

STATE OF IDAHO
DEPARTMENT OF LANDS



IDL FIRE CAMERA DETECTION AND HOSTING
WEIGHTED INVITATION TO BID NO. 26-703
DUE BEFORE 3:00:00 PM PT ON JANUARY 22, 2026

IDAHO DEPARTMENT OF LANDS (IDL)
IDL FIRE CAMERA DETECTION AND HOSTING
WEIGHTED INVITATION TO BID NO. 26-703

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**STATE OF IDAHO
DEPARTMENT OF LANDS (IDL)
WEIGHTED INVITATION TO BID 26-703**

IDL FIRE CAMERA DETECTION AND HOSTING

RESPONSES DUE BEFORE 3:00:00 PM PT ON JANUARY 22, 2026

The purpose of this Weighted Invitation to Bid (WITB) package is to solicit sealed bids for the efficient completion of the IDL FIRE CAMERA DETECTION AND HOSTING work outlined in the attached scope of work and contract documents. Submitted bids **MUST** include the attached Schedule A-2 Evaluation Questionnaire (an example of this document can be found on pages 11-13 of this document) providing all required information.

PRE-BID MEETING:

This Weighted Invitation to Bid is time sensitive and does not involve a pre-bid meeting. It is to your benefit to immediately review the document and ask questions (if any) as soon as possible.

QUESTIONS:

All questions related to this Invitation to Bid shall be directed to **Sherry Leason** at sleason@idl.idaho.gov utilizing the "Bidder Questions" attachment, which has been provided as a separate electronic document (an example of this attachment can be found on pgs 30-31. Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Verbal questions will not be accepted. The deadline for receiving questions is **5:00 P.M., PT, on January 6, 2026**. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at the Bidder's own risk. Responses to questions received will be posted as an addendum on the IDL website at www.idl.idaho.gov.

INSTRUCTIONS:

The submitting Vendor agrees that its Bid, shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation.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

All Bids must be entered on the attached Schedule A. Bids may be entered electronically in the Excel version of the Schedule A. Simply enter the TOTAL HOURLY RATE. Then print and sign the form(s) OR print the blank form(s) and enter bids by hand, sign and submit. The signed Schedule A-1 & Schedule A-2 Questionnaire shall be returned to either the Email or physical address listed below. All bids shall include Schedule A-2 Evaluation Questionnaire to be considered a responsive, responsible submission.

WITB DEADLINE AND DELIVERY REQUIREMENTS:

Sealed bids must be received by the Idaho Department of Lands at 3284 West Industrial Loop, Coeur d'Alene Idaho 83815 **before 3:00:00 PM PT on January 22, 2026**. The Department of Lands is not responsible for lost or undelivered bids or for failure of the United States Postal Service or any mail courier service to deliver bids to the Idaho Department of Lands by the bid deadline. The Idaho Department of Lands assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the Bid at the time, or to the location, required by the Solicitation. The date and time of electronically received bids, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted bids were received by the due date and time specified. **Late bids will not be accepted. Fax bids will not be accepted.**

Mail or Courier Delivery Address:

Idaho Department of Lands
ATTN: Sherry Leason, Contracts Officer
3284 West Industrial Loop
Coeur d'Alene ID 83815

OR

PurchasingITB@idl.idaho.gov

A bid submitted using any courier service must be shipped in a separate sealed inner envelope identified as stated below and enclosed inside the courier service shipping envelope.

Mailed bids are to be mailed in a sealed envelope and are to be marked in the lower left-hand corner with the following information:

Sealed Bid For:	WITB 26-703 – IDL Fire Camera Detection and Hosting
Responses due:	Before 3:00:00 PM PT on 1/22/2026

Emailed bids are to be marked in the subject line with the following information:

Sealed Bid For:	WITB 26-703 – IDL Fire Camera Detection and Hosting- DUE 3 PM PT on 1/22/2026
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PUBLIC BID OPENING

There will be a public bid opening at the Idaho Department of Lands at 3284 West Industrial Loop, Coeur d'Alene ID 83815 at **3:15:00 P.M. (PT) on 1/22/2026**. Participants may attend via IDL's phone conferencing solution in place of attending in person by calling 208-769-1525 and asking to be transferred to extension 5058.

