



The State of Utah
Division of Purchasing

In conjunction with



Request for Proposals

Utah Solicitation Number SK18008

NASPO ValuePoint Master Agreement for

Cloud Solutions

April 2, 2018

1 RFP Administrative Information

RFP Title:	Cloud Solutions
RFP Project Description:	The State of Utah, in conjunction with NASPO ValuePoint, is seeking Contract Vendor(s) to provide cloud solutions as described in the RFP.
RFP Lead:	Solomon Kingston, State Contract Analyst State of Utah, Division of Purchasing skingston@utah.gov (801) 538-3228
<p>Accessing RFP: This Cloud Solutions RFP, as may be amended, may be publicly accessed electronically via Utah’s eProcurement system SciQuest (the Utah Public Procurement Place) here: http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah</p> <p>From the above link type “SK18008” into the search bar, and click the search icon. The Cloud Solutions posting will appear. From the search results you may select “View as PDF” to view the current RFP, or select “Respond Now” to begin submitting your response.</p> <p>Electronic Submission Required Proposals must be submitted electronically via SciQuest (the Utah Public Procurement Place) here: http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah</p> <p>From the above link type “SK18008” into the search bar, and click the search icon. The Cloud Solutions posting will appear. From the search results select “Respond Now”. After logging in, you will then have the option to upload your response documents. Hard copy submissions will not be accepted.</p>	
Question and Answer Period:	April 2, 2018 8am MT to May 10, 2018 3pm MT
RFP Closing Date:	June 21, 2018 at 3pm MT
Initial Term of Master Agreement and Renewals:	The term of the Master Agreements awarded under this solicitation will run from contract execution to September 15, 2026. The awarded Master Agreements will all expire on September 15, 2026.
<p>TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES, INCLUDING THE STATE OF UTAH, MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.</p> <p>The Request for Proposal contains the following Attachments and Exhibits: Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions Exhibit 1 to Attachment A: Software-as-a-Service Terms and Conditions Exhibit 2 to Attachment A: Platform-as-a-Service Terms and Conditions Exhibit 3 to Attachment A: Infrastructure-as-a-Service Terms and Conditions Attachment B: Explanation Cloud Security Alliance Questionnaires</p>	

Exhibit 1 to Attachment B: Consensus Assessments Initiative Questionnaire

Exhibit 2 to Attachment B: Cloud Controls Matrix

Attachment C: NIST Service Models

Attachment D: Scope of Services

Attachment E: Intent to Participate & State-specific terms and conditions

Attachment F: Cost Proposal Form

Attachment G: Identification of Service Models

Attachment H: Cloud NASPO ValuePoint Detailed Sales Report Template

Attachment I: Cloud Offerings Search Tool Template

Attachment J: Claim of Business Confidentiality Form

Attachment K: Interactive Scorecard

This Request for Proposals (“RFP”), having been determined to be the appropriate procurement method to provide the best value to the State of Utah Division of Purchasing, is designed to provide interested Offerors with sufficient basic information to submit proposals. It is not intended to limit a proposal's content or exclude any relevant or essential data or information. Offerors are at liberty and are encouraged to expand upon the specifications to evidence capability to provide the cloud solutions requested in the RFP. The RFP is issued in accordance with State of Utah Procurement Code, Utah Code Annotated (UCA) Chapter 63G-6a, and applicable Rules found in the Utah Administrative Code (UAC). If any provision of this RFP conflicts with the UCA or UAC, the UCA or UAC will take precedence

2 GENERAL INFORMATION

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

2.1 PURPOSE

The State of Utah, Division of Purchasing (Lead State) is requesting proposals for cloud solutions in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified Offerors to provide services related to cloud solutions for all Participating Entities.

As provided in Section 2.8 of the original CH16012 Cloud Solutions RFP, this SK18008 Cloud Solutions RFP is a re-issue of the CH16012 solicitation to solicit new vendors that can provide additional Cloud Solutions to Participating Entities and Purchasing Entities. Contractor’s listed on the NASPO ValuePoint website here: <http://naspovaluepoint.org/#/contract-details/71/contractors>, who already hold a Cloud Solutions master agreement, need not respond to this RFP to maintain their existing master agreement. Nonetheless, existing master agreement holders may elect to respond to this RFP in the event they are seeking to qualify for an award in a category (i.e., SaaS) for which they were not previously qualified/awarded. Lastly, service line additions and updates by existing Contractors to categories already within the Contractor’s awarded scope are to be updated pursuant to section 2.12.

The objective of this RFP is to obtain best value, and achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be ten (10) years with no renewal provisions; however, Contract Vendors must submit an annual certification that they are still compliant with the mandatory minimum requirements and technical specification of the RFP.

