Points
	Section 5.4—Cloud Provisioning Services	(M) and (DR) Requirements Evaluated Criteria – 5 Points
	Section 5.5---Consulting Services	(M) and (DR) Requirements Evaluated Criteria – 5 Points

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Cost Schedule – 40 Points	Cost evaluated as described in Section 6 and Cost Schedule	40 Points
Total Overall Points Available		100 Points

The sourcing team will evaluate each proposal that has passed the administrative requirements and met or exceeded the Section 3 Mandatory Minimum Requirements.

The following scoring method shall be used for the evaluated items in sections four, five, and six. The proposal with the highest score for a section or sub-section will be given the maximum total possible points, as defined in Section 6.4. The other proposals will receive a portion of the total points based on what percentage lower their raw score for the evaluation criterion was from the highest raw score for the section or sub-section.

6.5 Section 5 Scoring: Service Evaluation Criteria

Respondents must respond to sections 5.1.1 - 5.3. Sections 5.4 and 5.5 are desirable, but not required. Offers received for a category must include all items within the category as described in Section 5.1. Failure to include an offer on all items within the service category will disqualify the product category from consideration. The Respondents response to each of the Mandatory Minimum Requirements must be provided on PR12063 Appendix C Acceptance Document.

$$\frac{\text{Points Available}}{\text{(Cost of Each Higher Priced Proposal)}} = \text{Points Awarded}$$

The intent of the pricing format is to facilitate a straightforward comparison among all Respondents and foster competition to obtain the most aggressive percentage discount possible from each Respondent in each product category. The Cost Schedule must be completed in the format provided and described in this section. **(Separate document attached – must be a separate file – within your proposal)**

Alternative pricing structures will generally not be considered. Failure to comply with the instructions listed in this section, submission of an incomplete offer, or offers that are presented, that do not conform with that provided in section 6.6 Table 3 for the Cost Schedule, may result in the rejection of the proposal as being non-responsive. Other costs not included in section 6.6 Table 3 may be added as either required or optional cost elements, but must be detailed separately.

For the purpose of evaluation, Respondents shall submit in the sealed envelope the Respondent's current published commercially available Manufacturer's Suggested Retail Price List (MSRP, this is also known as the Pricer) for each of the product categories being offered.

6.6 Cost Evaluation (Must be submitted as a separate file within your proposal)

The cost evaluation shall be conducted as defined. Respondents shall submit the completed Cost Schedule in a sealed envelope per the instructions in Section 1.7 Proposal Submittal. Cost elements to be included in the Cost Schedule are detailed in the Table that follows. There are a maximum of 40 points assigned to cost for this RFP. The following table details the points available for cost in each of the product categories or sub-categories.

Table 3: Cost Schedule Elements

Service Type	Standard Configuration	High CPU Configuration	High Memory Configuration
Tab 1: Application Hosting (5 Points)	On Demand Per Hour	On Demand Per Hour	On Demand Per Hour
Specify OS Platforms	Reserved Per Hour	Reserved Per Hour	Reserved Per Hour
Specify OS Platforms	Dedicated Fixed Price	Dedicated Fixed Price	Dedicated Fixed Price
Tab 2: ESRI/GIS Hosting (5 Points)	On Demand Per Hour	On Demand Per Hour	On Demand Per Hour
Specify OS Platforms	Reserved Per Hour	Reserved Per Hour	Reserved Per Hour
Specify OS Platforms	Dedicated Fixed Price	Dedicated Fixed Price	Dedicated Fixed Price
Tab 3: Database Hosting (3 Points)	On Demand Per Hour	On Demand Per Hour	On Demand Per Hour
Specify DB Platforms	Reserved Per Hour	Reserved Per Hour	Reserved Per Hour
Specify DB Platforms	Dedicated Fixed Price	Dedicated Fixed Price	Dedicated Fixed Price
Tab 4: Storage (5 Points)	On Demand Storage (Price per GB) up to 19 TB	No guaranteed utilization up to maximum range	
	(Price per GB) 20-49 TB		
	(Price per GB) 50-99 TB		
	(Price per GB) 100-999 TB		
	(Price per GB) Over 1000 TB	No guaranteed utilization but use over 1000 TB	
	Fixed Price Storage (Price per GB) up to 19 TB	Guaranteed utilization up to maximum range	
	(Price per GB) 20-49 TB		
	(Price per GB) 50-99 TB		
	(Price per GB) 100-999 TB		
	(Price per GB) 1000-1999 TB		
	(Price per GB) Over 2000 TB	Guaranteed utilization over 2000 TB	
Tab 5: Data Transfer (3 Points)	On Demand Inbound (Price Per GB)	Assume 25% of Total	
	On Demand Outbound (Price Per GB)	Assume 75% of Total	
	Fixed Price Inbound (Price Per TB)	Assume 25% of Total	
	Fixed Price Outbound (Price Per TB)	Assume 75% of Total	
Tab 6: VPN/VPC Services (2 Points)	Price Per VPN Connection Hour		
Tab 7: Monitoring Services (2 Points)	Standard Monitoring Price per Month		
	Custom Monitoring Price Per Metric Per Month		
Tab 8: IAM (3 Points)	Price Per User Per Month		
Tab 9: Provisioning Software (2 Points)	Fixed Price Per State Account Per Year		
Tab 10: Consulting Services (5 Points)	Price Per Hour – On Site		

