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# **STATE OF IDAHO**

## **DEPARTMENT OF ADMINISTRATION**

## **DIVISION OF PURCHASING**

**INVITATION TO BID (ITB)**

**ITB15000297-01**

**Amendment 01**

**Statewide Information Technology Contracted Services**

**1. ITB ADMINISTRATIVE INFORMATION & OVERVIEW**

1.1 **PREBID SCHEDULE AND INFORMATION**

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| ITB Title: | Information Technology Contracted Services |
| ITB Project Description: | To provide to State and public agencies quality contracted information technology providers to assist State and public agencies with information technology needs per the described services of this solicitation. |
| ITB Lead: | Gregöry Lindström, CPPB, CPPO  Information Technology Purchasing Officer  [Gregory.lindstrom@adm.idaho.gov](mailto:Gregory.lindstrom@adm.idaho.gov) |
| Pre-bid Conference: | December 9, 2014 |
| Conference Information: | Provided upon receipt of supplier’s conference registration form. |
| Deadline To Receive Questions: | December 12, 2014 |
| ITB Closing Date: | Per the IPRO Header Document |
| ITB Opening Date: | 10:00 a.m. Mountain the following work day after closing. |
| Oral Demonstrations: | The IT Contracted Services Commodity Team reserves the right to request oral demonstrations by select Service Categories, of those bidders considered candidates for award. |
| Validity of Bids: | By responding to this solicitation, bidders agree that the submitted bid will be honored and valid in whole for no less than 120 calendar days. |
| Initial Term of Contract and Renewals: | Initial term of the contracts shall be for three (3) years post issue of the contract(s) by the Division of Purchasing. Thereafter, contracts may be renewed on an annual basis provided mutual agreement from the Contractors. Only three (3) annual renewals will be allowed. Contractors will be allowed to refresh their Fully Burdened Maximum Hourly Service Rates on an annual basis during the initial term, and upon any renewal. |

**1.2 SCOPE OVERVIEW**

The State of Idaho is seeking bids from qualified IT service providers for Statewide IT Contracted Services in the areas of data management, software development, network and infrastructure support, project and process management, and other required IT services. While difficult to estimate, State’ annual spend for Statewide IT Contracted Services would be in excess of $15 - $20 M annually. Statewide IT Contracted Services are used by State entities, including Public Agencies. **Resulting contracts will carry a Public Agency Clause as allowed by Idaho Code § 67-2327, allowing State public agencies such as cities, counties, and educational institutions to use the contracts.** The value of Public Agency spend is not estimated in the State’ spend above.

**Multiple contracts will be awarded from this solicitation in accordance with Idaho Code § 67-5718. Resulting contracts will not allow for the purchase of hardware or third-party software. Additionally, resulting contracts will not allow for the purchase of IT services not covered by the contracts. Contractors found selling hardware, third-party software, or additional services outside the scope of the contract will be deemed in breach, which may lead to the termination of their contract.**

This solicitation is being released and administered by the State Division of Purchasing (DoP), a division of the State’s Department of Administration. This solicitation was researched and created by a strategic IT contracted services commodity team comprised of numerous State agency CIOs and IT managers, members of the State’s Office of the CIO, higher education representatives, and members of DoP. This solicitation is the result of the need for State agencies and organizations to acquire qualified contracted IT services in a timely manner. **The resulting contracts will be mandatory use for State officers and employees as called for by Idaho Code § 67-5726 (4) for those services as defined by this solicitation.**

The intent is to secure contracts with qualified IT providers who can provide the services listed in the Service Categories in Attachment 4 – Service Categories and Mandatory Cost Proposal.

**The State reserves the right to make no award for a Service Category or a sub-service category if in the State’s determination, no bid offers sufficient evidence of a bidder’s capability to provide the required services.**

Bidders must propose a “fully burdened, not to exceed” Maximum Hourly Service Rate for the services listed in this solicitation. Selection for consideration of an award will be based upon a limited ITB evaluation process. Once contracts are in place, a Project Service Order (PSO) will be used by an Agency to communicate to the Contractors the need for IT contracted service(s). The PSO will detail the scope of the Agency’s need(s). Contractors will formally respond to the PSO, detailing its proposal to fulfill the PSO, including its offered hourly cost for providing the service(s) (which may not exceed the Maximum Hourly Service Rate established by the contract and subsequent renewals). The Agency will then evaluate the responses and select the “Best Qualified Contractor(s)” for providing the service(s) requested by the PSO.

**1.3 PRE-BID CONFERENCE**

A **non-mandatory** pre-bid conference will be held per the date listed in Section 1.1, or as amended. **This will be a bidder’s only opportunity to meet with members of the IT Contracted Services Commodity Team.** All interested participants are invited to participate either by attending the conference or teleconference **at their own expense**. **Due to the expected interest in this State opportunity, it is requested that only two (2) participants from each interested bidder physically attend the conference. Participants may attend either by personal attendance (2 participants), or by phone (2 participants), or by personal attendance (1 participant) and by phone (1 participant).**

**Interested participants are to pre-register with the ITB Lead identified in Section 1.1. Attached as part of this ITB, is Attachment 1 \_Pre-Bid Conference Registration Form. Attachment 1 is a Microsoft Word file whose file name contains the words “Pre-bidConfRegistrationForm.” Interested participants are to type in the requested information and email the Word file to the ITB Lead no later than Friday December 5, 2014. It is requested that the email subject line state “ITB15000297 \_Pre-bid Conference Registration.” Only a returned completed MICROSOFT WORD FILE will be accepted.**

**C:\Users\glindstrom\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\JLELJG05\MC900334662[1].wmfOnce the completed MICROSOFT WORD FILE is received, the ITB Lead will return via email the conference location and phone number information.**

**C:\Users\glindstrom\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\JLELJG05\MC900334662[1].wmfInterested participants returning a handwritten scanned form will not receive the location or dial in information for the conference.**

The conference will be used to explain, clarify, and identify areas of concern in the solicitation. **Any oral answers given by the State during the pre-bid conference are unofficial, and will not be binding on the State. Should the conference participant desire an official answer, questions and requests for qualifications must be submitted via 1.4 SUBMITTING WRITTEN QUESTIONS.**

**1.4 SUBMITTING WRITTEN QUESTIONS**

**All questions and requests for clarifications regarding this solicitation must be submitted in writing to the ITB Lead in accordance with the time and date listed in 1.1.**

**Attachment 2 \_Bidder’s Questions Submission form, must be used for submitting questions. Attachment 2 is a Microsoft Word file. This form must be used for submitting questions, requests for clarifications, and concerns regarding the STATE OF IDAHO STANDARD TERMS AND CONDITIONS, STATE OF IDAHO SPECIAL TERMS AND CONDITIONS FOR CUSTOMIZED SOFTWARE AND RELATED SERVICES, PSO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (Attachment 7 to this solicitation), or the Special Terms and Conditions of this solicitation. Only a returned completed Microsoft Word file will be accepted. Email the completed WORD FILE back to the ITB Lead. Questions received after the deadline shall be rejected and not considered.**

**The email subject line is to state “ITB15000297 \_Questions.”**

**Questions received in any other format than the WORD FILE template shall not be considered. The file is to be used WITHOUT MODIFICATION. DO NOT change the format or font of the question template. DO NOT bold your questions or change the color of the font. Bidders are to submit only one file containing all the questions the bidder wishes to have answered. Multiple files received will be not considered.**

**Any questions regarding the State of Idaho Standard Contract Terms and Conditions, State of Idaho Special Terms and Conditions for Customized Software and Related Services, or any term or condition found in this solicitation, must be submitted prior the deadline for submitting questions. THERE SHALL BE NO NEGOTIATING of these terms and conditions after the State has issued the solicitation responding to the questions received or prior to award of a contract.**

**QUESTIONS REGARDING THESE REQUIREMENTS MUST CONTAIN THE FOLLOWING.**

**1. The rationale for the specific requirement being unacceptable to the bidder (define the deficiency).**

**2. Recommended verbiage for the State’s consideration that is consistent in content, context, and form with the State’s requirement that is being questioned.**

**3. Explanation of how the State’s acceptance of the recommended verbiage is fair and equitable to both the State and the bidder.**

**Bids received that qualify the bid based upon the State accepting other terms and conditions not found in this solicitation or an amendment to this solicitation, or stating that the bid is based upon terms to be negotiated, will be found non-responsive and no further consideration given to the bid.**

Questions shall only be answered via an amendment to this solicitation issued in the Idaho Procurement (IPRO) system. No verbal responses to inquiries and/or questions shall be binding upon the State.

**1.5 BID OPENING**

**Opening of bids will be held at DoP, Len B. Jordon Building, 650 W. State – B15, Boise, Idaho 83720, in accordance with 1.1.** All bidders, authorized representatives and the general public are **invited at their own expense** to be present at the opening of the bids. During the bid opening and due to this being an evaluated bid, only the names of the bidders will be read aloud. No other information regarding the bids will be given.

**1.6 LETTER OF INTENT TO AWARD**

Responsive, responsible bidders will be notified of the result of the procurement process via a **Letter of Intent to Award.**  The letter will be issued by DoP, and will list those bidders with who the State intends to enter into a contract with.

**SECTION 2**

**INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

2.1 Any qualified bidder may submit a bid. Per Section 67-5730, Idaho Code, all bidders are qualified unless disqualified. Those bidders presently on the General Service Administration’s (GSA) “list of parties excluded from federal procurement and non-procurement programs” will be disqualified. No consideration will be given to their bid. Vendor information is available on the Internet at: <https://www.sam.gov> .