SCHEDULE OF EVENTS

Invitation to Bid Release	December 18, 2025
Deadline for Receipt of Written Inquiries	January 6, 2026
Bid Due Date	Before 3:00 PM PT on January 22, 2026
Evaluation Period	January 23-27, 2026
Anticipated Intent to Award Date	January 28, 2026
Anticipated Contract Award Date	February 5, 2026

IDAHO DEPARTMENT OF LANDS

STANDARD INFORMATION

ADDENDA

It will be the respondent's responsibility to check for any addenda prior to submitting a bid. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed respondents.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION, sufficient data to determine if the goods or services offered conform to the specifications.

VERBAL INFORMATION

The State will not be responsible for any verbal information regarding a bid.

DISQUALIFICATION AND AWARD INFORMATION

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high-ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the bids are considerably below Department estimates and the other bids. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

PARTNERSHIPS

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code). Contact the Idaho Industrial Commission with any Worker's Compensation questions.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible bid. If the contractor who submitted the lowest bid is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintains in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the Office of the Secretary of State.

REJECTION OF BIDS AND CANCELLATION OF BID SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (iv)

a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all bids or to cancel a solicitation or invitation to bid. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all bids are deemed unreasonable or sufficient funds are not available; (vi) bids were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

AWARD PROCEDURES

For contracts with a total value of \$100,000 or less, the State will email all respondents within five (5) business days following the solicitation closure of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

IDL reserves the right to enter negotiations in accordance with IDL Procurement Policy 13.

For contracts with a total value of more than \$100,000, the State will notify all respondents within five (5) business days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period, if no appeals are received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

EVALUATION CRITERIA
IDL WITB 26-703
IDL FIRE CAMERA DETECTION AND HOSTING

EVALUATION CRITERIA-

Submittals will be evaluated based on information provided on the **Schedule A-1 and responses to the Schedule A-2 Questionnaire**. Failure to respond to any Mandatory (M) and Mandatory Evaluated (ME) criterion in the Schedule A-2 Questionnaire may result in a bid being found non-responsive.

TECHNICAL EVALUATION

The technical portion of each submittal will be evaluated and assigned a raw score of possible points (600).

COST EVALUATION

The Schedule A-1 (Bid) will be scored and weighted separately. Each Schedule A-1 will be assigned a portion of the maximum available points (400) using the formula:

$$400 \quad \times \quad \frac{\text{lowest overall Total Cost}}{\text{Overall Total cost being evaluated.}}$$

The number of Total Points for each submittal will be determined by adding together the raw technical and weighted cost evaluation scores.

Total points possible are as follows:

Evaluation Code	Category	Weight (1,000 total)
ME	Camera Requirements	150
ME	Fire/Smoke Notifications	150
ME	User Functionality	200
ME	Additional Functionally	100
ME	Schedule A	400

<div>SCHEDULE A-1</div> <div>SCHEDULE A-2 (QUESTIONNAIRE) MUST BE SUBMITTED WITH THIS DOCUMENT</div> <div>26-703 - IDL FIRE CAMERA DETECTION AND HOSTING</div>	
IDL FIRE CAMERA DETECTION AND HOSTING	TOTAL ANNUAL RATE PER CAMERA
Provide per camera annual rate that includes all expenses related to project requirements.	\$0.00
<div>Company Name</div> <div>Contractor's Email</div> <div>Contractor's Name</div> <div>Contractor's Phone</div> <div>Mailing Address</div> <div>Taxpayer ID #</div> <div>Contractors Signature</div> <div>Signed by</div> <div>Title</div> <div>Please Print Name Please Print N Please Print Name</div>	

NOTE:

The "Total Annual Rate Per Camera" must include:

- Training
- Initial set up and configuration cost
- Ongoing user support
- All other services to satisfy the Scope of Work

There is no guaranteed minimum or maximum number of cameras that will be hosted with this contract.

IDL reserves the right to add or subtract cameras at any time as IDL determines.

All billing will be prorated from the date of the camera going live on the system.

**THIS QUESTIONNAIRE MUST BE FILLED OUT AND SUBMITTED
TO BE A RESPONSIVE SUBMISSION**

**IDL WITB 26-703– SCHEDULE A-2
IDL FIRE CAMERA DETECTION AND HOSTING**

**All Information provided must be based on providing services in the event
of an awarded contract.**

FIRE DETECTION (M) Pass/Fail

- 1. Can your system provide privacy masks for sensitive areas in the camera view as determined by IDL?**

Click or tap here to enter text.

- 2. Can your system save images for three (3) months and images of detections for twelve (12) months?**

Click or tap here to enter text.

