

**STATE OF IDAHO**

**DIVISION OF PURCHASING**

**FOR THE**

**AGENCY NAME**

**REQUEST FOR PROPOSAL**

**RFP TITLE**

**RFP Number**

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# **RFP ADMINISTRATIVE INFORMATION**

|  |  |
| --- | --- |
| RFP Title: | Title |
| RFP Project Description: | Short Description of Project |
| RFP Lead: | Name, Title  Agency  Address  E-mail  Phone |
| Submitting Sealed Proposal:  Submitting Manually:  MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.  Submit electronically via IPRO: | Address for Courier:  Enter Address for Courier  Address for US Mail: (if different)  Address for Mail  Electronic Submission:  <https://purchasing.idaho.gov/information-for-vendors/ipro-epurchasing-system/ipro-login/> |
| Pre-Proposal Conference Date/Time:  Pre-Proposal Conference Location: | Day of week, date, time Mountain Time  Address, Room #, Additional information |
| Deadline to Receive Questions: | Day of week, date, 11:59:59 p.m. Mountain Time |
| RFP Closing Date: | See IPRO Header Document |
| Public Opening Date: | 10:30 a.m. Mountain Time, the following business day after closing |
| Oral Presentations or Demonstrations:  (if being held; otherwise, remove) | Tentatively scheduled for the week of Date |
| Initial Term of Contract and Renewals: | Spell out the number (#) years. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is Spell out number of years (#) years. |
| **The Administrative Fee detailed in Paragraph 5 of the State’s Standard Contract Terms and Conditions will/will not apply to the Contract(s) that result from this Solicitation.** | |

# **Overview**

* 1. **Purpose**

The Division of Purchasing (DOP), on behalf of the Agency Name (Acronym), is seeking Brief Statement of Purpose of RFP.

* 1. **Definitions**

Insert definitions here

* 1. **Background Information**

Insert background information here

* 1. **Resulting Contract**

If the State awards a contract from this Solicitation, it will do so by issuing a Type of Contract (e.g. Contract Purchase Order) document from the State’s eProcurement system, IPRO, which will be an acceptance of the successful offer. The Contract will be comprised of that contract document; this RFP, including any incorporated documents; the successful Proposal, including any clarifications requested by the state of Idaho (State); and an artifact formalizing any requirements agreed upon through contract discussions or negotiations, if applicable.

The following documents are incorporated into this RFP as if set out in their entirety, whether or not they are attached in IPRO:

* Solicitation Instructions for Vendor
* Standard Contract Terms and Conditions
* List any other incorporated documents

If not attached in IPRO, the documents may be found on the “Information for Vendors” page of DOP’s website, [www.purchasing.idaho.gov](http://www.purchasing.idaho.gov). If multiple versions of any of these documents are available on the website, the version in effect on the day the RFP was issued shall apply.

# **Questions**

* 1. **Restrictions on Communications**

From the issue date of this RFP, until a contract is awarded, or the RFP is cancelled, vendors are prohibited from communications regarding this RFP with the Acronym staff, evaluation committee members, or other associated individuals, except the Division of Purchasing.

* 1. **Pre-Proposal Conference**

A non-mandatory pre-proposal conference will be held at the location and time as indicated in Section 1, page 1 of this RFP. This will be your opportunity to ask questions, in person, with the Acronym staff. All parties interested are invited to participate either by attending the conference or by an established call in number. Those choosing to participate must pre-register to receive phone conferencing and meeting details by submitting the completed **Attachment 1 - Pre-Proposal Conference Registration Form** via email to the RFP Lead. Parties interested are asked to register by date. Any oral answers given by the State during the pre-proposal conference are unofficial and will not be binding on the State. Conference attendance is at the participant’s own expense.