	Price Per Hour – Off Site		
Tab 11: Scenario Based Pricing (5 Points)	Total price per state GIS environment based on aggregated usage and rates	Use the usage data in section 1.29 and the environment descriptions in section 1.1	

Cost Definitions:

Dedicated Storage: Storage amount capacity with utilization at tier levels and guaranteed availability.

Identity Access Management (IAM): Secured access by user name and ID with potential integration into customer owned directory services.

On Demand Storage: Storage used without guarantee of utilization or availability.

Reserved Storage: Storage that is guaranteed in terms of availability with utilization billed within specified storage tiers

VPN/VPC: Virtual Private Network/Virtual Private Cloud.

Respondents must complete the appropriate tab(s) for each category of products being offered. A Respondent must propose on sections 5.2 and 5.3 of the four major product categories, and include relevant items within the category.

Regardless of the number of product categories or sub-categories offered, the appropriate tab(s) or sections of the Costr Schedule must be completed in their entirety, including the percentage discount range offered in each price tier as well as any other required information.

The Respondent that has the lowest evaluated cost in each product sub-category shall be awarded the maximum number of points in the sub-category. All other proposals shall receive a portion of the total points based the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \quad \times \quad (\text{Maximum Points for Cost})]$$

Appendix C. PR12063 Acceptance Document

Please answer Yes or No indicating that a detailed response has been provided for each item. Detailed statements are to be included in responses to section 3.

A blank response will be treated as a No and will disqualify the proposal.

(M) Respondents must offer Cloud Services Hosting products and related contracting services that enable a Participating Entity to engage the Contract Supplier's Cloud Hosting Services offerings.

(M) A statement certifying that data can be isolated only to servers and data centers residing entirely in the United States of America.

(M) A statement certifying that data, applications, databases and computer code that is deployed to the hosted environment remains in the sole ownership of the customer Agency.

(M) A statement certifying that ESRI or similar application hosting and database hosting are offered as services, and that they are integrated together into a common account for simple administration by customer staff.

(M) A statement certifying that ESRI applications are or will be supported.

(M) A statement certifying that on-demand deployment is supported 24x365.

(M) A statement certifying that scale-up and scale-down is available 24x365, and that new instances can be added in one hour or less.

(M) A statement certifying that application-hosting environments also support a user test/staging environment that is identical to production.

(M) A statement certifying which database platforms are supported.

(M) A statement certifying the ability to provision, deploy, and modify databases on-demand, 24x365.

(M) A statement certifying that proposer has at least 3 years' experience providing similar online services to third parties. Examples could include web hosting, IAAS, PAAS, SAAS, etc.

(M) A statement certifying that Respondent has provided at least five (5) completed references. These customers are to be identified in detail in section 5.1.1.2.

(M) A statement that the Respondent has provided Financial information as detailed in section 5.1.1.3.

(M) A statement that the respondent has or will provide a Website for all contracted services for agencies with pricing and provisioning capabilities.

(M) A statement that service level and warranty information has been provided for respondent's Cloud Hosting Services.

(M) A statement that the Cloud Service provider's hosting environment will meet customer security requirements as specified in the RFP and as expressed within customer agency Participating Addendum.

(M) A statement that the respondent meets State of Utah insurance requirements. (Other Participating States may identify different insurance requirements during the participating addendum process.)

(M) A statement, that unless otherwise noted on an order, that the Contracted Supplier or its authorized contractor will comply with 24X365 Provisioning requirements.

(M) A statement that the Contracted Supplier shall provide a Contract Administrator to manage compliance with the scope and terms and conditions for this contract.

(M) A statement that the respondent has the ability to comply with the stated customer service requirements.