CAMERA REQUIREMENTS (ME) 150 Points

- 1. What types of cameras does your system support?**

Click or tap here to enter text.

- 3. Are there limitations on which cameras can be added to your system?**

Click or tap here to enter text.

- 4. Is there the ability for a panoramic image to be generated from the camera location?**

Click or tap here to enter text.

- 5. Can the camera be controlled by the end user?**

Click or tap here to enter text.

- 6. IDL currently has 9 Axis 6075-e cameras that are currently using FirstNet data service via Cradlepoint modems. IDL plans to install an additional 8 cameras over the next 2 years. How will your system interact with this existing infrastructure.**

Click or tap here to enter text.

- 7. What is the process to add additional cameras to this contract after the initial number of cameras.**

Click or tap here to enter text.

- 8. In the event that IDL wants to expand their camera network, is there a limit to the number of cameras that IDL can have under this contract?**

Click or tap here to enter text.

FIRE/SMOKE NOTIFICATIONS (ME) 150 Points

- 1. How does your system detect smoke/fire in real time within the camera viewshed?**

Click or tap here to enter text.

- 2. How are users notified of the smoke/fire reports?**

Click or tap here to enter text.

- 3. What are the options for restricting the number of notifications? Include being able to differentiate the geographic areas of receiving notifications.**

Click or tap here to enter text.

- 4. How are false alerts screened out prior to alerts being sent?**

Click or tap here to enter text.

USER FUNCTIONALITY (log ins, layers, etc) (ME) 200 Points

- 1. How many users can your system support? This will include users from various agencies as directed by IDL.**

Click or tap here to enter text.

- 2. How are other data sources, such as IRWIN data, response boundary data, custom IDL data, etc integrated into your system?**

Click or tap here to enter text.

3. Is any of the camera data available to the public?

Click or tap here to enter text.

4. How are users trained to use the system?

Click or tap here to enter text.

5. What is required to view the cameras? Are there any special devices or access requirements to view the camera feeds such as VPN, or special monitors?

Click or tap here to enter text.

6. How is customer support provided?

Click or tap here to enter text.

7. Describe any additional features that are available on your web interface or with alerts.

Click or tap here to enter text.

ADDITIONAL FUNCTIONALITY (ME) 100 Points

1. Describe any additional functionalities of the system that are provided in the annual camera cost (Schedule A-1) that are above and beyond the minimum contract specifications.

Click or tap here to enter text.

REFERENCES

Provide a minimum of three references where products and services similar in scope to the requirements of this solicitation have been provided, including the names of persons who may be contacted, position of person, email address, and telephone number.

Click or tap here to enter text.

Company: Click or tap here to enter text.

Signature: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

STATE OF IDAHO
DEPARTMENT OF LANDS



IDL FIRE CAMERA DETECTION AND
HOSTING AGREEMENT NO. TBD

CONTRACTOR

STATE OF IDAHO
DEPARTMENT OF LANDS
PROFESSIONAL SERVICES AGREEMENT TBD

THIS AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and COMPANY NAME., hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS

- a. Agreement: This duly executed written agreement between the State and the Contractor resulting from a solicitation, which shall include these Terms and Conditions, the Scope of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: The State employee with the authority to enter into, administer, modify, and/or terminate this Agreement, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the Contractor.
- c. Contracting Officer Representative: The designated State representative, also referred to as "COR" or "Representative", who will provide daily technical oversight to the Contractor and ensure the Contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the Agreement unilaterally or direct the Contractor to perform work not specified in the Agreement. Only the Contracting Officer and the Contractor may do so bilaterally.
- d. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- e. IDL: The Idaho Department of Lands.
- f. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- g. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- h. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- i. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the State acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the State in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACTOR RESPONSIBILITY

The Contractor hereby assumes responsibility for production and delivery of all material and services included in this Agreement, whether or not the Contractor is the

manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

- a. Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Agreement.
- b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

5. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this Agreement without the prior written consent of the State.

6. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Agreements involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

7. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS

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

8. INSURANCE REQUIREMENTS

- a. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.
- b. All insurance, except for Workers Compensation, shall be endorsed to name the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands as Additional Insured.
- c. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.
- d. If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, then "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four

months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

- e. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State.
- f. Contractor shall maintain insurance in amounts not less than the following;

(1) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

(3) Worker's Compensation Insurance

Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

(4) Professional Liability/Errors and Omissions Coverage

The Contractor shall maintain professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

- g. The Contractor shall require all subcontractors utilized in performance of this Agreement to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

9. TAXES

The State is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of

doing business with the State, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

10. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this Agreement unless specifically stated otherwise herein.