* 1. **Questions**
     1. This solicitation is issued via the State’s e-Procurement system, IPRO (<https://purchasing.idaho.gov/information-for-vendors/ipro-epurchasing-system/ipro-login/>The RFP Lead is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, amendments will be posted at IPRO. It is the responsibility of parties interested in this RFP to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to IPRO to be valid.
     2. Questions or other correspondence must be submitted in writing to the RFP Lead (see contact information in the RFP Administrative Information, page 1). QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATIVE INFORMATION.
     3. Written questions must be submitted using **Attachment 2 - Offeror Questions**. Official answers to all written questions will be posted on IPRO as an amendment to this RFP.
  2. **Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions**
     1. Vendors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 2 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:
* The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
* Recommended verbiage for the State’s consideration that is consistent in content, context, and form with the State’s requirement that is being questioned.
* Explanation of how the State’s acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.
  + 1. In the event that a Proposal contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 3 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. The State will not consider any modifications or exceptions that are not identified specifically on Attachment 3.
    2. The State has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. See **Appendix A - Idaho Terms and Conditions Background and Limitations.** Pursuant to IDAPA 38.05.01.084.e, the State may only negotiate non-material modifications or exceptions. Modifications or exceptions which the State determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Proposal on the State’s acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror’s Proposal being found non-responsive, after which it will receive no further consideration.
    3. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of the State; however, the State shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in the State finding the Proposal non-responsive.
    4. Except as otherwise provided within the Solicitation, the State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date

# **Instructions for Submission of Proposal**

* 1. **General Instructions**
     1. Proposals may be submitted electronically or manually, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single package or electronic submission). If multiple submissions are received, only the latest timely submission will be considered.
     2. Alternate proposals are not allowed.
     3. All electronic files (whether submitted electronically or manually) must be in Microsoft Word or Excel format; the only exception is for financials, brochures or other information only available in an alternate format.
     4. While it is not mandatory to submit your Proposal electronically via IPRO, all Offerors participating in this Solicitation must establish an account in the IPRO system (even if submitting a Proposal manually outside of IPRO), as it is necessary in order to process and/or award the resulting Contract(s). Establishing an account is free and only takes a few minutes.
  2. **Trade Secrets**

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

* + 1. Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”
    2. Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.
    3. Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.
  1. **Electronic Submission** 
     1. Electronically submitted Proposals must be submitted through IPRO, at <https://purchasing.idaho.gov/information-for-vendors/ipro-epurchasing-system/ipro-login/>. When submitting through IPRO, enter your Cost in IPRO as “$0,” and UPLOAD YOUR TECHNICAL PROPOSAL, SEPARATE COST PROPOSAL, AND ALL OTHER REQUIRED SUBMITTAL ITEMS. Remember to submit an additional redacted version of the proposal if you have identified trade secrets.
     2. Vendors are strongly encouraged to begin the process of submitting the response far enough in advance of the End Time to allow for resolution of technical difficulties. Be advised that the state is not responsible for a Vendor’s failure to timely submit a responsive submission due to any technical or technological difficulties. See IDAPA 38.05.01.61.02.
     3. If submitting via IPRO, be advised that the Offeror for Proposal evaluation and award purposes is the entity profile under which the Proposal is submitted in IPRO, which must be the same legal entity presented in the uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Proposal in IPRO, the information provided on the Signature Page prevails.
     4. Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror’s response; as the State will print uploaded documents for evaluation in the manner received via IPRO.
  2. **Manual Submission** 
     1. The Proposal must be addressed to the RFP Lead, sealed, and identified as “RFP Number, RFP Title.” Include your company name on the outside of the package.
     2. The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all Proposal response materials within a larger package). If your Proposal does not fit in a single package, mark the packages to indicate the number of packages included in the submission (e.g. “Box 1 of 2”).
     3. Each Proposal must be submitted in one (1) original with Number of Copies (#) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.
     4. Offerors submitting manually must also submit one (1) electronic copy of the entire Proposal on CD or USB device. The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.
     5. The Technical Proposal must be separately sealed, identified “Technical Proposal – RFP Number RFP Title.”
     6. The Cost Proposal must be separately sealed, identified as “Cost Proposal – RFP Number RFP Title.”

# **Proposal Format**

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

* 1. **Table of Contents**

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major Sections.