**BIDS MUST BE SUBMITTED MANUALLY in accordance with the instructions in the State of Idaho Mandatory Signature Page attached to this solicitation. Electronic submissions will not be considered due to the anticipated number of bids expected.**

**Only one (1) bid total will be received and considered per bidder/business entity**.

2.2 **(M, E)** **PARTS OF A BID**

**A bid will consist of the following distinct parts, arranged as follows.**

**2.2.1 A signed Mandatory State of Idaho Signature Page (Attachment 5).**

**2.2.2 Transmittal Letter in accordance with 5.1.1.**

**2.2.3 Client Reference List in accordance with 5.1.2.**

**2.2.4 The required IT resource resumes in accordance with 5.1.3.**

**2.2.5 A completed Service Categories and Mandatory Cost Proposal in accordance with 5.1.4.**

2.3 **(M) INSTRUCTIONS FOR SUBMITTING A BID**

**Bids must be submitted manually and only manually, per the instructions of the State of Idaho Mandatory Signature Page.**

Bids shall be submitted in accordance with this requirement and the instructions listed on the State of Idaho Mandatory Signature Page. **A manually submitted bid shall consist of the items listed in 2.2 PARTS OF A BID, and shall be submitted as an original bid, and as a copy of the original bid as follows.**

**2.3.1 The original bid is to be arranged in the following order.**

**2.3.1.1 One (1) original of the signed Mandatory State Signature Page.**

**2.3.1.2 One (1) original of the Transmittal Letter in accordance with 5.1.1.**

**2.3.1.3 One (1) original of the bidder Client Reference List in accordance with 5.1.2.**

**2.3.1.4 The required IT resource resumes in accordance with 5.1.3.**

**2.3.1.5 One (1) original of the Service Categories and Mandatory Cost Proposal in accordance with 5.1.4. Seal the Service Categories and Mandatory Cost Proposal in a separate envelope and mark “Original Cost Proposal.”**

**The originals are to be marked “Original” and if possible bound with a rubber band or large paper clip.**

**2.3.2 In addition to the submission of the original bid, bidders are to submit a copy of the original bid arranged in the following order. Copies of the copy will be reproduced by the State for issuing to the evaluation team(s).**

**2.3.2.1 One (1) unbound and unstapled copy of the original detailed in 2.3.1 with the copy of the Service Categories and Mandatory Cost Proposal sealed in a separate envelop.**

**2.3.2.2 One (1) electronic copy of the bid on CD or USB device. Only Word or Excel formats will be accepted. The exception is the Mandatory Signature Page. The Mandatory Signature Page is to be signed, scanned, and included as a pdf. ITB15000297-01 The format and content must be the same as the manually submitted bid. The electronic version must NOT be password protected or locked in any way.**

**2.3.2.3 The original bid and the copy are to be sealed in a single container for shipping and must be addressed to “Gregöry Lindström (ITB Lead) and clearly marked “ITB15000297 \_Statewide IT Contracted Services Bid” and carrier shipped per the instructions on the State Mandatory Signature Page.**

**2.3.2.4 Bids may also be hand-delivered to the Division of Purchasing, 650 West State Street, Office B-15, Boise, Idaho.**

**Please bind the packet with a rubber band or paper clip, and mark the packet “Copy.”**

**In order to be considered for evaluation and award, the sealed bid must be delivered to the place specified per the Idaho Signature Page no later than the solicitation closing date and time posted in IPRO.** A bid received after the bid closing time or received at the wrong location will not be accepted unless the State determines that late receipt was due solely to mishandling by the State after its arrival.

2.4 **(M) VALIDITY OF BIDS**

**Bids shall remain valid for 120 calendar days after the date set for the opening of bids.**

**3. EVALUATION CODES**

3.1 **This ITB will be partially evaluated and scored.** The following evaluation codes will be used to identify those requirements and specifications that will be evaluated. **The State reserves the right to seek clarification from the bidder, or to seek a response on any (M), (M, E), or (E) requirement.**

3.1.1 **(M)**  **MANDATORY REQUIREMENT**

Failure to comply with any mandatory specification or requirement may at the sole discretion of the State render a bidder’s bid non-responsive and no further consideration given to the bid.

3.1.2 **(M, E)** **MANDATORY-EVALUATED REQUIREMENT**

Failure to comply with any mandatory-evaluated specification or requirement may at the sole discretion of the State, render bidder’s bid non-responsive. **Bidder is to provide a written response for evaluating*.*** Written response may be a State supplied form requiring completion and submittal as part of a responsive bid, or may be a written response required from the bidder as part of a responsive bid. Points will be awarded based on the evaluation scoring criteria listed in this specification. Failure to provide a written response may result in a finding of non-responsive either for the Service Category bid, or for the sub-service bid in Service Category 4. The State reserves the right to request a written response.

3.1.3 **(E)** **EVALUATED SPECIFICATION**

**Bidder is to provide a written response for evaluating*.*** Written response may be a State supplied form requiring completion and submittal as part of a responsive bid, or may be a written response required from the bidder as part of a responsive bid. Failure to provide a written response will result in zero (0) points awarded for the requirement or specification. The State reserves the right to request a written response.

**SECTION 4**

**TERMS OF PROCUREMENT PROCESS**

4.1 To be considered responsive, bidders shall adhere to all requirements of this solicitation. The determination of whether a bid is responsive is a determination made solely by the State. The State reserves the right to waive any nonmaterial variation that does not violate the overall purpose of the solicitation, frustrate the competitive bidding process, or afford a bidder an advantage not otherwise available to all bidders. The State further reserves the right to request clarifications or provision of missing information provided the missing information does not place another bid at a disadvantage.

4.2 All data provided by the State in relation to this solicitation represents the best and most accurate information available at the time of solicitation preparation. Should any data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for contract or contract amendment by the Contractor.

4.3 All bid material submitted becomes the property of the State of Idaho and shall not be returned to the bidder unless the solicitation is cancelled by the State (State Code § 67-5725). Bids and supporting documentation may be available for public inspection upon written request following the announcement of a contract award, except for information specifically exempted from disclosure under the Idaho Public Records Act, Section 9-340D(1), Idaho Code.

**SECTION 5**

**EVALUATED BUSINESS AND TECHNICAL RESPONSE**

**FOR ANY SERVICE CATEGORY AND FOR ANY PARTICULAR SUB-SERVICE CATEGORY WITHIN A SERVICE CATEGORY, THE STATE RESERVES THE RIGHT TO MAKE NO AWARD IF IN THE STATE’S DETERMINATION, NO BID OFFERS SUFFICIENT EVIDENCE OF A BIDDER’S CAPABILITY TO PROVIDE THE REQUIRED SERVICES.**

5.1 **(M)** **BUSINESS RESPONSE**

**The business response portion of a bidder’s bid shall be comprised of the following.**

5.1.1 **(M) Bidders are to provide the following information. *FAILURE TO PROVIDE THE FOLLOWING INFORMATION MAY, AT THE SOLE DETERMINATION OF THE STATE, LEAD TO A FINDING OF NON-RESPONSIVE, AND NO FURTHER CONSIDERATION GIVEN TO THE BID*.**

***BIDDERS ARE TO STATE THE REQUIREMENT NUMBER WHEN RESPONDING*. Failure to state the requirement number when responding may lead to a finding of non-responsive if the State cannot determine a response meets the requirements listed below. It is not necessary to repeat back to the State the requirement itself.**

**5.1.1.1 (M) TRANSMITTAL LETTER.**

**Transmittal Letter is to comply with and contain the following information.**

**5.1.1.1.1 The Transmittal Letter is to be on official letterhead of the bidder’s company, with the bidder’s name, mailing address, telephone number, facsimile number, and e-mail address of the bidder’s authorized agent readily evident. *THE TRANSMITTAL LETTER MUST BE SIGNED IN INK BY AN INDIVIDUAL AUTHORIZED TO COMMIT THE BIDDER TO THE SERVICES PROPOSED. □√***

**5.1.1.1.2 Identification of the bidder’s corporate or other legal entity. Bidders must include their tax identification number. The bidder must be a legal entity with the legal right to contract. □√**

**5.1.1.1.3 Contact information for the person(s) responsible for receiving and fulfilling Project Service Order requirements if a contract is awarded. Contact information is to include name, title, phone number, and email address. If the bidder uses a general email address for receiving inquiries, bidder may provide that instead of a person’s name and contact information. □√**

**5.1.1.1.4 A statement indicating the bidder’s acceptance of and willingness to comply with the requirements of the solicitation and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions, State of Idaho Special Terms and Conditions for Customized Software and Related Services, and any term or condition found within this solicitation. □√**

**5.1.1.1.5 A statement that providing contracted information technology services is the primary business of the bidder’s company, and that the company has been providing contracted information technology services to verifiable clients for no less than one (1) year prior to the close of the solicitation. □√**

**5.1.1.1.6 A statement that the bidder is financially stable and has been financially stable for the year prior to the closure of this solicitation. □√**

**The State reserves the right to request and evaluate financial statements from bidders for which there is a concern regarding their financial stability and ability to provide uninterrupted service. Furthermore, the State reserves the right not to offer a contract to any bidder found not to be financially stable.**