(M) A statement that a detailed cost proposal has been provided for respondent services compliant with RFP requirements.

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1 above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed

by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

8. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

9. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

15. TAXES: Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

16. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies

available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

17. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

18. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

19. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

20. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

21. REPORTS AND FEES: The Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for the amount listed in the solicitation (net of any returns, credits, or adjustments) under this Contract for the period. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.

22. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

23. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.

24. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

25. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

26. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated

Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

27. MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS: Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.

28. BID/PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in bid/proposal preparation.

29. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

30. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

31. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

32. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future bid/proposal solicitations.

33. FORCE MAJEURE: Neither party to this contract will 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 STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

34. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

35. NON-COLLUSION: By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

36. PUBLIC INFORMATION: Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

37. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

38. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless

otherwise requested in this solicitation.

39. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:

1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

40. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

41. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State

Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 28 June 2011

WSCA Public Cloud Hosting Services PR12063**Special Terms and Conditions**

Attached are terms and conditions which the listed state will want included in its Participating Addendum after the responses have been evaluated and the contracts awarded. If you intend to do business with the listed state, those are the terms and conditions you need to be prepared to work with for that state. THESE ARE NOT terms and conditions for the Master Price Agreement you will execute with the lead state (Utah) if you are awarded a contract, those are included in the main document.

RFP ATTACHMENT
COLORADO UNIQUE TERMS AND CONDITIONS

Colorado

Participating Addendum Execution

Orders may not be placed by Purchasing Entities in Colorado until execution of a Participating Addendum. In addition to terms that may be necessary to adopt this award to orders placed in Colorado, the following terms and conditions shall be included.

CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial

RFP ATTACHMENT
COLORADO UNIQUE TERMS AND CONDITIONS

Colorado

interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in Section B Contractors - Subcontractors with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and

RFP ATTACHMENT
COLORADO UNIQUE TERMS AND CONDITIONS

Colorado

advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with the Notices and Representatives provision within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this Section.

Delaware Specific Terms and Conditions

a) **NON-PERFORMANCE**

In the event the Contractor does not fulfill its obligations under the terms and conditions of this agreement, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the Master Price Agreement and the price of open market product shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event open market products can be obtained below contract cost. Any monies charged to the Contractor may be deducted from an open invoice

b) **ORDERING PROCEDURE:**

The Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. All correspondence shall reference the Master Price Agreement Number. The Contractor, its subcontractor(s) or assignee(s) must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State of Delaware's option, without imposing any additional fees, costs or conditions.

c) **DELAWARE ECONOMIC IMPACT:**

Each awarded vendor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted before the end of the third month after the close of the vendor's fiscal year. The following basic information is required under this agreement:

- # of Delaware Locations
- # of Delaware Employees
- Taxes, licenses & Fees Paid to Delaware
 - This may be payroll, franchise, service taxes, etc.
- Major Delaware Investments/ Partnerships
 - Amount paid to Major partners or Suppliers in Delaware
 - Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 - Rent to Delaware Locations or value of Delaware real property
 - Utility Expenses paid to Delaware utilities

The report shall be submitted to the State Point of Contact

d) **BILLING:**

The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide The Master Price Agreement Number, ship to and bill to address, contact name and phone number.

e) **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

f) **TERMINATION OF P.O.'s:**

Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this addendum, the State of Delaware shall have the right to terminate the P. O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Participating Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Participating Entity.

Termination for Convenience - The State of Delaware may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Participating Entity.

g) **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the term of this agreement, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project.

h) **TERMINATION OF CONTRACT:**

Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this agreement after the Contractor has been given due written notification and a thirty (30) day cure period to remedy any such failure, or if the Contractor violates any of the covenants, agreements, or stipulations of this agreement, the State of Delaware shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the

Contractor under this agreement shall, at the option of the Participating Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Participating Entity.