Each state, territory, and participating entity is unique in how they currently employ cloud solutions; some are utilizing cloud solutions to augment services that their technology departments provide to end users and some have not entered the realm of outsourcing technical solutions to cloud solutions providers. This cooperative procurement effort’s objective is to provide states, territories, and their authorized political subdivisions with high quality cloud based

service providers that have the ability to provide a menu of cloud solutions offerings that will ultimately increase the technology department's overall efficiency, reduce costs, improve operational scalability, provide business continuity, increase collaboration efficiencies, and allow for expanded flexibility in work practices and system improvements.

The resulting Master Agreement contract(s) will provide Participating Entities with access to technical capabilities that run in cloud environments and meet the NIST Essential Characteristics. Sub-categories in scope are the three NIST Service Models, Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS).

The awarded contracts will allow Participating Entities to choose cloud solutions that meet the following descriptions:

- Commercially available cloud computing services
- Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing
- Open to all deployment models (private, public, community or hybrid), vendors specify deployment models

2.2 LEAD STATE

The State of Utah Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is SK18008. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

2.3 DEFINITIONS

The following definitions apply to the RFP. **Attachment A** contains the definitions of terms used in the NASPO ValuePoint Master Agreement Terms and Conditions. **Attachment D**, the Scope of Services, contains the definitions for the Service Models, Deployment Models and the NIST Essential Characteristics.

Contract Vendor means the Offeror awarded a Master Agreement by the Lead State. The Contract Vendor is the party responsible for delivering the Offerings under the terms and conditions set forth in the Master Agreement.

Eligible Users means every agency, political subdivision, or nonprofit that has the statutory authority to purchase from state cooperative contracts established by a Participating Entity to qualify for the cloud solutions described in the RFP. The Participating Entity will have sole discretion to determine who qualifies as an Eligible User.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Solutions under this Master Agreement and billing Customers directly for such Solutions. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

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

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

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

Participating Addendum means a written statement of agreement signed by the Contract Vendor and a Participating State or Participating Entity that clarifies the operation of the Master Agreement for the Participating Entity (e.g. ordering procedures specific to Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participating Entity's willingness to purchase and the Contract Vendor's willingness to provide Offerings under the terms and conditions of the Master Agreement with any and all exceptions noted and agreed upon.

Participating State or Participating Entity means States (or other authorized public entities) that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

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

Purchasing Entity means any end-user in a Participating State (or other Participating Entity) that is eligible to use the Master Agreement(s) through the Participating Addendum.

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

Services, Solutions or Offerings means deployment models (e.g. private, public, community, or hybrid) or the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof), that most closely describes the Offeror's offering for the RFP.

Subcontractor means any organization, whether designated as a subcontractor, fulfillment partner, reseller, etc., that will assist an Offeror to provide an Offering if awarded a Master Agreement.

2.4 **NASPO VALUEPOINT BACKGROUND INFORMATION**

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

as assigned by the Lead State.

2.5 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in the RFP as potential participating entities on the resulting Master Agreement: **See Attachment E**. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in **Attachment E**, and/or may be incorporated into the Participating Addendum after award.

Additional States may be added with the consent of the awarded Contract Vendor and the Lead State (on behalf of NASPO ValuePoint) through execution of a Participating Addendum.

2.6 ANTICIPATED USAGE

This is still a fairly new portfolio for the Lead State and NASPO ValuePoint. Therefore, only one year of spend data is available for the 2017 calendar year, which is \$17,631,924.57. Usage will be dependent on the needs of each Participating Entity. No minimum or maximum level of sales volume is guaranteed or implied in awarded Master Agreements awarded under the RFP.

2.7 TERMS AND CONDITIONS GOVERNING SOLICITATION AND RESULTING AGREEMENTS

2.7.1 Solicitation

The solicitation consists of the RFP document, including all Exhibits and Attachments listed on SciQuest.

2.7.2 Master Agreement

The Master Agreement(s) awarded from this RFP will consist of the negotiated Master Agreement Terms and Conditions, the relevant Scope of Services, the Offeror's Cost Proposal form, and the winning Offeror's Proposal as revised (if permitted) and accepted by the Lead State.

2.7.3 Participating Addenda

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

2.8 Contract Award

It is anticipated that the RFP will result in multiple contract awards established by the multiple award methodology.

The multiple award methodology: All offerors that meet/exceed the technical minimum scoring thresholds and all solicitation minimum requirements will be eligible for award - subject to successful terms and conditions negotiations. Participating entities considering execution of Participating Addenda through informal competitions, and Eligible Users may base their "best value" selection of the offeror whose qualifications best meet their needs after reviewing qualifications outlined in the offeror's proposal and considering other information in the solicitation process relevant to their determination of best value (such as the proposals and evaluations).

The awarded Master Agreement(s) may be modified as a result of technological upgrades for the procurement item(s). Any modification for upgraded technology must be substantially within the scope of the original procurement or contract, and if both parties agree to the modification, then the contract may be modified, but it may not be extended beyond the term of the original awarded contract unless otherwise permitted by law. The awarded contract(s) may be modified by the Lead State for new technology related to the procurement item(s).