**5.1.1.1.7 A statement that the bidder shall adhere to Clause 7 BACKGROUND CHECKS in Appendix A SPECIAL TERMS AND CONDITIONS, for all employees providing services to the State. □√**

**5.1.1.1.8 A statement that the bidder complies with affirmative action and equal employment regulations. □√**

**5.1.1.1.9 A statement that the bid was arrived at independently by the bidder without collusion, consultation, communication, or agreement with any other bidder as to any matter concerning pricing. □√**

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

**5.1.1.1.11 A statement naming the firms and/or staff responsible for writing the bid. □√**

**5.1.1.1.12 A statement that the bidder is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. □√**

**5.1.1.1.13 A statement affirming the bid will be firm and binding for 120 days from the bid opening date. □√**

**5.1.1.1.14 A statement declaring that by submission of its bid, the bidder warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10(5). The bidder does not knowingly hire or engage any person or persons not authorized to work in the United States, and that the bidder has established procedure and protocol to ensure that it does not hire or engage any person or persons not authorized to work in the United States. Any misrepresentation in this regard or any employment of a person or persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach of any resulting contract. A violation will be cause for the imposition of monetary penalties up to five Percent (5%) of the total contract price, per violation, and/or termination of its contract. □√**

<http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html>

**5.1.1.1.15 A statement declaring that by submission of its bid, the bidder warrants that any contract resulting from this solicitation will remain compliant during its term to Executive Order 2007-09. No service provided under any resulting contract from this solicitation shall be performed outside the United States of America. All services provided are to be provided within the United States. □√**

<http://gov.idaho.gov/mediacenter/execorders/eo07/eo_2007_09.html>

**5.1.1.1.16 A statement that the bidder will comply at all times with the required criminal background check requirements of the contract, including any requirements of a PSO that are within the scope of the contract. □√**

**5.1.2** **(M, E) Client Reference List.**

**Bidder’s must complete and return a Client Reference List (Attachment 3). Failure to provide a completed Client Reference List for the Service Category(s) bid shall deem the bidder’s bid non-responsive.**

**5.1.2.1 (M, E) For Service Category 1. □√**

**Bidders must provide a minimum of three (3) client references capable of verifying the bidder's ability to provide the necessary IT resources required by this Service Category. Client references must have contracted the bidder's services within two (2) years prior to the closing of this solicitation. Failure to provide three (3) verifiable client references shall render the bidder's bid non-responsive and no further consideration will be given to the bid. Client references given may be used for multiple Service Categories being bid. Bidders may provide up to six (6) client references (but no more) to ensure sufficient client references are received to verify the capability of the bidder to provide the required services. Using the service classifications listed in the Mandatory Cost Proposal for this Service Category, bidders are to list in the "Service(s) Provided" field on the Client Reference List, the services provided to the client, such as "Data Base Administrator", "Software Engineer", etc.**

**5.1.2.2 (M, E) For Service Category 2. □√**

**Bidders must provide a minimum of three (3) client references capable of verifying the bidder's ability to provide the necessary IT resources required by this Service Category. Client references must have contracted the bidder's services within two (2) years prior to the closing of this solicitation. Failure to provide three (3) verifiable client references shall render the bidder's bid non-responsive and no further consideration will be given to the bid. Client references given may be used for multiple Service Categories being bid. Bidders may provide up to six (6) client references (but no more) to ensure sufficient client references are received to verify the capability of the bidder to provide the required services. Using the service classifications listed in the Mandatory Cost Proposal for this Service Category, bidders are to list in the "Service(s) Provided" field on the Client Reference List, the services provided to the client, such as "Network Administrator", "System Administrator", etc.**

**5.1.2.3 (M, E) For Service Category 3. □√**

**Bidders must provide a minimum of three (3) client references capable of verifying the bidder's ability to provide the necessary IT resources required by this Service Category. Client references must have contracted the bidder's services within two (2) years prior to the closing of this solicitation. Failure to provide three (3) verifiable client references shall render the bidder's bid non-responsive and no further consideration will be given to the bid. Client references given may be used for multiple Service Categories being bid. Bidders may provide up to six (6) client references (but no more) to ensure sufficient client references are received to verify the capability of the bidder to provide the required services. Using the service classifications listed in the Mandatory Cost Proposal for this Service Category, bidders are to list in the "Service(s) Provided" field on the Client Reference List, the services provided to the client, such as "Project Coordinator", "Project Quality Assurance Analyst", etc.**

**5.1.2.4 (M, E) For Service Category 4. □√**

**Bidders bidding Service Category 4 must provide a minimum of three (3) client references per each sub-service category being bid capable of verifying the bidder's ability to resource the necessary IT resources to provide the services required by the sub-service category. Client references must have contracted the bidder's services within two (2) years prior to the closing of this solicitation. Failure to provide three (3) verifiable references per sub-service category bid shall render the bidder's offer non-responsive and no further consideration will be given to the bid. Client references given may be used for multiple sub-service categories. Bidders may provide up to five (5) client references (but no more) per sub-service category to ensure sufficient client references are received to verify the capability of the bidder to provide the services within the sub-service category. Using the service classifications listed in the Mandatory Cost Proposal for this Service Category, bidders are to list in the "Service(s) Provided" field on the Client Reference List, the services provided to the client, such as "Technical Writer", "GIS Programmer/Analyst", etc. For Category 4, offerors may bid any sub-service category.**

**5.1.2.5 (M,E) For All Service Categories**

**The State reserves to right to use State client references in evaluating bidders. State client references will not be used for evaluating resumes, and in the event a bidder list a client reference assigned to evaluate resumes, the bidder will be asked to provide an alternate reference. ITB15000297-01**

**5.1.3 (M, E) Resumes □√**

**Bidders must submit resumes for evaluation as part of their bid. Submitted resumes must be for either current employees or contracted staff in accordance with this specification.**

**The State reserves the right to contact the persons submitted to verify work experience and skill represented, and employment with the bidder in accordance to the specifications of this solicitation ITB15000297-01. All resumes are to be marked “confidential”, and contain at a minimum, a name and contact telephone number. The State’s preference is to have a name, contact telephone number and an email address. Resumes will be considered intellectual property and protected from disclosure.**

**Resumes not marked “confidential” shall not be considered confidential. ITB15000297-01**

***BIDDERS THAT FAIL TO SUBMIT THE REQUIRED NUMBER OF* ITB15000297-01 *RESUMES FOR THE SERVICE CATEGORY BID WILL BE DEEMED NON-RESPONSIVE AND NO FURTHER CONSIDERATION GIVEN TO THE BID FOR THE SERVICE CATEGORY FAILED.***

***RESUMES RECEIVING AN EVALUATED SCORE OF “0” WILL NOT BE CONSIDERED FOR THE REQUIRED MINIMUM COUNT RESUMES IN SPECIFICATION 5.1.3.9.* A score of “0” is a failing score. Bids failing to provide the required minimum passing resumes will be deemed non-responsive, and no consideration for the Service Category being bid. In the case of Service Category 4, a failing resume will deem the bid non-responsive to the sub-service category being bid.**

**Resumes submitted must meet at a minimum, the following criteria.**

**5.1.3.1 Resumes are not to exceed two (2) single sided pages and ITB15000297-01 must provide evidence of the bidder’s ability to provide the services required for the Service Category being bid. Resumes are to be submitted for the highest experience level within the sub-service category for which the resume is being submitted. ITB15000297**

**5.1.3.1.1 For Service Categories 1 – 3, bidders must submit the ~~minimum~~ number of resumes required by the table in 5.1.3.9, and in accordance with 5.1.3.~~2~~1 – 5.1.3.6. ~~To ensure a bidder meets the number of required minimum “passing” resumes listed in 5.1.3.9, bidders may submit resumes for all sub-service groups within Service Categories 1 – 3.~~ Resumes submitted ~~above the required minimum~~ must be in accordance with 5.1.3.4. Repeat resumes within a Service ~~Group~~ Category will not be considered. ITB15000297-01**

**5.1.3.1.2 For Service Category 4, bidders must submit the ~~minimum~~ required number of “passing” resumes required by the table in 5.1.3.9, and in accordance with 5.1.3.1, 5.1.3.2, 5.1.3.3, 5.1.3.5, and 5.1.3.6. Bidders can bid any sub-service ~~group~~ category in Service Category 4, but must provide the required resume for the sub-service ~~group~~ category bid ITB15000297-01.**

**5.1.3.2 The sub-service category for which the resume is being submitted must be clearly noted on the first page of the resume.**

**5.1.3.3 The first page must clearly state the name, phone number and/or email address of the person described in the resume.**

**5.1.3.4 For Service Categories 1 – 4, the same person (resume) may be submitted multiple times across the Service Categories, but may only be submitted once within a Service Category in meeting the “Minimum Required Passing Resumes”. ~~The same person can only be submitted once for a sub-service category within Service Groups 1 - 3.~~ For ~~The exception is~~ Service Category 4, ~~where~~ the same person may be used for multiple sub-service categories ITB15000297-01.**

**5.1.3.5 One AND ONLY ONE resume will be accepted per sub-service category, including the sub-service categories in Service Category 4. Submit the best candidate for each sub-service category for which you are submitting the required number of resumes. If there are experience levels within the sub-service category, resumes are to be submitted for the highest experience level, and will be evaluated to the highest experience level listed. ITB15000297-01**