Termination for Convenience - The State of Delaware may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Participating Entity, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Participating Entity.

i) **REMEDIES:**

Except as otherwise provided in this Participating Addendum, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

j) **CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT:**

The Contractor shall provide a manned emergency group with established emergency processes and procedures available at an 800 number that can be contacted twenty-four (24) hours a day, seven (7) days a week for response in the event of a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the State of Delaware Emergency Operations Plan.

k) **PAYMENT OF TAXES:**

The State of Delaware is tax exempt. Payments of taxes for any money received by the Contractor under this agreement shall be the Contractor's sole responsibility. If any Participating Entity authorized to purchase under this agreement is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Participating Entity to the extent of any tax liability assessed.

l) **NON-APPROPRIATION:**

In the event the General Assembly of Delaware fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State of Delaware requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

m) **SOVEREIGN IMMUNITY:**

The State of Delaware does not waive its sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

n) **ANTITRUST:**

By entering into a Contract, the Contractor agrees to consider, in the Contractor's Discretion, all causes of action it may now have or hereafter acquire under the antitrust Laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State of Delaware under said contract. For any Cause of action taken herein by Contractor, the State of Delaware, at the State of Delaware's Discretion, may participate in any such action. In the event that Contractor desires to participate in such action; the Contractor shall not oppose the State's request to join such action so long as the interests/positions of the State of Delaware are not adverse to the interests/positions on the Contractor.

o) **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees.

p) **MANDATORY USAGE REPORTING:**

A Usage Report (Attachment A) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment A) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment B.

2nd tier reports (Attachment B) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of

March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

q) **DOCUMENT(S) EXECUTION:**

The awarded vendor(s) is required to complete the new **W-9** Form by visiting the Delaware Division of Accounting's Website: <http://accounting.delaware.gov>.



**State of Oklahoma
Office of State Finance
Information Services Division**

Solicitation

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written modification to a contract.
- A.1.3. "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9. "COTS" means Commercial off the Shelf.
- A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.13. "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.14. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.15. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.16. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.17. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.18. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of State Finance.
- A.1.19. "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.20. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.21. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

- A.2.1. Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE

DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Pencil bids and pencil corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5. All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Central Purchasing Rules, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.
- A.3.3. It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

If the offeror needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

By submitting an offer to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Offer

Offers received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.9.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.10.2. Offerors guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.
- A.10.4. All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Manufacturers' Name And Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.13. Rejection of Offer

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:16-7-32(h).

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.14. Award of Contract

- A.14.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.14.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.14.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.15. Contract Modification

- A.15.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.15.2. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of State Finance in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.17. Invoicing and Payment

- A.17.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.19.2. The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1. The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.23.2. The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.23.3. If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1. The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.24.2. If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.25. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.26. Employment Relationship

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting contract are not employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

A.27. Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance With Applicable Laws

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

Information Technology Solicitation Package

A.29. Gratuities

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.30. Preclusion From Resulting Contracts

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.31. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.31.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.31.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.31.4. Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.32. Background Checks and Verifications

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

A.33. Confidentiality

- A.33.1. Pursuant to Title 62 O. S. §34.12.(C.). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- A.33.2. The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.33.3. The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.34. Unauthorized Obligations

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

A.35. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d. and OAC 580:16-7-56 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing

certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

A.36. Patents and Copyrights

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

A.36.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

A.36.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.37. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.37.1. Equal Opportunity and Discrimination

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.37.2. Lobbying

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.37.3. Drug-Free Workplace

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.37.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.38. Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

A.39. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.40. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.41. Licensed Software

- A.41.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.
- A.41.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.42. Contract

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded.

A.43. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

A.44. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.45. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.45.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.
- A.45.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.
- A.45.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs,

there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.45.4. The State of Oklahoma IT Security Policies may be found at:

<http://www.ok.gov/OSF/documents/InfoSecPPG.pdf>

A.46. Offshore Services

No offshore services are provided for under the resulting contract.

A.47. Failure To Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.48. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.49. Compliance With Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.50. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.51. Ownership Rights

- a) It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- b) Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.52. Right of Use

- a) The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
- b) In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- c) Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.53. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.53.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;

- b) An assignment by the contractor for the benefit of its creditors;
- c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
- f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
- g) The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

A.53.2. As used in this section:

- a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
- b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.54. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing.

A.55. Performance and Upgrades

Offeror shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If offeror does not plan recommended or projected system upgrades, the offeror shall provide documentation in the offer that the offeror plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

A.56. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.57. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.58. Mandatory and Non-Mandatory Terms

- A.58.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.
- A.58.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.59. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

Question and Answers for Bid #PR12063 - WSCA POSTING Public Cloud Hosting Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

ADDENDUM #1

Intent to participate forms were uploaded for the following states:
Connecticut, Arizona, and Vermont,

Special Terms and Conditions were uploaded for the following states:
Arizona, Delaware, Colorado, Oklahoma, and Vermont

ADDENDUM #2

Administrative Fee

The awarded offeror will remit to WSCA a contract administration fee in the amount of one-half of one percent (.5%) of the total sales from this contract.