11. INDEMNIFICATION

- a. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.
- b. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.c.
- c. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

14. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the State, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-9230(2)).

15. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this Agreement meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

16. USE OF THE IDAHO DEPARTMENT OF LANDS NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

17. CONTRACT TERMINATION

a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Agreement:
 - a. A material breach of any term or condition of this Agreement; or
 - b. Any representation or warranty by Contractor in response to the Solicitation or in this Agreement proves to be untrue or materially misleading; or
 - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - d. Any default specified in another section of this Agreement.
2. The State may terminate this Agreement (or any order issued pursuant to this Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new Agreement and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to

exercise any or all of the following remedies:

- a. Exercise any remedy provided by law or equity;
- b. Terminate this Agreement and any related Agreements or portions thereof;
- c. Impose liquidated damages as provided in this Agreement;
- d. Suspend Contractor from receiving future bid solicitations;
- e. Suspend Contractor's performance;
- f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Agreement.

c. TERMINATION FOR CONVENIENCE

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
2. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - a. Stop work.
 - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Agreement.
 - c. Terminate all subcontracts to the extent they relate to the work terminated.
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Agreement had been fully performed:
 - a. The Agreement price for Deliverables or services accepted by the State and not previously paid for; and

b. The total of:

- i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;
- ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement; and
- iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. TERMINATION FOR FISCAL NECESSITY

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. the State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

18. CONTRACT ADMINISTRATION

- a. The Contracting Officer Representative will administer the Agreement as required in all specifications.
- b. The Contracting Officer Representative has the following authority in addition to that delegated to him in other portions of this Agreement.
 - (1) Decide questions of fact arising in regard to the quality and acceptability of materials furnished and all work performed.

- (2) Make recommendations for payment.

19. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible. Matters of contractor's or subcontractor's finances shall not be a Force Majeure.

20. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, Boise, Idaho.

21. MODIFICATION

This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

23. PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

24. CONFIDENTIAL INFORMATION:

Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose any Confidential Information to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

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

25. NON-WAIVER

The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

26. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Agreement or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

27. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys'

fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

28. EXAMINATION AND AUDIT

Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

29. ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

If the State has reasonable grounds to question Contractor's ability to perform the Agreement, the State may demand adequate assurance from Contractor. Contractor shall respond within 30 calendar days of such demand.

30. WAGE AND LABOR COMPLIANCE

For the duration of the agreement, the Contractor attests to the following:

- a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;
- b. Contractor was in compliance with all labor laws;
- c. All debts incurred by the Contractor to accomplish the work requirements outlined by this agreement were paid in full.
- d. Any further claims against the State of Idaho under this agreement are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

31. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

Pursuant to Idaho Code section 67-2346, if payments under this agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this clause defined in Idaho Code section 67-2346 shall have the meaning defined therein.

32. TIME IS OF THE ESSENCE

Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract.

33. PAYMENT

Payment will be made in accordance with Idaho Code 67-2302 with the method described in the Scope of Work and after receipt of the Contractor's itemized invoice for satisfactorily completed work. Total payments under this Agreement shall not exceed \$TBD.

It is understood that full payment for all services provided under the Agreement is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables and expenses including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this Agreement.

34. AGREEMENT TERM

This Agreement will become effective once signed by all parties. The Contractor and Contracting Officer Representative will discuss the Agreement terms, work performance requirements, and tentative work schedule. The Agreement will expire one year from its effective date with the option to renew for four (4) additional one (1) year periods, under the same terms and conditions, unless terminated earlier by the State under any of the provisions of paragraph 17 of this contract.

DRAFT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused Agreement TBD to be executed in Boise, Idaho and effective as of the date/time of the final signature below.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By: _____ By: _____
Michael Piccono

Title: Procurement Manager Title: _____

Date and Time: _____



EXHIBIT 1

TERMS APPLICABLE TO THE PURCHASE OF TECHNOLOGY

The following terms apply to the purchase of technology, regardless of the delivery method (e.g., on-premise or cloud-hosted), cost structure (e.g., subscription), or other differentiating characteristics. In the event of uncertainty as to the applicability of these terms, they shall be deemed applicable unless the State has explicitly stated that they do not apply.