**5.1.3.6 The person named on the resume must have been engaged / employed by the bidder in the capacity of the sub-service category being submitted at some point *AFTER* November 1, 2011. It is highly suggested that dates of engagement be included.**

**5.1.3.7 Resumes will be evaluated based on the following criteria.**

**5.1.3.7.1 Is the resume compliant with 5.1.3.1 – 5.1.3.6?**

**5.1.3.7.2 Does the resume support the person having been engaged or employed by the bidder in accordance with 5.1.3.6?**

**5.1.3.7.3 Does the resume support the skills needed to perform in the sub-service category? If there are experience levels within the sub-service category, resumes will be evaluated to the highest level listed. ITB15000297-01**

**5.1.3.7.4 For Service Categories 1, 2, or 3, do the resumes submitted collectively represent that the bidder can deliver the services listed within the Service Category bid. For Service Category 4, does the resume submitted represent that the bidder can deliver the service listed under the sub-service bid. ITB15000297-01**

**5.1.3.8 Failure to comply with any requirement of 5.1.3.7.1, 5.1.3.7.2, ~~or~~ 5.1.3.7.3, or 5.1.3.7.4 ITB15000297-01 will result in a finding of non-responsive to the Service Category being bid, or for Service Category 4, non-responsive to the sub-service category being bid. ~~, and no further consideration given to the bid for the failing category.~~ ITB15000297-01**

**5.1.3.9 Bidders failing to provide the ~~minimum~~ required “passing” resumes for a Service Category shall be deemed non-responsive and no further consideration will be given to that Service Category.**

**The State will only evaluate the required number of resumes. Additional resumes submitted above the required number will not be evaluated. The State takes no responsibility for any bidder confusion caused by submitting additional resumes above the required number. Additionally, resumes submitted above the required number shall not be considered confidential. ITB15000297-01**

| **Service Category** | **Service CategorySub-Service Category ITB15000297-01 Levels** | **Sub-Service ~~Groups~~ Categories ITB15000297-01** | **~~Minimum~~ ITB15000297-01 Required “Passing” Resumes Per Service Category Bid** | **~~Maximum Number of Resumes That Will Be Considered~~** |
| --- | --- | --- | --- | --- |
| **1**  **Application Support** | **~~10~~ 9**  **ITB15000297-01** | **° ~~DBA~~ Data Base Administrator**  **° Data Architect**  **° Data Warehouse ETL Specialist**  **° Data Warehouse Architect**  **° Data Warehouse Business Intelligence ~~BI~~ Specialist**  **° Software Engineer**  **° Software Architect**  **° Software Quality Assurance Analyst**  **° Software Tester**  **~~° Software~~**  **~~° QA Analyst~~ ITB15000297-01** | **5** | **~~6~~** |
| **2**  **Network & Infrastructure Support** | **4** | **° Network Administrator**  **° System Administrator**  **° Service Desk Technician**  **° Voice/Data Engineer** | **2** | **~~3~~** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **3**  **Project & Process Management** | **6** | **° Project Coordinator**  **° Project Manager**  **° Project QA Analyst**  **° Business Process Analyst**  **° Business Process Engineer**  **° Functional Architect** | **3** | **~~4~~** |
| **4**  **Other Required IT Services** | **5** | **° Technical Writer**  **° IT Security Specialist**  **° Data Entry Operator**  **° GIS Programmer/Analyst**  **° Web Developer** | **1**  **Per sub-service category bid** | **~~1~~**  **~~Per sub-service category bid~~ ITB15000297-01** |

**NOTES:**

**1. Regarding Service Category 4.**

**Each sub-service category will be evaluated and awarded independently. The resume for the sub-service category bid must not receive a failing score of “0”, in order for the bidder to be considered for an award for that sub-service category. A bidder whose submitted resume fails (receives an evaluated score of ‘0’) for a sub-service category, will not be disqualified for other sub-service categories bid within Service Category 4. A failing resume will only disqualify the bidder for the sub-service category for which the resume failed.**

**2. A failing resume for a sub-service group within Service Category 1, Service Category 2, or Service Category 3 will fail the bidder for the Service Category. ~~only if the bidder provided the minimum number of required resumes for the Service Category. Providing only the minimum required resumes for a Service Category means that in order for the bidder to be considered for the category, each resume provided must receive a higher score than “0” (fails).~~ ITB15000297-01**

**5.1.4 (M, E) Mandatory Cost Proposal □√**

**5.1.4.1Attached to this solicitation is Attachment 4 \_Service Categories and Mandatory Cost Proposal. This attachment is to be completed and submitted as the bidder’s cost proposal. No other costs will be considered.**

***ALTERNATE OR OTHER COSTS SUBMITTED BY THE BIDDER WILL DEEM THE BID NON-RESPONSIVE TO THE SERVICE CATEGORY BEING BID, OR IN THE CASE OF SERVICE CATEGORY 4, NON-RESPONSIVE TO THE SUB-SERVICE CATEGORY BEING BID. ANY ALTERATIONS TO THE FORM BY THE BIDDER WILL DEEM THE BID NON-RESPONSIVE TO THE SERVICE CATEGORY BEING BID, OR IN THE CASE OF SERVICE CATEGORY 4, NON-RESPONSIVE TO THE SUB-SERVICE CATEGORY BEING BID.***

**5.1.4.2 Bidders shall bid a *Fully Burdened* Maximum Hourly Service Rate.** A *Fully Burdened Maximum Hourly Service Rate* shall include (but is not limited to) all direct and indirect operating and personnel expenses, such as overhead, salaries, profit, supplies, travel (including lodging and meals), and out of pocket expenses.

Travel shall be considered the travel required ~~within the State of Idaho~~ from the Contractor’s home office or place of residence to the Agency requiring an IT service. ***~~Travel from other states or countries to Idaho to provide services shall not be considered in the Fully Burdened Maximum Hourly Service Rate, and such costs shall be born fully by the Contractor.~~* ITB15000297-01**

***Where travel is ~~less than~~ 30 miles or less to the acquiring Agency, ~~an Agency may disregard without consideration, any proposal submitted by a Contractor in response to a PSO proposing the Contractor’s Maximum Hourly Service Rate.~~*** **Contractor shall not propose the Maximum Hourly Service Rate. Contractors consistently proposing the Maximum Hourly Service Rate for services where required travel is 30 miles or less from the acquiring Agency, will not have their contracts renewed, and at the State’s discretion, may be considered in breach of contract. ITB15000297-01**

Travel shall not be considered to be part of the Fully Burdened Maximum Hourly Service Rate when the Agency requires per the PSO of a Temporary Augmented Staffing Resource or a Temporary IT Project Staffing Resource, to travel for non-training reasons for the Agency. The cost of Agency required travel will be born solely by the Agency, and shall not be part of the Fully Burdened Maximum Hourly Service Rate. Travel for training shall be covered under the Fully Burdened Maximum Hourly Service Rate bid for personnel training.

**5.1.4.3 For Service Categories 1, 2, or 3.**

**Bidders may bid any or all of the three Service Categories. Within the Service Category bid, it is mandatory for the bidder to bid a *Fully Burdened* Maximum Hourly Service Rate per 5.1.4.2 for all sub-service categories, and all services within a sub-service category. *It is also mandatory that the bidder bid Fully Burdened Maximum Hourly Service Rate for Personnel Training.*** This Personnel Training rate is the hourly training rate that will be invoiced for the hours (time) that either a Temporary Augmented Staffing Resource or a Temporary IT Project Staffing Resource spends in Agency required training.

***FAILURE TO BID ALL SUB-SERVICE CATEGORIES AND SERVICES WITHIN A SUB-SERVICE CATEGORY WITHIN A SERVICE CATEGORY, INCLUDING THE FULLY BURDENED MAXIMUM HOURLY SERVICE RATE FOR PERSONNEL TRAINING, SHALL DEEM A BID NON-RESPONSIVE FOR THE SERVICE CATEGORY BEING BID.***

**5.1.4.4 For Service Category 4.**

**Bidders may bid any sub-service category within Service Category 4. It is mandatory, however, that for all services within a sub-service category being bid, for the bidder to bid a *Fully Burdened* Maximum Hourly Service Rate in accordance with 5.1.4.2 for those services. *It is also mandatory that the bidder bid a Fully Burdened Maximum Hourly Service Rate for Personnel Training for the sub-service category.*** This Personnel Training rate is the hourly training rated that will be invoiced for the hours (time) that either a Temporary Augmented Staffing Resource or a Temporary IT Project Staffing Resource spends in Agency required training.

***FAILURE TO BID ALL SERVICES WITHIN THE SUB-SERVICE CATEGORY, INCLUDING THE FULLY BURDENED MAXIMUM HOURLY SERVICE RATE FOR PERSONNEL TRAINING, SHALL DEEM A BID NON-RESPONSIVE FOR THE SUB-SERVICE CATEGORY BEING BID.***

**SECTION 6**

**BID REVIEW, EVALUATION, AND AWARD**

6.1 The objective of the State in soliciting and evaluating bids is to ensure the selection of Contractors who will produce the best possible results for the taxpayer funds expended.

6.2 All bids will first be evaluated to ensure that they meet the mandatory submission requirements.

6.3 The evaluated parts of the bid will then be evaluated. Multiple teams of subject matter experts may be used for evaluating bids. The State reserves the right not only to determine the need for multiple evaluation teams, but also for the composition of the teams and the manner in which the teams are deployed. The exception is the evaluation of the bidder’s services by its clients (Attachment 3 \_Bidder Client Reference List). Multiple State personnel may be used for contacting bidder clients for interviews. Bidder clients will be asked a number of standard questions, and asked to rate the bidder on such things as service, quality, ability, and professionalism.