The pricing listed on the proposal shall include the WSCA administrative fee.
ADMINISTRATIVE FEES SHALL NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.

A statement verifying the total sales amount for all Participating States must accompany the remittance. This remittance is due to WSCA no later than 45 days after the last day of each calendar quarter.

In addition to the WSCA contract administration fee as stated above, some Participating States may also require an administrative fee. Specific State Administrative Fees may be added to the price of each item. This remittance is due to the individual state no later than 45 days after the last day of each calendar quarter.

PR12063 ADDENDUM # 3

Glossary: P. 18 change to:

Volume Discount: A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of service products to be delivered at one time or over a specified period.

P. 19 Delete the following sentence:

Respondents are required to complete PR12063 Appendix C Acceptance Document Section 3 tab in reference to the following manufacturer and contractor requirements.

P. 21 Delete the following paragraph:

Your proposal will be evaluated on the following items. All Respondents are required to submit a completed PR12063 Appendix C Acceptance Document Section 4 tab in response to the following questions. Provide answers in the 'Answer' column or provide the specific location in the proposal (page number) where the information can be found in the corresponding column. If the line item on the Acceptance Document states 'Complete Section 4 Supplement' you will be required to provide additional information in the format provided. All fields must be completed in the format provided.

p. 21 Delete the following sentence:

Respondents shall not change the format of PR12063 Appendix C Acceptance Document.

P. 23 Delete the following sentences.

Provide an Authorized Contractor List on PR12063 Appendix C Acceptance Document Section 4 Supplement in the format provided.

Respondents are required to complete PR12063 Appendix C Acceptance Document Section 5 tab in reference to Section 5 Service Offering Qualifications.

P. 25 Renumber the following items sequentially:

5.2.1.1.23 (DR) Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

5.2.1.1.34 (DR) Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

5.2.1.1.4/5 (DR) Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

P. 27 Delete "and" and add "or":

5.2.1.6.3 (M) Ability to provide IaaS, PaaS, and or SaaS services as defined service offerings with established rate structures.

p.27 Add the following requirement to section 5.2.1.6 Hosting and Provisioning:

5.2.1.6.4 (M) Ability to provide virtual machines that are capable of housing relational databases such as Oracle, SQL Server, Postgres SQL, etc. Specify supported relational and non-relational database environments.

PR12063 Amendment 3

December 21, 2011

P. 30 delete the following sentence:

6. Point of Contact Resume required in Section 4.6 g.

ADDENDUM #4

Q&A Document was uploaded to BidSync – Q&A document can be found as a separate document.

ADDENDUM #5

CLARIFICATION FOR PROPOSAL SUBMITTAL ADDRESSES FOR CORE TEAM MEMBERS.

SEND PROPOSALS REQUIREMENTS ONLY TO

Colorado, Montana, Oregon, Utah Members

1.6 Proposal Submittal

Offers must be received, according to instructions, by the posted due date and time. Offers received after the deadline will be non-responsive.

The preferred method of submitting your original ‘master’ proposal packet is electronically in Microsoft Word and Excel through BidSync, or you may mail or drop off your hard copies to the address noted in Section 1.5 of this RFP on or before the due date and time. The original ‘master’ proposal packet shall include a separate document or sealed envelope labeled PR12063 Cost Schedule’ that contains the pricing document. Please note that the State of Utah Division of Purchasing office is closed on Saturday and Sunday and therefore does not accept deliveries on those days.

In addition to the original ‘master’ proposal packet submission, Respondents are required to send one (1) hard copy and one (1) electronic version (Microsoft Word and Excel) of the complete proposal, excluding pricing information, to each of the evaluation team members listed below. Each proposal packet shall be marked with the solicitation number and be in accordance with the

submittal requirements. The original 'master' sent to the WSCA Master Agreement Administrator identified in Section 1.5 of this RFP will prevail in resolving any discrepancies.

Table 1. State Participants

Colorado (Core) Montana (Core)

Pete VanRonk Rick Dorvall

Office of Information Technology State Procurement Bureau, Dept. of Administration

601 E. 18th Ave Room 165 Mitchell Building

Denver Colorado 80202 125 North Roberts Street

PO Box 200135

Helena, MT 59620-0135

Oregon (Core) Utah (Lead)

Lori Nordlien, Procurement Analyst Pam Rugg

State of Oregon, Dept. of Administrative Services State of Utah Purchasing and General Services

State Services Division, State Procurement Office 3150 State Office Building

1225 Ferry Street NE Capitol Hill

Salem, OR 97301 PO Box 141061

Salt Lake City, UT 84114