1. Acceptance. Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

1.1. When the Contract does not require the Contractor to install Software, acceptance shall occur ninety (90) days after delivery of the technology to the State.

1.2. Acceptance shall not occur (regardless of which party is responsible for installation) if the State notifies Contractor in writing within the applicable ninety (90)-day period that the technology does not satisfy the terms of the Contract or otherwise fails to pass test procedures or programs established under the Contract.

2. Warranty. Contractor represents and warrants the following:

2.1. Contractor has the full power and authority to grant the State any license as provided in the Contract and to grant to the State access to the technology and all required functionality for the property being purchased through the Contract

2.2. The property being furnished under the Contract, in whole or in part, does not infringe upon the enforceable patent, copyright, trade secret, trademark, or other proprietary right. Contractor knows of no action or proceeding which could adversely affect Contractor's ability to perform or complete its obligations under the Contract. Should a third-party claim prevail, inhibiting the State's use of the Property, the Contractor shall, at its own expense, secure all required resources necessary to ensure

uninterrupted use of the property up to and including replacement of the Property.

2.3. If Contractor produces any modifications to the Software components of the Property that create errors in data, the loss of data, the inability to access data, or results in delays or stoppages in the performance of work by Contractor or the State, Contractor shall immediately address and correct such errors, which shall be at no additional cost to the State.

2.4. Following acceptance and for the entire term of the Contract, including any renewal and extension terms, the property shall perform in accordance with the Contract and shall perform to all specific claims and specifications provided in the Contract. Additionally, Contractor shall perform materially as described in the Contract.

2.5. The Property provided by the Contractor is compatible with and will operate successfully with any environment, including software, infrastructure, web browser, and operating systems specified in the Contract. Incompatibility will include but not be limited to, the creation of errors in data, the loss of data, the inability to access data, and delays and stoppages in performance of work by Contractor or the State arising from the Property. In addition, the Property provided by Contractor under the Contract is free of malware or any other software inclusions such as backdoors, datamining capabilities, spyware, command and control, monitoring, or any other functionality or capability that may adversely impact the State's ability to use the Property, and Contractor will use for the term of the Contract current industry standard security measures to prevent from entry, detect within, and remove from the Property any such malicious software.

2.6. The Property is fit for a particular purpose as detailed in the Contract.

2.7. Contractor shall provide required licenses, maintenance, and updates in a timely manner for the duration of the Contract. Contractor shall not interfere with the State's access to and use of the Property it acquires under the Contract.

2.8. Upon receipt of notification from the State, Contractor shall immediately repair or replace any aspect of the Property failing to comply with the specification and acceptance criteria set forth in the Contract. If Contractor fails to repair or replace any such aspect of the Property within the time frame to do so set forth in the Contract, or within the time frame otherwise

agreed upon by the parties, the State may, in its sole discretion and upon providing written notice to Contractor, act to repair or replace the Property, in whole or in part, and Contractor shall reimburse the State for all costs incurred by the State to repair or replace the Property.

3. Data Access Controls. Contractor shall provide access to State Data only to those Contractor employees and subcontractors who need to access the State Data to fulfill Contractor's obligations under the Contract. Contractor shall not allow access to the State's user accounts or State Data except during the course of required operations, in response to service or technical issues, as required by the Contract, or at the State's written request. Contractor must not share State Data with its affiliates or any third party without the State's express written consent. Contractor must ensure that, prior to being granted access to State Data, Contractor's employees and subcontractors who perform work under the Contract have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all State Data protection provisions of the Contract, and that Contractor's employees and subcontractors possess qualifications appropriate to the nature of the employees' duties and the sensitivity of the State Data they will be handling.

4. Data Ownership. The State owns and retains full right and title, and unrestricted access to State Data. Additionally, the State retains the right to backup State Data at its own data center or secondary location. Contractor shall not collect, access, or use State Data except 1) in the course of data center operations pursuant to services provided under this Contract, if applicable; 2) in response to service or technical issues; 3) as required or expressly allowed by the terms of the Contract; or 4) at the State's written request. Except as expressly allowed by the terms of the Contract, no information regarding the State's use of Contractor's services or software may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by order of a court of competent jurisdiction. These obligations shall survive beyond the term of the Contract in perpetuity.