The evaluated parts of the bid will be scored based upon the following, or some variation thereof.

|  |  |
| --- | --- |
| **Score** | **Represents** |
| 0 | Fails to meet the requirement. |
| 2 | Below average in meeting the requirement. |
| 5 | Average in meeting the requirement. |
| 10 | Above average in meeting the requirement. |

6.4 Evaluation scores will be normalized based upon the Evaluation Criteria Scoring listed in 6.5.

6.4.1 Bidders will receive a single averaged evaluation score for client references per Service Category. For Service Category 4, client references will be averaged per sub-service category bid. For Service Categories 1, 2, and 3, scores will be normalized within the Service Category. For Service Category 4, scores will be normalized within the sub-service category.

6.4.2 Resumes for Service Categories 1, 2, and 3, will be evaluated per the Service Category bid, and receive a single averaged evaluation score per Service Category bid. Scores will then be normalized within the Service Category.

For Service Category 4, scores will be normalized within the sub-service category.

6.4.3 The normalization formula for 6.4.1 and 6.4.2 is as follows.

|  |  |
| --- | --- |
| Bidder score to normalize | \* maximum evaluation criteria points |
| Highest bidder score for the criteria |

6.4.4 For the **Service Categories, the** Mandatory Cost Proposal shall be evaluated as follows.

6.4.4.1 **For Service Categories 1 – 3**

For each Service Category, Maximum Hourly Service Rates will be averaged. Evaluation points will be awarded by normalizing to the lowest average Maximum Hourly Service Rate per Service Category.

6.4.4.2 **For Service Category 4**

For each sub-service category bid, Maximum Hourly Service Rates will be averaged within the sub-service category. Evaluation points will be awarded by normalizing to the lowest average Maximum Hourly Service Rate per sub-service category.

6.4.4.3 The cost normalization formula is as follows.

|  |  |
| --- | --- |
| Lowest Avg. Maximum Hourly Service Rate | \* maximum evaluation criteria points |
| Avg. Maximum Hourly Service Rate to normalize |

**6.5 EVALUATION CRITERIA SCORING**

**Points will be awarded per the following table.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Service Category 1** | **Service Category 2** | **Service Category 3** | **Service Category 4** |
| **Mandatory Submission Requirements, including Transmittal Letter** | **Pass/Fail** | **Pass/Fail** | **Pass/Fail** | **Pass/Fail** |
| **Client References** | **150 Points** | **150 Points** | **150 Points** | **150 Points per sub-service category** |
| **Resumes** | **150 Points** | **150 Points** | **150 Points** | **150 Points per sub-service category** |
| **Cost Proposal** | **700 Points** | **700 Points** | **700 Points** | **700 points per sub-service category** |
| **Total** | **1,000 Points** | **1,000 Points** | **1,000 Points** | **1,000 points per sub-service category** |

**6.6 AWARD**

6.1 **Service Categories 1 – 3.**

It is the State’s intent to award at a minimum, seven (7) Contractors per Service Category. If the State determines based upon the scoring that additional Contractors should receive awards, the State reserves the right to contract as many Contractors as it deems appropriate.

If the State determines there is insufficient qualified bidders to award to seven (7) Contractors per Service Category, the State reserves to right to contract as many Contractors as it deems appropriate, including determining to contract to none.

6.2 **Service Category 4.**

It is the State’s intent to award at a minimum, seven (7) Contractors per sub-service category. If the State determines based upon the scoring that additional Contractors should receive awards, the State reserves the right to contract as many Contractors as it deems appropriate, per sub-service category.

If the State determines there is insufficient qualified bidders to award to seven (7) Contractors per sub-service category, the State reserves to right to contract as many Contractors as it deems appropriate per sub-service category, including determining to contract to none.

**APPENDIX A**

**SPECIAL TERMS AND CONDITIONS**

1. DEFINITIONS

1.1 AGENCY

As used in the context of this solicitation, any State agency or Public Agency as defined by State Code § 67-2327 and 67-5716 (14).

1.2 AGENCY PROJECT LEAD

Shall mean that person appointed by the Agency, to administer the Project Service Order and contracted service per the Project Service Oder, on behalf of the Public Agency. The Project Lead shall be the primary person of contact between the Public Agency and the Contractor. The Public Agency shall retain the right to change the Project Lead with sufficient notification to the Contractor.

1.3 PROJECT SERVICE ORDER (**PSO**)

Is that written instrument as detailed and authorized by this solicitation that shall be used to communicate the needed service to the Contractors contracted to provide services, evaluate the responses, and select and bind the Contractor to the provision of that PSO.

1.4 STATE

Shall have the same meaning as set forth in the State Of Idaho Standard Contract Terms and Conditions.

1.5 TEMPORARY AUGMENTED STAFFING RESOURCE – A temporary IT service resource acquired for the purpose of augmenting an Agency’s IT staff for delivering standard Agency IT services. May be an employee of the Contactor (including H-1B employees), or a subcontractor to the Contractor, including individuals receiving a 1099 from the Contractor.

1.6 TEMPORARY IT PROJECT STAFFING RESOURCE – A temporary IT service resource acquired for augmenting an Agency’s IT staff or staff assigned to a specific IT project or solution having a defined project schedule which includes tasks for beginning, developing, implementing, testing, acceptance, and “Go Live.” It does not include temporary IT service resources for system maintenance and operation. May be an employee of the Contactor (including H-1B employees), or a subcontractor to the Contractor, including individuals receiving a 1099 from the Contractor.

2. INITIAL TERM OF THE AGREEMENT AND RENEWALS

2.1 The initial term of all contracts resulting from this solicitation shall be three (3) years. After the initial term of the contracts, the contracts may be renewed annually upon mutual agreement, under existing terms and conditions. Three (3) annual renewals shall be allowed.

2.2 On the annual anniversary of the contracts, Contractors shall be allowed to adjust their Fully Burdened Maximum Hourly Service Rates for those IT services for which they have received a contract. Personnel Training Fully Burdened Maximum Hourly Service Rates may also be adjusted. The Division of Purchasing will contact all Contractors prior to the annual anniversaries, notifying the Contractors of the upcoming annual opportunity to adjust rates.

Fully Burdened Maximum Hourly Service Rate increases may not exceed a 3.5% increase over the previous year’s rate. Contractor’s increasing rates over 3.5% will not have their contracts renewed.

Annual rate adjustments shall only apply to new PSOs signed after the annual rate adjustments go into affect, AND SHALL NOT APPLY TO EXISTING PSOs. Contractors may request in writing to an Agency for which the Contractor has an open PSO, an adjustment to the Hourly Service Rate for the IT service(s) being provided. The Agency is not bound to accept any requested cost increase put forth by the Contractor. If a cost increase is accepted, the parties shall amend the PSO to reflect the new hourly service rate. In no instance may the new adjusted hourly service rate exceed the current Maximum Hourly Service Rate.

2.3 The State reserves the right to not renew the contract for any Contractor whose service has been unacceptable to the State or to an Agency, or whose financial stability is thought by the State to pose a risk to the Contractor’s ability to provide continuous, uninterrupted service. Additionally, the State reserves the right to cancel any contract and all outstanding Project Service Orders of any Contractor for any cause for which the State feels the contractual relationship is no longer in the best interest of the State.

3. PROJECT SERVICE ORDERS (PSO)

3.1 Responses to an Agency PSO **are required by the “Response Due By Date” posted on the PSO and ITB15000297-01** shall remain valid for 30 calendar days after the response due date. **It is the intent of the PSO process for the issuing agency to receive responses from all Contractors contracted for providing the services listed in the PSO. The State reserves the right to not request contract renewals of Contractors not responding to PSOs, or responding only to high dollar PSOs. At a minimum and as a professional courtesy, Contractors are to respond to all PSOs received with an offer, or an explanation as to why the Contractor is passing on the opportunity. ITB15000297-01**

3.2 Under a PSO, Contractor shall not offer for sale or lend to any Agency for any reason, any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software. This provision shall not prevent the Contractor from using its own hardware or software resources for providing services. Contractor shall not offer to any Agency services not within the scope of the contract.

3.3 Survivability of a Temporary Augmented Staffing Resource PSO

The State reserves the right upon the expiration of a contract, for particular PSOs for Temporary Augmented Staffing Resources to survive the contract expiration under existing terms, conditions, AND PRICING, and upon written notice to the Contractor. Surviving PSOs for Temporary Augmented Staffing Resources may survive for up to 180 calendar days to be utilized solely by the State to prevent lapses in service(s) for which a PSO is effective. The open PSO shall be amended to add an expiration date of no later than 180 calendar days after the expiration date of the contract. Surviving PSOs for Temporary Augmented Staffing Resources shall automatically expire 180 calendar days after the expiration date of the contract. Contractor shall work with the ordering Agency to ensure a smooth transition of services from the Temporary Augmented Staffing Resource to the Agency.

3.4 Survivability of a Temporary IT Project Staffing Resource PSO

The State reserves the right upon the expiration of a contract, for particular PSOs for Temporary IT Project Staffing Resources to survive the contract expiration under existing terms and conditions upon written notice to the Contractor.