Open-Ended Procurement: Pursuant to Part 4 and 7 of the Utah Procurement Code, it is the intent of the RFP to be for ten years with recertification of the Contract Vendors on an annual basis, as required by Section 5.6. A Contract Vendor's failure to recertify will result in the termination of its Master Agreement. Participating Addenda may specify shorter terms to comply with Participating Entity laws.

In addition, on a biennial basis the Lead State may re-issue a solicitation, using this RFP document, to solicit new vendors that can provide additional Cloud Solutions to Participating Entities and Purchasing Entities ("Cloud Solutions Refresh"). The determination to conduct a Cloud Solutions Refresh is solely reserved to the Lead State's determination.

2.9 Scope of Services

The Scope of Services is provided in **Attachment D**. To meet the requirements of many of the Participating Entities the Scope of Services was modeled after NIST, including any definitions, security controls, and mechanisms for implementation. Participating Entities may have to modify definitions and terms in order to comply with federal, state, and local laws, regulations, and guidelines. Proposals should demonstrate their compliance with the standards set forth in **Attachment D**.

2.10 Choice of Law, Solicitation Jurisdiction, and Venue

The provisions of the RFP and all matters, including any dispute or protest, in regard to the RFP that occur prior to the full execution of any contract resulting from the RFP, 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 the RFP or any matter related thereto prior to the full execution of the awarded contract(s). Venue for said dispute or protest shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. The provisions of the Utah Procurement Code, Title 63G, Chapter 6a, and Utah Administrative Code Rules R33 must be met in regard to any protest. The substantially successful party, including any intervening parties, shall be entitled to their reasonable attorney fees and costs being paid by the substantially unsuccessful party(ies). This paragraph shall not supersede any provision related to a purchasing entity outside the State of Utah.

2.11 Other Value-Added Services

Offerors may propose other Value-Added Services in their response. Such services from an awarded Offeror, if consistent with this Scope of Services, recommended by the Evaluation Team, and accepted by the Lead State, would be added to the final awarded contract.

2.12 Service Line Additions and Updates

During the term of the Master Agreement(s), Offerors may update the awarded Solutions as services are introduced or removed from the Offeror's offerings. Any new services that are

introduced must meet the minimum specifications and terms and conditions outlined in the resulting master agreement and in the Offeror's response to this solicitation. New additions with accompanying terms and conditions may not diminish or weaken existing terms and conditions in the judgment of the State of Utah (lead state). Pricing must utilize the same pricing structure as was used for services falling into the same service category. The same minimum discount prices identified on Offeror's cost proposal will apply to the new solutions and services.

2.13 Additional Sources

In the best interest of the states involved, NASPO ValuePoint, Participating States, and Purchasing Entities reserve the right to competitively solicit additional sources for these commodities during the contract term. Further, Participating States may have existing awards for commodities with the scope of the RFP.

2.14 NASPO ValuePoint eMarket Center

The awarded cloud service contractors will not have any type of catalog within the eMarket Center, but they will have Ordering Instructions. These instructions provide visibility to the contractor within the eMarket Center as well as provide information about the contractor and how to order directly from the contractor, outside of the eMarket Center.

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

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

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

3 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

3.1 QUESTION AND ANSWER PERIOD

All questions MUST be submitted through SCIQUEST (www.bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah.com) during the designated time for questions ("Q&A period") listed on SciQuest. Questions submitted through any other channel will not be answered. Questions may be answered in the order that they are submitted or may be compiled into one document and answered via an addendum. Answers disseminated by the State through the SciQuest system shall serve as the official and binding position of the State and will constitute an addendum to this RFP.

Questions, exceptions, or notification to the State of any ambiguity, inconsistency, excessively restrictive requirement, or error in this RFP, MUST be submitted as a question through SciQuest during the Q&A period.

Questions may be answered individually or may be compiled into one document. Questions may also be answered via addenda. An answered question or addenda may modify the specification or requirements of this RFP. Answered questions and addendums will be posted on SciQuest. Offerors should periodically check SciQuest for answered questions and addendums before the closing date. It is the responsibility of the Offerors to submit their proposal as required by this RFP, including any requirements contained in an answered question and/or addendums.

Exceptions to scope/content of the RFP within an Offeror's proposal that have not been previously addressed within the Q&A period of the procurement are not allowed and may result in the Offeror's proposal being considered non-responsive.

3.2 ADDENDUMS

Offerors are encouraged to periodically check SciQuest for posted questions, answers and addendums. Offerors will not be notified by the Lead State or SciQuest for each addendum issued under the RFP.

Any modification to this procurement will be made by addendum issued by the Lead State. Addendums to the RFP may be made for the purpose of making changes to: the scope of work, the schedule, the qualification requirements, the criteria, the weighting, or other requirements of the RFP.