5. Data Privacy. Contractor must comply with all applicable laws related to data privacy and security, specific to the type(s) of Data and as otherwise specified in the Contract, which may include but is not limited to IRS Pub 1075, HIPAA, PCI, and FERPA.

6. Data Protection. If the Contractor will house State Data, protection of personal privacy and State Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State Data at any time. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

6.1. All Non-Public State Data shall be encrypted at rest and in transit with controlled access. Unless otherwise provided in the Contract, the Contractor is responsible for encryption of the Non-Public State Data. All encryption shall be consistent with validated cryptography standards such as the current standards in FIPS 140-2, Security Requirements for Cryptographic Modules, or the then-current NIST recommendation.

6.2. The State shall identify State Data it deems as Non-Public State Data to Contractor. The level of protection and encryption for all Non-Public State Data shall be identified in the Contract.

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

6.4. Contractor shall not use any information collected in connection with the service provided under the Contract for any purpose other than fulfilling the service.

6.5. Data Location: Contractor shall provide its service to the State and its end users solely from data centers within the United States. Contractor shall not allow its personnel or subcontractors to store State Data on portable devices, except for devices that are used and kept only at its U.S. data centers. Each data center used by Contractor to support the Contract must be within a physical security perimeter to prevent unauthorized access, and

physical entry controls must be in place so that only authorized personnel have access to State Data and State-written applications.

6.6. Contractor shall permit its staff to access State Data remotely only as required to provide technical support.

7. Security Incident and Data Breach Responsibilities. In the event of a Security Incident or Data Breach:

7.1. Contractor shall notify the State-designated contact(s) by telephone within twenty-four (24) hours, unless shorter time is required by applicable law, if Contractor has confirmed that there is, or Contractor reasonably believes that there has been, a Security Incident or Data Breach. Contractor shall 1) immediately quarantine all State Data from external access; 2) cooperate with the State to investigate and resolve the Security Incident or Data Breach; 3) promptly implement remedial measures, if necessary; 4) for Data Breach, identify to the State, if the following is known by Contractor, the persons affected, their identities, and the State Data disclosed; and 5) document responsive actions taken related to the Security Incident or Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the service, if necessary.

7.2. Unless otherwise stipulated in the Contract, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Non-Public State Data or otherwise prevent its release as reasonably determined by the State, Contractor shall bear the costs associated with 1) the investigation and resolution of the Data Breach; 2) notifications to individuals, regulators, and others required by federal and state laws or as otherwise agreed to by the State and Contractor; 3) a credit monitoring service required by state or federal law or as otherwise agreed to by the State and Contractor; 4) a website or a toll-free number and call center for affected individuals required by federal and state laws, all not to exceed the average per record per person cost calculated for Data Breaches in the United States (as of January 2019, \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and 5) complete all corrective actions as reasonably determined by Contractor based on root cause.

7.3. Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon between the State and Contractor in writing, defined by law, or contained in the Contract. Discussing Security Incidents with the State must be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon between the State and Contractor in writing, defined by law or as delineated in the Contract.

8. Notification of Legal Requests. Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonials related to State Data under the Contract, or which in any way might reasonably require access to State Data. Contractor shall not respond to subpoenas, service of process, or other legal requests related to the State without first notifying and obtaining approval of the State, unless prohibited by law from providing such notice.

9. Background Checks and Security Awareness

9.1. Upon the request of the State, Contractor shall obtain criminal background checks for its employees and subcontractors that Contractor intends to utilize in the provision of services under the Contract and must provide the results of the criminal background checks to the State. If any Contractor employees or subcontractors are not acceptable to the State, in its sole opinion based upon the results of a criminal background check, the State shall have the right to request that such Contractor employee or subcontractor not provide services under the Contract. Contractor must comply with such requests and provide replacement employees or subcontractors in such cases.

9.2. Contractor shall promote and maintain an awareness of the importance of securing the State's information among Contractor employees and agents.

10. Transition, Transfer Assistance, Termination or Suspension

10.1. The State shall have the ability to import or export all or portions of State Data and State-written applications at its discretion without interference from Contractor at any time during the term of the Contract. This includes the ability for the State to import or export State Data and State-written applications to and from other entities.

10.2. Contractor shall reasonably cooperate without limitation with any State authorized entity for the transfer of State Data to the State upon termination or expiration of the Contract. The Contractor must transfer or allow the State to extract, at the State's option, State Data and State-written applications at no additional cost to and in a format designated by, the State, and the State Data must be unencrypted.