Surviving PSOs for Temporary IT Project Staffing Resources may survive for up to 540 calendar days, or until the IT project is fully implemented, tested, accepted, and provided 90 calendar days of production service. The intent of the survivability is solely to ensure the completion of existing IT projects, and may not be used to begin new IT projects. The open PSO shall be amended to add an expiration date of no later than 540 calendar days after the expiration of the contract. Surviving PSOs for Temporary IT Project Staffing Resources shall automatically expire 540 calendar days after the expiration date of the contract. Contractor shall work with the ordering Agency to ensure a smooth transition of services from the Temporary IT Project Staffing Resources to the Agency.

3.6 The right is reserved by an Agency upon the mutual consent of the parties, to amend an active PSO to better meet the needs of the Agency. No amendment to an existing PSO shall significantly amend the scope of the PSO without effecting the termination of the PSO, to the extent that the amendment does not significantly amend the scope of the PSO.

Assigned resources to a PSO may be replaced by the Contractor with an employee or subcontractor of equal ability and skill should the assigned employee leave the Contractor’s employment. No amendment to the PSO shall be required. The Agency, however, retains its right to terminate the PSO for convenience.

**Maximum Hourly Service Rates may not be amended via a PSO,** however the hourly service rate may be amended as long as it does not exceed the current posted Maximum Hourly Service Rate for the Contractor.

3.5 The right is reserved by the State to amend the PSO template at any time during the term of the contract to enhance the efficiency of the form.

**3.6 Service performed under a PSO is not a Time and Material service, and shall not be billed as such. ITB15000297-01**

4. CONTRACTOR SUPPLEMENTAL DOCUMENTS

Any Contractor supplemental documents required by the Contractor to be signed by an Agency shall be considered null and void unless specifically reviewed, approved, and signed by the Division of Purchasing. Refusal by the Division of Purchasing to either review, or review and accept a Contractor supplemental document, shall not relieve the Contractor of providing the service per the terms and conditions of the contract. Refusal on the part of the Contractor to provide a service per a **PSO** that is in full compliance with the contract shall be considered a breach of the contract.

5. INDEPENDENT CONTRACTOR

Contractor must perform its duties hereunder as an independent contractor, not as an employee of an Agency. Neither the Contractor nor any agent or employee of the Contractor will be or shall be deemed to be an agent or employee of an Agency. The Contractor must pay when due, all required employment taxes and income tax withholdings, including all federal income taxes and local taxes, and any monies paid pursuant to contract awarded as a result of the contract. The Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage. Contractor will have no authorization, expressed or implied, to bind an Agency to any agreements, liability, or understanding except as expressly set forth herein. The Contractor must provide and keep in force Worker’s Compensation and unemployment compensation insurance in the amounts required by law, and must be solely responsible for the acts of the Contractor, its employees, and agents. Contractor shall indemnify the State and hold it harmless from any and all claims for taxes, including but not limited to social security taxes, penalties, attorney’s fees and costs that may be made or assessed against the State arising out of Contractor’s failure to pay such taxes, fees or contributions.

6. SUBCONTRACTORS

Contractor is fully responsible for all services performed under the contract, whether directly or via subcontractors. Contractor is fully responsible for all insurance, federal, or other requirements, whether performed by an employee or subcontractor.

Contractor is the sole point of contact regarding all contractual matters, including payment of any and all charges resulting from the contract. The State and the Agency reserve the right to require that the Contractor remove a subcontractor from a project. The Agency will not be responsible for any costs incurred by the Contractor in replacing the subcontractor.

7. BACKGROUND CHECKS

All Contractor personnel (including subcontractor personnel) assigned to the fulfillment of a **PSO**, must at a minimum have passed a criminal background check within the twelve (12) months preceding assignment. Contractor must provide written confirmation to acquiring Agency that background checks have been conducted. That written confirmation must be given prior to the Temporary Augmented Staffing Resource or the Temporary IT Project Staffing Resource beginning work. The Contractor is to bear the full cost of the background check.

If at any time it is discovered that a Temporary Augmented Staffing Resource or the Temporary IT Project Staffing Resource has a criminal record that includes a felony or misdemeanor such as terroristic behavior, violence, sexual predation, use of a lethal weapon, breach of trust/fiduciary responsibility, or which raises concerns about building, system or personal security, or is otherwise job-related, the Contractor shall not assign that Temporary Augmented Staffing Resource or the Temporary IT Project Staffing Resource to any **PSO,** shall remove any access privileges already given to the Temporary Augmented Staffing Resource or the Temporary IT Project Staffing Resource, and shall not permit that Temporary Augmented Staffing Resource or the Temporary IT Project Staffing Resource remote access unless the Agency consents to the access in writing, prior to the access.

The Agency reserves the right to perform its own criminal background check on a proposed or assigned Contractor resource, or require the Contractor to perform criminal background checks on all personnel assigned to a PSO at the time of assignment, or any time during the term of the PSO.

8. POINTS OF CONTACT

An Agency’s project lead shall be the single point of contact for acceptance of any and all deliverables required by a PSO, unless authority is delegated in writing to the Contractor by the Agency project lead.

The Contractor’s project lead shall be the single point of contact for delivery and acceptance of any and all deliverables required by a PSO, unless authority is delegated in writing to the Agency project lead and accepted in writing by the Agency project lead. The Agency project lead has sole right and authority once a PSO is awarded and a Contractor project lead is assigned, to accept and authorize a change by the Contractor of the Contractor assigned project lead.

9. CONTRACT TERMINATION TRANSITION PLAN

If a Contractor is terminated for breach of contract, Contractor shall work with all Agencies for which the Contractor is providing services under open PSOs**,** to minimize disruption of services to the Agencies. Contractors shall provide to the Agency a draft Contract Termination Transition Plan that describes how the Contractor will provide for an orderly and controlled transition of the Contractor’s responsibilities to the Agency or to another Contractor contracted under the resulting contracts from this solicitation. The Contractor shall:

9.1 Return all data that is the property of the Agency in a reasonable format specified by the Agency;

9.2 Return all property in any form belonging to the Agency and in reasonable condition;

9.3 Return all confidential information that may have been received from the Agency.

10. RECORDS AND DATA

10.1 FISCAL RECORDS

The Contractor shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of a PSO.

10.2 RECORDS MAINTENANCE

The Contractor shall maintain all records and documents relevant to a PSO for three (3) years from the date of final payment and termination of a PSO. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later.

10.3 TERMINATION OF CONTRACT

If the existence of the Contractor is terminated by bankruptcy or any other cause, all program and fiscal records related to a PSO shall become the property of the ordering Agency, and the Contractor shall immediately deliver such records to the Agency project lead.

10.4 RECORDS REVIEW

All records and documents relevant to the PSO, including but not limited to fiscal records, shall be available for and subject to inspection, review or audit, and copying by the Agency project lead, or other duly authorized agent of the Agency, and by federal inspectors or auditors. Contractor shall make its records available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Agency.

10.5 SUBCONTRACTS

The Contractor shall include the requirements of the resulting contract, and enforce the requirements of the resulting contract, upon all subcontractors (including 1099 employees) employed in fulfilling the requirements of a PSO.

10.6 OWNERSHIP OF INFORMATION

The Agency shall have unlimited rights to own, possess, use, disclose, transfer, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented or furnished by the Contractor under the contract and any resulting PSO.

11. CUSTOMER SERVICE

11.1 CONTRACTOR PROJECT LEAD

For any PSO awarded, Contractor shall provide to the Agency project lead, the name and contact information for the Contractor project lead assigned to administer the PSO. Failure to keep the Agency project lead current with all contact information may be deemed a Breach of Contract, and may result in the cancellation of the PSO, at the discretion of the Agency project lead. Contractors are to make every effort to ensure that the Contractor project lead remains in place for the duration of a PSO.

11.2 CORRESPONDENCE

Contractor shall respond to written correspondence within five (5) working days from receipt. The Contractor shall provide clear, understandable, timely and accurate written information to the Agency.

11.3 RePLACEMENT of Contractor Employees

The State and specifically the Agency administering the open PSO, shall have the right, after having consulted with the Contractor, to require the Contractor to remove from the contracted service, any Contractor employee or subcontractor found in good faith to be unacceptable to the Agency. The Agency will not be responsible for any costs incurred by the Contractor in replacing the employee or subcontractor. Furthermore, any Contractor employee or subcontractor assigned to an open PSO found not to be in compliance with Clause 7 BACKGROUND CHECKS, shall be immediately removed from the project. The Agency may either terminate the PSO, terminate and reissue the PSO for responses, or allow the Contractor to replace the non-compliant employee or subcontractor with a compliant employee or subcontractor of equal abilities.

12. STATE AUDIT EXCEPTIONS

If a State audit indicates that payments to the Contractor fail to comply with applicable State laws, rules or regulations, the Contractor shall refund and pay to the Agency any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.

13. COMPLIANCE WITH CERTAIN LAWS

13.1 LOBBYING

13.1.1 The Contractor certifies that none of the compensation received under the contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any State Agency, a member, officer or employee of the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

13.1.2 The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including loans and cooperative agreements) entered into as a result of the contract, and that all sub-recipients shall certify and disclose as provided herein.

13.1.3 The Contractor acknowledges that a false certification may be cause for termination of the contract.

13.2 QUALIFICATION

The Contractor certifies and warrants to the best of its knowledge and belief that it and its principals:

13.2.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the contract by a government entity (federal, state or local);

13.2.2 Have not, within a three (3) year period preceding the contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

13.2.3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in 7. BACKGROUND CHECKS; and,

13.2.3.1 Have not within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default;

13.2.3.2 The Contractor acknowledges that a false statement of this certification may be cause for termination of the contract.