After the due date and time for submitting a proposal to the RFP, at the discretion of the Lead State, addenda to the RFP may be limited to the Offerors that have submitted proposals, provided the addenda does not make a substantial change to the RFP that likely would have impacted the number of Offerors responding to the original publication of the RFP, in the opinion of the Lead State.

Authorized and properly issued addenda shall constitute the official and binding position of the State.

Any response to the RFP which has as its basis any communications or information received from sources other than the RFP or related addenda may be considered non-responsive and be rejected at the sole discretion of the State.

3.3 RESTRICTIONS ON COMMUNICATIONS

From the issue date of the RFP until the contract award(s), Offerors are prohibited from communications regarding the RFP with other Participating Entities EXCEPT the Lead State. Failure to comply with this requirement may result in disqualification.

3.4 Exceptions to RFP and NASPO ValuePoint Master Agreement Terms and Conditions

Any contract resulting from this RFP will include the NASPO ValuePoint Master Agreement Terms and Conditions (Master Agreement Terms and Conditions), Attachment A, including Exhibits to Attachment A.

Exceptions and/or additions to the Master Agreement Terms and Conditions and other requirements of this RFP are strongly discouraged. Any exception and/or addition regarding the **Master Agreement Terms and Conditions** must be made in the Offeror's proposal. **The Lead State will not consider proposed modifications and/or additions to the Master Agreement Terms and Conditions after the deadline for proposals.** Exceptions and/or additions regarding the Master Agreement Terms and Conditions or other RFP provisions must contain the following:

1. The rationale for the specific requirement being unacceptable to the Offeror submitting the exception and/or addition;
2. Recommended verbiage for the Lead State's consideration that is consistent in content, context, and form with the Master Agreement Terms and Conditions;
3. Explanation of how the Lead State's acceptance of the recommended verbiage is fair and equitable to both the Lead State, the Participating Entities, and to the Offeror submitting the modification and/or exception.

Offerors may not submit requests for exceptions and/or additions by reference to an Offeror's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Q&A period regarding the Master Agreement Terms and Conditions.

The Lead State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts; and to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel, including a Participating Entity.

For the RFP, the Lead State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the qualified Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed; however, all of the resulting Master Agreement(s) will terminate on the same date.

If negotiations are required, Offeror must provide all documents **in Microsoft Word format** for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

An award resulting from the RFP is subject to successful contract terms and conditions negotiation (if required). The Lead State, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of award to that Offeror.

3.5 PROPOSAL DUE DATE

Proposals must be received by the closing date and time as described on SciQuest. Proposals received after the deadline will not be accepted.

3.6 CANCELLATION OF PROCUREMENT

The RFP may be canceled at any time prior to award of the Master Agreement(s), if the Lead State determines such action to be in the collective best interests of potential Participating States.

3.7 GOVERNING LAWS AND REGULATIONS

The RFP is conducted by the Lead State, in accordance with its procurement code and applicable administrative rules, which can be found in Utah Code, Utah Administrative Code, and other policies, available at: <http://purchasing.utah.gov/>.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to the RFP, evaluation, and award shall be in Salt Lake County, Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in **Attachment A**.

3.8 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any Offering or combination of Offerings as specified in the solicitation or of any proposal.

3.9 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be submitted electronically, as described below.

Proposals must be submitted through SciQuest, the Lead State's eProcurement provider, at www.bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah.com

SciQuest.com. When submitting through SciQuest, **UPLOAD YOUR SEPARATE TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS.**

Electronic proposals may require uploading of electronic attachments. SciQuest will accept a wide variety of document types as attachments. However, the State is unable to view certain attachments. Therefore, **DO NOT** submit attachments that are embedded (zip files), movies, wmp, encrypted, or mp3 files. All attachments must be uploaded in SciQuest as separate files. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format).

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

If your proposal contains proprietary or confidential information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all proprietary or confidential information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Subsection 3.11, below) of all trade secret information which was removed or blacked out in the redacted copy.

3.10 SUBMISSION OF PROPOSAL

By submitting a proposal to the RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in the RFP are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of the RFP, excluding the Master Agreement Terms and Conditions contained in Attachment A, including the Exhibits to Attachment A, must be addressed within the Q&A period. The Offeror further acknowledges that it has read the RFP, along with the Exhibits, Attachments, and any attached or referenced documents, including the General Provisions.

All Proposals must be submitted in the following format. Offerors should title each document with the names listed below. Proposals may be submitted as one document with a separately attached Cost Proposal form or as individual documents. If an Offeror submits a redacted version of a document it should clearly label the document as redacted. Detailed information on submitting each of these sections is contained later sections of this RFP.