10.3. The return of State Data and State-written applications shall occur no later than sixty (60) calendar days after termination or expiration of the Contract; or within another timeframe as agreed to in writing by the parties. Contractor shall facilitate the State's extraction of State Data and State-written applications by providing the State with all necessary access and tools for extraction, at no additional cost to the State.

10.4. During any period of suspension of service, Contractor shall continue to fulfill its obligations to maintain State Data and State-written applications.

10.5. In the event of termination or expiration of the Contract, Contractor shall not take any action to intentionally erase State Data or State-written applications for a period of sixty (60) calendar days after the effective date of termination or expiration. After such period, Contractor shall have no obligation to maintain or provide any State Data or to maintain any State-written applications unless otherwise specified in the Contract and shall thereafter, unless legally prohibited, delete all State Data and State-written applications (in all forms) within its systems or otherwise in its possession or under its control, unless otherwise instructed by the State. State Data and State-written applications shall be permanently deleted and shall not be recoverable in accordance with NIST-approved methods. Contractor shall provide certificates of destruction to the State no later than ninety (90) calendar days after termination or expiration of the Contract.

10.6. Contractor must maintain the confidentiality and security of State Data and State-written applications during any transition or transfer thereafter for as long as Contractor possesses State Data and State-written applications.

11. Access to Security Logs and Reports. Contractor shall provide reports to the State; or alternatively, provide the State with access to report data and reporting tools. Unless specified otherwise in the Contract, reports shall include latency statistics, system performance statistics, user access logs, user access IP address, user access history, security logs, and events logs for all State Data.

Scope of Work for IDL Fire Camera Detection and Hosting

IDL is the state agency responsible for wildland fire suppression primarily for state and private forest lands throughout the state of Idaho. IDL currently protects over 9.5 million acres of state, private, and federal land using aggressive initial attack. The use of these cameras is critical for IDL's stated goal of suppressing 95% of all fires at 10 acres or less.

IDL has several mountaintop cameras that are installed or soon to be installed. The purpose of this contract is to provide automated fire detection, fire notifications, user training and support, and web page hosting of the system. IDL will retain ownership and installation of the camera sites and will be responsible for all camera and site maintenance including data service to the camera. The selected vendor will be provided with virtual access to the cameras.

Contract Requirements:

- Ability to bring current cameras into the system
- Flexibility to add extra cameras of various models
- Detect smoke and/or fires
- Notify selected users of fires based on geographic areas
- Provide a comprehensive all web-based solution for camera viewing and alert management
- IDL does not expect all fires to be caught by the successful vendor.
- IDL understands that no system is guaranteed to every fire. This contract does not guarantee 100% fire detection. The vendor will not be held liable in the event a detection is not made.

User Accounts:

- Provide user accounts to all parties that IDL identifies, this includes non-IDL employees (fire departments, federal fire managers, etc.)
- Provide robust customer support for users
- Vendor must not limit number of users that IDL may add.
- Vendor must not charge additional fees or charges for user access.

Imagery:

- System shall store images for at least 3 months and store detection images for at least 12 months
- Provide access to imagery as needed for IDL including for Public Records Request
- IDL will maintain ownership of images derived from the cameras

Training:

- Provide initial and ongoing training for users
- Provide initial and ongoing training for users.
 - A minimum of 12 trainings to be delivered per year, as determined by IDL in a virtual live setting.
 - Online on demand training resources are also required.
 - The IDL and contractor will work together to schedule training sessions.

Billing/Payment:

Monthly invoice will be sent to IDL at the following address:

Idaho Department of Lands
 ATTN: Scott Hayes
 3284 W Industrial Loop
 Coeur d'Alene, ID 83815

Payment will be made to the Contractor upon satisfactory completion of camera hosting. Invoices must be itemized by individual camera. Payment will be made after receipt of the contractor's itemized invoice for satisfactorily completed camera hosting. If a camera rate is prorated, the invoice must identify dates of hosting. Invoices shall be submitted monthly. Per Idaho Code 67-2302 (2) IDL has up to 60 days from receipt of an invoice for processing and payment.

Point of Contact:

The point of contact will be provided in final contract documents.

**IDAHO DEPARTMENT OF LANDS WEIGHTED
INVITATION TO BID (WITB) 26-703
IDL FIRE CAMERA DETECTION AND HOSTING**

ATTACHMENT 2-BIDDER QUESTIONS

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

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

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

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

	Solicitation Section	Page #	Question
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