14. CONFLICT OF INTEREST

14.1 PUBLIC OFFICIAL

No official or employee of the State of Idaho, and no other public official of the State of Idaho government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the contract shall, prior to the termination of the contract, voluntarily acquire any personal interest, direct or indirect, in the contract, or proposed contract.

14.2 CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further warrants that in the performance of the contract, no person who has any such known interests shall be employed.

15. REMEDIES

15.1 REMEDIAL ACTION

If any of the services do not conform to the PSO requirements, the Agency shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency:

15.1.1 Require the Contractor to take corrective action to ensure that performance conforms to the PSO;

15.1.2 Reduce payment to reflect the reduced value of services received;

15.1.3 Require the Contractor to subcontract all or part of the service at no additional cost to the Agency; or,

15.1.4 Terminate the PSO with full refund of all monies paid.

15.2 TERMINATION FOR CONVENIENCE

The Division of Purchasing may terminate the contract for its convenience in whole or in part, if the Division determines it is in the State’s best interest.

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

15.2.1 Stop all work on all PSOs, unless the termination notice directs otherwise;

15.2.2 Place no further subcontracts for materials or services, except as necessary to complete any continuing portion of the contract;

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

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

15.2.5 Promptly return to the Agency any property provided by the Agency pursuant to the PSO;

15.2.6 Deliver or otherwise make available to the Agency all developed or enhanced software, data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the PSO, whether completed or in process; and,

15.2.7 Within thirty (30) days of termination for convenience, the Agency shall pay all unpaid fees to the Contractor provided the Contractor has provided the Agency a final detailed invoice for services rendered, and those unpaid fees are in accordance with the services rendered.

Unless otherwise set forth in the contract, 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 Contract had been fully performed:

15.2.8 The Contract price for deliverables or services accepted by an Agency and not previously paid for; and,

15.2.9 The total of:

15.2.9.1 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;

15.2.9.2 The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract;

15.2.9.3 Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating it work; and,

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

15.3 TERMINATION FOR CAUSE

The Division of Purchasing may terminate the contract in whole, or open PSO upon a written without opportunity to cure notice to the Contractor if at any time:

15.3.1 The Contractor is in material breach of any warranty, term, condition, covenant or obligation under the contract or PSO;

15.3.2 Judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the contract infeasible or impossible;

15.3.3 Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; or

15.3.4 Contractor fails to comply with any applicable law, regulation, or rule. This same shall apply to active PSOs.

15.4 EFFECT OF TERMINATION

Upon termination, Contractor shall:

15.4.1 Stop all work on all PSOs, unless the termination notice directs otherwise;

15.4.2 Place no further subcontracts for materials or services, except as necessary to complete any continuing portion of the contract;

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

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

15.4.5 Promptly return to the Agency any property provided by the Agency pursuant to the PSO;

15.4.6 Deliver or otherwise make available to the Agency all developed or enhanced software, data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the PSO, whether completed or in process; and,

15.4.7 Within thirty (30) days of termination for convenience, the Agency shall pay all unpaid fees to the Contractor provided the Contractor has provided the Agency a final detailed invoice for services rendered, and those unpaid fees are in accordance with the services rendered. Upon termination, the Agency may take over the services and may award another party to complete the services per the PSO. Upon termination for cause, the Agency shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach.

15.5 SURVIVAL OF TERMS

Any termination, cancellation, or expiration of the contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

16. ADDITION/UPGRADING OF IT SERVICES

The State reserves the right to add/upgrade IT services as need arises. Should the State determine that a new IT service is required to meet the need of an Agency, in its sole discretion, the State shall determine the Service Category into which the desired service is to be added. The State will then issue formal written notice to all Contractors within the Service Category, that the service is being added. Within ten (10) working days from issue of notice, all Contractors within the Service Category to which a new service is being added, shall provide to the DoP assigned Purchasing Officer administering the contracts, the “Maximum Hourly Service Rate” cost for the service being added. All Contractors within that Service Category shall be required to respond to any PSO issued by an Agency for the added service.

17. RESERVATION OF RIGHTS

It is the State’s intent to use the IT contracted services contracts to fulfill as many State IT service needs through the contracts. However, the State reserves the right regarding the addition of IT services, to determine that it is in the State’s best interest to competitively propose for a service not currently covered by the contracts. The State reserves the right to:

17.1 Release a competitive bid through the DoP for the service for a particular State Agency;

17.2 Release a competitive bid through the DoP for a statewide contract for the fulfillment of the service; or,

17.3 If the needed service is within the Delegated Purchasing Authority of the Agency, allow the Agency to competitively bid for the service.

18. TRAINING

The right is reserved by the ordering Agency to request additional training of a Temporary Augmented Staffing Resource or a Temporary IT Project Staffing Resource assigned to a PSO in order to meet a specific need of the Agency. Should additional resource training be required by an Agency, the following shall apply.

18.1 Hours required in training shall be charged at the current Maximum Hourly Service Rate for Service Category Charge for any State Required Contracted Services Personnel Training.

18.2 The Agency shall identify the required training and clearly specify the requirement, including a timeline to accomplish the training and the specific skill(s) to be acquired, in the PSO. If the addition of training is required for an open PSO, the parties shall agree to amend the PSO adding the required training and expected costs. If the Contractor disagrees with adding the training requirement, the Agency may terminate the PSO and reissue a PSO requiring the training.

18.3 All required travel outside the Agency shall require the Agency and the Contractor to work together to identify an acceptable source for the training.

18.3 The Agency shall be responsible for the travel costs of all required training however the initial costs shall be borne by the Contractor and invoiced to the Agency at actual costs. All invoices for reimbursement for training must be accompanied by receipts.

18.4 Travel costs are defined as, but not limited to, the actual costs of the training, travel, lodging, and meals. The Agency and the Contractor are to review expected costs and preliminarily agree to the costs prior to any travel or receipt of training. The Agency reserves the right to coordinate all travel related to training.

19. CONFIDENTIAL INFORMATION

At the sole option of an Agency, all Contractor personnel employed to fulfill a PSO must sign and submit to the Agency project lead prior to rendering any service, a completed Confidentiality and Non-Disclosure Agreement (Attachment 7).

20. CONTRACTOR NEWS RELEASES AND MARKETING

Neither the Contractor nor anyone employed by the Contractor shall issue any news release pertaining to any aspect of services rendered to an Agency without the prior written consent of the Agency.

21. INVOICING

Invoices must be submitted once a month, separately, to each ordering Agency that services were provided to. Invoices may only be submitted only after the satisfactory completion and acceptance by the Agency project lead of any service or deliverable provided. DO NOT SEND INVOICES TO THE STATE’S DIVISION OF PURCHASING, OR CONTACT THE DIVISION OF PURCHASING REGARDING INVOICES. Payment of invoices is solely the responsibility of the ordering Agency.

22. STATE OF IDAHO SPECIAL TERMS AND CONDITIONS FOR CUSTOMIZED SOFTWARE AND RELATED SERVICES

The State of Idaho Special Terms and Conditions for Customized Software and Related Services applies to all contracts resulting from this solicitation.

23. TRAVEL REQUIRED TO PROVIDE SERVICES

**The fully burdened Maximum Hourly Service Rate** **ITB15000297-01** proposed by a Contractor for a Temporary Augmented Staffing Resource or a Temporary IT Project Staffing Resource, shall include the cost for any and all travel, lodging, meals, and miscellaneous travel expenses associated with providing the service**.** ~~within the State of Idaho.~~ **ITB15000297-01** ~~For services rendered with the State,~~ **T**ravel, lodging, meals, and miscellaneous travel expenses may not be billed separately to the Agency**, nor may the agency pay for travel, lodging, meals, and miscellaneous travel expenses, or any project cost, outside the Fully Burdened Maximum Hourly Service Rate**. ~~All travel, lodging, meals, and miscellaneous travel expenses are to be accounted for in the Contractor’s response to the PSO in the form of hours required to fully deliver the required service.~~ **ITB15000297-01**

Travel from other states or countries to Idaho to provide services shall ~~not~~ be considered in the Fully Burdened Maximum Hourly Service Rate**.**~~, and such costs shall be born fully by the Contractor.~~ **ITB15000297-01**

Where travel is ~~less than~~ 30 miles or less to the acquiring Agency, ~~an Agency may disregard any proposal submitted by a Contractor in response to a PSO proposing~~ **Contractor shall not propose** the Maximum Hourly Service Rate**.** ~~, without giving the proposal any consideration.~~ **Contractors consistently proposing the Maximum Hourly Service Rate for services where required travel is 30 miles or less from the acquiring Agency, will not have their contracts renewed, and at the State’s discretion, may be considered in breach of contract. ITB15000297-01**

Travel shall not be considered to be part of the Fully Burdened Maximum Hourly Service Rate when the Agency requires per the PSO of a Temporary Augmented Staffing Resource or a Temporary IT Project Staffing Resource, to travel for non-training or non-service reasons for the Agency. The cost of Agency required travel will be born solely by the Agency, and shall not be part of the Fully Burdened Maximum Hourly Service Rate. Travel for training shall be covered under the Fully Burdened Maximum Hourly Service Rate bid for personnel training.