1. **Section Title: Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. See Section 5.4 of the RFP.
2. **Section Title: Mandatory Minimums:** This section should constitute the Offeror's point-by-point response to each item described in Section 5 of the RFP, except 5.1 (Signature Page) and 5.4 (Executive Summary). An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 5 of the RFP.
3. **Section Title: Business Profile:** This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.
4. **Section Title: Organization Profile:** This section should constitute the Offeror's response to the items described in Section 7 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 7 of the RFP.
5. **Section Title: Technical Response.** This section should constitute the Technical response of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

Offeror's should focus their proposals on the technical qualifications and capabilities

described in the RFP. Offerors should not include sales brochures as part of their response.

7. **Section Title: Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected Information section.

If there is no protected information, write “None” in this section.

Failure to comply with this Section and Section 3.13 of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

8. **Section Title: Exceptions and/or Additions to the Standard Terms and Conditions.** Proposed exceptions and/or additions to the Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror’s terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations.

If there are no exceptions or additions to the Master Agreement Terms and Conditions, write “None” in this section.

9. **Section Title: Cost Proposal.** Cost proposal will be evaluated independently from the technical proposal, pursuant to Utah Code Annotated (UCA) § 63G-6-707(5), and as such, must be submitted separate from the technical proposal. Failure to submit cost or pricing data separately may result in your proposal being judged as non-responsive and ineligible for contract award. Offeror’s cost proposal must include the items discussed in Section 9 of the RFP.

Cost will be evaluated independently from the Mandatory Minimum Requirements, and the Technical responses. Inclusion of any cost or pricing data within the Detailed Technical Proposal will result in the proposal being judged as non-responsive for violation of UCA § 63G-6a-707(5).

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed by the Lead State or NASPO ValuePoint.

3.11 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, 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, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified

in UCA § 63G-2-309 (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 UCA § 63G-2-309;

* * * * *

(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, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties, ...

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

Process for Requesting Non-Disclosure: Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

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 (UCA § 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of the record. The redacted copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality Form may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY", and if so identified, shall be considered non-responsive unless the Offeror removes the designation.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

The Lead State and NASPO ValuePoint are not liable or responsible for the disclosure of any confidential or proprietary information if the Offeror fails to follow the instructions of this section.

3.12 E-RATE

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

In order to participate in E-Rate Offerors must appear on the USAC website as those who have a Service Provider Identification Number or "SPIN."

4 EVALUATION AND AWARD

4.1 INITIAL REVIEW OF PROPOSALS

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

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

(M) means that the requirement is mandatory and a proposal must contain a response to that requirement; however, the proposal response is not evaluated. This is a pass/fail requirement as described in 4.3.1. The majority of these responses will require that the Offeror warrant or represent that it meets a certain requirement¹. Offerors are encouraged to demonstrate compliance with a mandatory minimum and to demonstrate that they meet or exceed to the requirement.

(ME) means that the requirement is both mandatory, as mentioned above will be reviewed in 4.3.1, and the proposal response will be evaluated and given a score under 4.3.2. If an Offeror’s proposal does not address the requirement then it will fail and therefore be disqualified.

(E) means that the proposal response will be evaluated as described in 4.3.2.

4.2 EVALUATION PROCESS

In responding to this RFP, Offerors must identify and describe all of the Solutions that are contained in their proposals.

4.2.1 In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Mandatory and scored on a pass/fail basis. A “Fail” will result in a proposal being deemed non-responsive and, therefore, will be disqualified. Failure to provide a response to each Mandatory requirement where indicated will result in disqualification.

Non-responsive proposals not conforming to the RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration. The Offerors that meet the requirements and meet the mandatory minimum requirements will move on to the technical evaluation of their proposals.

<u>Mandatory Minimum Requirements</u>	<u>RFP Section</u>	<u>Pass/Fail</u>
Cover Letter	5.1	Pass/Fail
Executive Summary	5.2	Pass/Fail
General Requirements	5.3	Pass/Fail
Re-Certification	5.4	Pass/Fail
Business Profile	6.1	Pass/Fail

¹ The Lead State reserves the right to verify that an Offeror’s proposal meets the mandatory requirement.

Scope of Experience	6.2	Pass/Fail
Financials	6.3	Pass/Fail
Contract Manager	7.1	Pass/Fail
Cost Proposal Submitted	9.1	Pass/Fail

4.2.2 Evaluation of the Proposals will be evaluated and scored by an Evaluation Committee. It is anticipated that several Evaluation Committees will be established in order to evaluate all of the proposals in a reasonable amount of time. Proposals will be scored on the following evaluation criteria:

<u>Evaluation Criteria</u>	<u>RFP Section</u>	<u>Points Possible</u>
BUSINESS INFORMATION	6	
Business Profile	6.1	25.0
Scope of Experience	6.2	25.0
General Information	6.4	25.0
Billing and Pricing Practices	6.5	25.0
Best Practices	6.6	25.0
ORGANIZATION AND STAFFING	7	
Contract Manager	7.1	25.0
TECHNICAL REQUIREMENTS	8	
Technical Requirements	8.1	50.0
Subcontractors	8.2	50.0
Working with Purchasing Entities	8.3	50.0
Customer Service	8.4	50.0
Security of Information	8.5	50.0
Privacy and Security	8.6	50.0
Migration and Redeployment Plan	8.7	50.0
Service or Data Recovery	8.8	50.0
Data Protection	8.9	50.0
Service Level Agreements	8.10	50.0
Data Disposal	8.11	50.0
Performance Measures and Reporting	8.12	50.0
Cloud Security Alliance	8.13	50.0
Service Provisioning	8.14	50.0
Back up and Disaster Plan	8.15	50.0
Hosting and Provisioning	8.16	50.0
Trial and Testing Periods	8.17	50.0
Integration and Customization	8.18	50.0
Marketing Plan	8.19	50.0
Value-Added Services	8.20	50.0
Supporting Infrastructure	8.21	50.0

Offerors must receive a minimum score of seventy percent (70%) of the total possible technical points in order to continue to the scoring the cost proposals. Offerors with a score of less than seventy percent (70%) of the total possible technical points will be deemed non-responsive and ineligible for further consideration. If an Offeror

demonstrates that an evaluation criteria is not applicable to its Offering then those points will be deducted from that Offerors total possible points. *For example if an Offeror demonstrates that the evaluation criteria for Privacy and Security in Section 8.6 of this RFP is not applicable to its proposal then 50 points will be removed from that Offeror's total possible points (from 1325 to 1275). The Lead State reserves the right to determine whether an evaluation criteria applies to a proposal.*

Offerors that achieve minimum score threshold of seventy percent (70%) of the total technical possible points, will proceed to the Cost Proposal Evaluation. The evaluation score sheet has been attached to this RFP. The attached evaluation score sheet states the relative weight that will be given to each evaluation criteria.

Each committee member shall independently read and score each proposal based on the technical non-price criteria set forth in the RFP to assess the completeness, quality, and desirability of each proposal. The Evaluation Committee will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores. Each proposal will be evaluated and scored by at least three evaluation committee members.

To clarify, an Offeror's Cloud Solutions (SaaS, IaaS, or PaaS) are not being tested or demonstrated during the technical response; proposals are only being evaluated by the criteria described in the RFP. However, Purchasing Entities in making a "best value" determination may request a test or demonstration of an Offeror's Solution. *To help in the evaluation process Offerors should not include sales brochures as part of their proposals.*

- 4.2.3 Cost Proposal Evaluation. Cost proposals will be opened only after the technical Evaluation of Proposals has been completed. Offerors offering no minimum discount (or 0%) off MSRP for a given service model (SaaS, IaaS, or PaaS) will be deemed non-responsive to that service model (category). Further, Costs proposed for the SaaS, IaaS, and PaaS categories will be evaluated and scored independently of each other, as provided within Attachment F.

A total of 133.3 points are available for the cost proposal evaluation of each category (service model). The Offeror with the highest proposed minimum discount % for the given category (SaaS, IaaS, or PaaS) will receive 100% of the cost points possible for that category. All other Offerors will receive a percentage of the cost points possible based on the percentage by which their proposed discount % is lower than the highest discount % in the given category. The formula to compute cost points is: (Maximum Proposed % / Proposed Price) * Total Cost Points Available.

4.3 AWARD OF MASTER AGREEMENT(S)

Award shall be made to the responsive responsible Offeror(s) whose proposal(s) receive the minimum point thresholds, provides a Cost Proposal form as described in Section 4.2.3 and 9, and achieves a minimum of 900.0 total combined points (technical points + cost points). The Lead State anticipates awarding multiple Master Agreements. The award of Master Agreement(s) will be made without regard to any preference for Utah suppliers. Participating Entities, including the State of Utah, may take local preferences into consideration when determining if they will enter

into a Participating Addendum with a Contract Vendor to which a Master Agreement has been awarded.

4.4 NOTICE OF INTENT TO AWARD

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

4.5 PROTEST PROCESSES

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at <http://le.utah.gov/xcode/Title63G/Chapter6a/63G-6a-S1601.html> and <http://www.rules.utah.gov/publicat/code/r033/r033-016.htm> for available protest processes.

4.6 PUBLICIZING AWARD(S)

The Lead State shall, on the next business day after the award of a contract(s) is announced, make available to each Offeror and to the public a written statement that includes:

- (a) the name of the offeror to which the contract is awarded and the total score awarded by the evaluation committee to that offeror;
- (b) the justification statement under UCA § 63G-6a-708, including any required cost-benefit analysis; and
- (c) the total score awarded by the evaluation committee to each offeror to which the contract is not awarded, without identifying which offeror received which score.

5 MANDATORY MINIMUM REQUIREMENTS

If applicable to an Offeror's Solution, an Offeror must provide a point by point responses to each mandatory minimum requirement. If a mandatory minimum requirement is not applicable to an Offeror's Solution then the Offeror must explain why the mandatory minimum requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

5.1 (M) COVER LETTER

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

- 5.1.1 A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.
- 5.1.2 A statement naming the firms and/or staff responsible for writing the proposal.
- 5.1.3 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
- 5.1.4 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.
- 5.1.5 A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See **Attachment C** for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, **Attachment D**. *Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See Attachment G.*
- 5.1.6 A statement identifying the data risk categories that the Offeror is capable of storing and securing. See **Attachment D** and **Attachment G**.

5.2 (M) EXECUTIVE SUMMARY

Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

5.3 (M) GENERAL REQUIREMENTS

- 5.3.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.
- 5.3.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

- 5.3.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment². Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), **Exhibit 1 to Attachment B**, or submit a report documenting compliance with Cloud Controls Matrix (CCM), **Exhibit 2 to Attachment B**. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both exhibits to Attachment B.
- 5.3.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement³, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.
- 5.3.5 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

5.4 RECERTIFICATION OF MANDATORY MINIMUMS AND TECHNICAL SPECIFICATIONS

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

² CSA STAR Self-Assessment documents the security controls provided by an Offeror's offerings, thereby helping Purchasing Entities assess the security of an Offeror, if awarded a Master Agreement, they currently use or are considering using.

³ SLAs can vary depending on the cloud service being procured as well as the individual ordering activity, and the Lead State does not expect to require a single SLA to all cloud solutions being proposed under the RFP. Additionally, by submitting a sample the Lead State does not agree to its terms and you understand that a Purchasing Entity may revise the SLA to conform to the requirements of its laws.

6 BUSINESS INFORMATION

6.1 (M)(E) BUSINESS PROFILE

Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. **Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.**

6.2 (M)(E) SCOPE OF EXPERIENCE

Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the Offeror provided Solutions identical or very similar to those required by this RFP. Government experience is preferred.

6.3 (M) FINANCIALS

Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 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. If a government entity is bidding on this RFP, a D&B credit rating and number is not required for the government entity.

6.4 (E) GENERAL INFORMATION

6.4.1 Provide any pertinent general information about the depth and breadth of your Solutions and their overall use and acceptance in the cloud marketplace.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

6.5 (E) BILLING AND PRICING PRACTICES

DO NOT INCLUDE YOUR PRICING CATALOG, as part of your response to this question.

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

6.6 (E) BEST PRACTICES

Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

7 ORGANIZATION AND STAFFING

7.1 (ME) CONTRACT MANAGER

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. **The Contract Manager must have experience managing contracts for cloud solutions.**

- 7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.
- 7.1.2 **Describe in detail** the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. **Provide a detailed resume for the Contract Manager.**
- 7.1.3 **Describe in detail** the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

8 TECHNICAL REQUIREMENTS

If applicable to an Offeror's Solution, an Offeror must provide a point by point response to each technical requirement demonstrating its technical capabilities. If a technical requirement is not applicable to an Offeror's Solution then the Offeror must explain why the technical requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

8.1 (M)(E) TECHNICAL REQUIREMENTS

- 8.1.1 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the characteristics defined in [NIST Special Publication 800-145](#).
- 8.1.2 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of **Attachments C & D**.
- 8.1.3 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in **Attachment D**.

8.2 (E) SUBCONTRACTORS

- 8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.
- 8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.
- 8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

8.3 (E) WORKING WITH PURCHASING ENTITIES

- 8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:
 - Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;
 - Response times;
 - Processes and timelines;
 - Methods of communication and assistance; and
 - Other information vital to understanding the service you provide.
- 8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware,

software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

- 8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.
- 8.3.4 Offeror must describe whether or not its computer applications and Web sites are accessible to people with disabilities, and must comply with Participating Entity accessibility policies and the Americans with Disability Act, as applicable.
- 8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at a minimum.
- 8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.
- 8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.
- 8.3.8 The State of Utah expects Offeror to update the services periodically as technology changes. Offer must describe:
 - How Offeror’s services during Service Line Additions and Updates pursuant to section 2.12 will continue to meet the requirements outlined therein.
 - How Offeror will maintain discounts at the levels set forth in the contract.
 - How Offeror will report to the Purchasing Entities, as needed, regarding changes in technology and make recommendations for service updates.
 - How Offeror will provide transition support to any Purchasing Entity whose operations may be negatively impacted by the service change.

8.4 (E) CUSTOMER SERVICE

- 8.4.1 Offeror must describe how it will ensure excellent customer service is provided to Purchasing Entities. Include:
 - Quality assurance measures;
 - Escalation plan for addressing problems and/or complaints; and
 - Service Level Agreement (SLA).
- 8.4.2 Offeror must describe its ability to comply with the following customer service requirements:
 - a. You 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. You must provide design services for the applicable categories.
 - e. You must provide Installation Services for the applicable categories.