24. BILLING

All Contractor billing shall be in compliance with State Law. The Agency reserves the right to determine the proper billing model to fit the need of the service being ordered.

25. CHANGE REQUESTS

Contractor shall respond to a written change request to an open PSO initiated by the ordering Agency, within ten (10) State business days of receipt, advising the Agency of any cost and schedule impacts. When there is a cost impact, either an increase or a decrease, the Contractor shall advise the Agency writing of the increase or decrease involved and any schedule impact.

26. WARRANTY

Contractor represents and warrants that:

26.1 For application development, the software developed, in whole and in part, is not incompatible with the ordering Agency’s existing software and hardware environment. Incompatibility shall 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 the Contractor or the Agency arising from the software.

26.2 All software and/or consultant designed IT solutions, complies with all federal, State, county and local regulations, statutes and codes, including Idaho Technology Authority (ITA) IT standards.

http://ita.idaho.gov/resources.html/

26.3 All software developed shall contain no viruses, bombs or disabling devices.

26.4 Contractor will perform all services in a professional manner, with high quality.

26.5 Contractor shall repair or replace within a reasonable time (not to exceed 30 calendar days, or as mandated by the Agency) and at its sole cost and expense, any portion of Contractor developed software failing to comply with the intent or requirement of the PSO. If the Contractor fails to repair or replace such portion of the software failing within a reasonable or specified time, the Agency may, in its sole discretion, act to repair or replace all or a portion of the software, and the Contractor shall reimburse the Agency for all costs incurred to repair or replace the software.

26.6 The Contractor has not conspired with other contractors to fix pricing for any IT services listed within this solicitation.

27. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL CAPITAL

All work products and deliverables produced under a PSO shall be the sole property of the ordering Agency. The Agency shall have all ownership rights to all software development or software modifications, as well as associated documentation designed, developed, or installed in meeting the requirements of a PSO. All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the PSO, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, developed software computer programs (including a full copy of the source code of programs) and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, that are prepared for or are a result of the services required to meet a PSO, shall be and remain the property of the Agency, and shall be delivered to the Agency within 30 calendar days of the completion of the PSO, or within seven (7) calendar days of an Agency written request.

Contractor represents and warrants that all copyrightable material delivered to the state does not infringe upon a United States’ Enforceable patent, copyright, trade secret or trademark.

Upon early termination of a PSO for any reason, all data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the PSO, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, developed software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, that are prepared for or are a result of the services required to meet a PSO, shall be delivered to the Agency within 30 calendar days of termination.

28. CONTRACTOR NON-COMPETE AGREEMENTS

Contractor warrants that all personnel offered or assigned under a PSO shall not be constrained, limited, or restricted from providing services to the State in any way ~~whatsoever~~ by way of non-compete clauses or other restricting agreements. ~~If such agreements exist, Contractor shall release such personnel to provide services to the State upon the expiration of the applicable PSO, provided the personnel is not providing services to the State under other PSOs.~~ **ITB15000297-01**

29. MISCELLANEOUS

29.1 DISPOSITION OF PROPERTY

At the termination of a PSO, Contractor shall comply with relevant State laws, rules and regulations concerning the disposition of property purchased wholly or in part with funds provided by the Agency.

29.2 TIME OF PERFORMANCE

Time is of the essence with respect to the obligations to be performed under a PSO; therefore, the Agency and the Contractor shall strictly comply with all times for performance.

30. PUBLIC AGENCY USAGE

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

31. INSURANCE REQUIREMENTS

31.1 Within 10 State working days of notification of contract award, the apparent successful bidder will provide certificates of insurance required herein and will maintain the insurance during the life of the contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the required period may be cause for your bid to be declared non-responsive. Failure to keep insurances current may be cause for termination of the contract.

The Contractor will carry such insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from services provided under the contract whether such services be performed by Contractor’ employees, or subcontractors hired by the Contractor. Insurance requirements shall apply to and cover the use of 1099 employees by the Contractor.

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

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

31.4 Commercial General and Umbrella Liability Insurance

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

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

31.5 Commercial Automobile and Commercial Umbrella Liability Insurance

Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

31.6 Workers Compensation Insurance and Employer's Liability

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

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

31.7 State of Idaho as Additional Insured

The liability insurance coverage required for performance of the contract shall include the State of Idaho as additional insured, but only with respect to the Contractor’s activities to be performed under the contract.

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

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

31.7 Notice of Cancellation or Change

Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing in accordance with the policy provisions.

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

31.8 Acceptable Insurers and Deductibles

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

31.9 Waiver of Subrogation

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

**APPENDIX B**

**DEFINITIONS**

***The following definitions are meant to supplement the definitions found in the IPRO solicitation document, State of Idaho Standard Contract Terms and Conditions, State of Idaho Solicitation Instructions To Vendors, and State of Idaho Special Terms and Conditions For Customized Software And Related Services. Where used within this Invitation to Bid, they shall have the following definitions.***

**24 x 7 x 52 -** Stands for “twenty-four hours a day, seven days a week, and fifty-two weeks per year.” This term may be used to describe access, services or support that is expected to be available at all times during a year.

**Acceptance –** means approval by the Agency project lead that established acceptance criteria for the PSO has been met.

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

**Acceptance Test Script –** The script or process that is produced by the Agency (or produced by the Contractor and approved by the Agency), that describes how the Acceptance Tests will be performed.

**Accounting Period** – Sunday through Saturday.

**Agency** - Any State of Idaho governmental unit with a three digit State Controller’s Statewide Accounting and Reporting System (STARS) agency code or a State of Idaho political subdivision (“Public Agency”-1C67-2327).

**Agency Data –** All data provided by or created for an Agency.

**Bidder** – Reference State of Idaho Solicitation Instructions to Vendors.

**Bidder/Consultant** – Any individual, partnership, or corporation submitting a bid in response to this solicitation.

**Confidential Information -** Reference State Of Idaho Standard Contract Terms and Conditions.

**Contract** – Reference 38.05.01 – Rules of the Division of Purchasing.

**Contractor** – Reference State Of Idaho Standard Contract Terms and Conditions.

**IPRO** – (Idaho Procurement). The State’s eProcurement system.

**ITA -** Information Technology Authority. ITA reviews and evaluates the information technology and telecommunications systems presently in use by State agencies, recommends and establishes statewide policies, and prepares statewide short and long-range information technology and telecommunications plans.

**Invitation to Bid (ITB)-** Reference State of Idaho Solicitation Instructions to Vendors.

**In Writing or Written Notice** – Any letter or memo sent via fax, U.S. Postal Service, United Parcel Service, FedEx, or via e-mail.

**Mandatory User(s) -** Mandatory User(s) are all departments and institutions of state government referenced in Idaho Code § 67-5747(a)(i), including but not limited to departments, agencies, commissions, councils and boards, which will be provided over-the phone language translation services under this ITB and any awarded contract.

**Must, Shall, Will -** Where the words “must”, “shall”, or “will” occurs, the words declare a mandatory requirement, specification, term, or condition upon the bidder or Contractor. Failure to meet the mandatory requirement, specification, term, or condition may deem the bid non-responsive, or a contract to be in breach.

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

**OCIO** – Office of the State’s Chief Information Officer.

**Project Service Order (PSO) –** The binding document issued by the Agency per the requirements of the contract, detailing at a minimum, the scope of work required by an ordering Agency, and requiring all Contractors contracted for a particular service within Service Categories 1 – 3, or a service listed in Category 4, to submit a response for providing the required service along with pricing for providing the service. The PSO carries the full requirements of the contract. Where a conflict between the contract and the PSO exists, particularly in regards to Terms and Conditions, the contract shall prevail.

**Property -** Reference State of Idaho Standard Contract Terms and Conditions.

**Public Agency –** Where used, has the meaning set forth in Idaho Code §67-2327. The term generally refers to any political subdivision of the State of Idaho, including, but not limited to counties; cities; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho.

**Public Records -** Reference State of Idaho Standard Contract Terms and Conditions.

**Purchase Order** - Reference State of Idaho Solicitation Instructions to Vendors.

**Responsible Bidder -** Reference State of Idaho Solicitation Instructions to Vendors Clause 6, “Determination of Responsibility”.

**Responsive Bidder -** A bidder that has submitted a timely bid that conforms in all material respects with the submission and format requirements of the solicitation, and has not qualified or conditioned their bid.

**Solicitation** - Reference State of Idaho Solicitation Instructions to Vendors.

**Specifications –** Reference 38.05.01 – Rules of the Division of Purchasing

**State -** Reference State Of Idaho Standard Contract Terms and Conditions or State of Idaho Solicitation Instructions to Vendors. State may be used interchangeably as a term for the ordering Agency of the State.

**State Data –** All data provided by or created for a State Agency.

**Vendor** - Reference State of Idaho Solicitation Instructions to Vendors.

**Working\Business Calendar Day** - Monday through Friday, except for legal Holidays observed by the State of Idaho.

**ITB Attachments**

|  |  |
| --- | --- |
| Attachment 1 | Pre-bid Conference Registration Form |
| Attachment 2 | Bidder Questions Form |
| Attachment 3 | Bidder Client Reference List |
| Attachment 4 | Service Categories and Mandatory Cost Proposal |
| Attachment 5 | Mandatory State of Idaho Signature Page |
| Attachment 6 | Project Service Order Form |
| Attachment 7 | Confidentiality Non-Disclosure Agreement |