8.5 (E) SECURITY OF INFORMATION

- 8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

- 8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.
- 8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

8.6 (E) PRIVACY AND SECURITY

- 8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in **Attachment D**, including supporting the different types of data that you may receive.
- 8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, 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, NIST SP 800-171, and FIPS 200 if they apply.
- 8.6.3 Offeror must describe its 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.
- 8.6.4 Offeror must describe its 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. Include information on your hardware policies (laptops, mobile etc).
- 8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp High, FedRamp Moderate, etc.), and certifications relating to data security, integrity, and other controls.
- 8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.
- 8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.
- 8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.
- 8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.
- 8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).
- 8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.
- 8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.
- 8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

- 8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.
 - 8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.
- 8.8 (E) SERVICE OR DATA RECOVERY**
- 8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.
 - a. Extended downtime.
 - b. Suffers an unrecoverable loss of data.
 - c. Offeror experiences a system failure.
 - d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.
 - e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).
 - 8.8.2 Describe your 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.
- 8.9 (E) DATA PROTECTION**
- 8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.
 - 8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.
 - 8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.
- 8.10 (E) SERVICE LEVEL AGREEMENTS**
- 8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.
 - 8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.
- 8.11 (E) DATA DISPOSAL**
- Specify your data disposal procedures and policies and destruction confirmation process.
- 8.12 (E) PERFORMANCE MEASURES AND REPORTING**

- 8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.
 - 8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.
 - 8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.
 - 8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.
 - 8.12.5 Describe the firm's procedures and schedules for any planned downtime.
 - 8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.
 - 8.12.7 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.
 - 8.12.8 Ability to print historical, statistical, and usage reports locally.
 - 8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.
 - 8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.
- 8.13 (E) CLOUD SECURITY ALLIANCE**
Describe and provide your level of disclosure with CSA Star Registry for each Solution offered.
- a. Completion of a CSA STAR Self-Assessment. (3 points)
 - b. Completion of Exhibits 1 **and** 2 to Attachment B. (3 points)
 - c. Completion of a CSA STAR Attestation, Certification, or Assessment. (4 points)
 - d. Completion CSA STAR Continuous Monitoring. (5 points)
- 8.14 (E) SERVICE PROVISIONING**
- 8.14.1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.
 - 8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.
- 8.15 (E) BACK UP AND DISASTER PLAN**
- 8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.
 - 8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.
 - 8.15.3 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.
- 8.16 (E) HOSTING AND PROVISIONING**
- 8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.
 - 8.17.2 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).
- 8.17 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)**
- 8.18.1 Describe your testing and training periods that your offer for your service offerings.
 - 8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

8.18 (E) INTEGRATION AND CUSTOMIZATION

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

8.19 (E) MARKETING PLAN

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

8.20 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

8.22 (E) SUPPORTING INFRASTRUCTURE

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

9 COST PROPOSAL

9.1 (M) COST PROPOSAL

Given that technology products generally depreciate over time and go through typical product lifecycles, it is more favorable for Purchasing Entities to have the Master Agreement be based on minimum discounts off the Offeror's' commercially published pricelists versus fixed pricing. (Orders, however, will be fixed-price or fixed-rate and not cost reimbursable contracts.) In addition, Offerors will have the ability to update and refresh their respective price books, as long as the agreed-upon discounts are fixed. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

Offeror must identify its cost proposal, **Attachment F**. No specific format is required for an Offeror's price schedule; however the Offeror must provide and list a discount from its pricing catalog. New discount levels may be offered for new services that become available during the term of the Master Agreement, as allowed by the Lead State. All discount percentages shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract. Offeror may offer increased discounts upon achievement of contract volume milestones.

Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

Pricing catalogs should include the price structures of the cloud solutions models, value added services (i.e., Maintenance Services, Professional Services, Etc.), and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing must be all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

The Lead State understands that each Offeror may have its own pricing models and schedules for the Services described in the RFP. It is the intent to of the RFP to allow price schedules that are viewed in the traditional line item structure or price schedule that have pay-as-you-go characteristics.

An Offeror's price catalog should be clear and readable. Participating Entities, in reviewing an Offeror's Master Agreement, will take into account the discount offered by the Offeror along with the transparent, publicly available, up-to-date pricing and tools that will allow customers to evaluate their pricing.

Individual Participating Addendums will use the cost proposals pricing as a base and may negotiate an adjusted rate.

Offeror's price catalog should be broken into category for each service category. For example if an Offeror provides a SaaS offering then its price catalog should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

Some Participating Entities may desire to use an Offeror for other related application modifications to optimize or deploy cloud solutions applications. Responses to the 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, 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 the Lead State. Any of these valued-added services must be included in your cost proposal, e.g., by an hourly rate.