* 1. **Format**

Proposals shall follow the numerical order of this RFP beginning with Section 6 and continuing through the end of the applicable RFP Attachments, including all mandatory submission items detailed in Section 6 and identified throughout the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or Section, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror’s response. Except for brochures, financials, work samples, or other similar submission items, all electronic Proposals must be submitted in Microsoft Word or Excel, and must not be locked. Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; the State will not be responsible for the RFP Lead or any evaluator’s failure to consider information outside of or imbedded in the Proposal.

* 1. **Evaluation Codes**

**(M) Mandatory Response** - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror’s Proposal non-responsive and no further evaluation will occur.

**(ME) Mandatory and Evaluated Response** - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror’s Proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

**(E) Evaluated Response** - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

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

# **Proposal Review, Evaluation, and Award**

* 1. **Overview**

The objective of the State in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended

* + 1. All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.
    2. Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements Pass/Fail

Business Information (Section 7)       points

Organization and Staffing (Section 8)       points

Scope of Work (Section 9)       points

Oral Presentations or Demonstrations (if conducted) 200 points

Cost Proposal Usually 300 or 400 points

**Total Points** **1,000 points**

*Total Points with Oral Demonstrations (if conducted) 1,200 points*

* 1. **Technical Proposal**
     1. The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by the State, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
     2. The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).
     3. The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest raw technical score will receive all available Technical Points: 000 points. Other Proposals will be assigned a portion of the maximum available Technical Points, using the formula:

000 X raw score of technical Proposal being evaluated

highest raw technical score.

* 1. **Oral Presentations/Demonstrations**
     1. [Describe circumstances of oral presentations/demonstrations—see following options]

[option 1- Oral Presentations] At the State’s option, up to three (3) Offerors, with the highest raw score after the evaluation of the Technical Proposal is complete, may be asked to make oral presentations. If the State holds oral presentations, they will be mandatory for all invited Offerors and will be evaluated.

[option 2- Software Verification] The State may require a demonstration from the apparent successful Offeror to verify that the proposed solution meets the requirements set forth in the RFP. Demonstrations will strictly be Pass/Fail; the State may provide demonstration scenarios in accordance with the specifications of this Solicitation.

[option 3- Software Demonstration] At the State’s option, up to three (3) Offerors, with the highest raw score after the evaluation of the Technical Proposal is complete, may be asked to make demonstrations of the Offered software. The State may provide demonstration scenarios in accordance with the specifications of this Solicitation. If the State holds demonstrations, they will be mandatory for all invited Offerors and will be evaluated.

[option 4] Oral demonstrations, Software/Hardware verification and validation (V&V), and Customer Site Visits may be required by the State after the evaluation of the Technical Proposals.

* + 1. The scores for the Oral Presentations/Demonstrations will be normalized as follows: The Oral Presentation/Demonstration with the highest raw score will receive all available Oral Presentation/Demonstration Points: 000 points. Other Offerors will be assigned a portion of the maximum available Oral Presentation/Demonstration Points, using the formula:

000 X raw score of Oral Presentation/Demonstration being evaluated

highest raw oral presentation/demonstration score.

* 1. **Cost Proposal**
     1. The Cost Proposal will only be opened and evaluated for Offerors who receive define any limiting factors for opening cost Proposals, e.g. top three technical; minimum %age of available points, etc.
     2. The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on describe what cost information will be used The Proposal with the lowest overall Total Cost proposed will receive all available Cost Points: 000 points. Other Proposals will be assigned a portion of the maximum available Cost Points using the formula:

000 X lowest overall Total Cost

overall Total Costbeing evaluated.

* 1. **Responsibility**

Pursuant to IDAPA 38.05.01.081, the RFP Lead may, in the State’s sole discretion, require the apparent high point Offeror to provide documentation to demonstrate its responsibility. The RFP Lead may request documentation including, but not limited to: credit or financial reports, and references. Failure to provide requested documentation may result in the Offeror being deemed non-responsible. Nothing herein shall prevent the State from using other means to determine Offeror’s responsibility.

* 1. **Award**

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.

# **Mandatory Submission Requirements**

The technical proposal begins with the mandatory items identified in this list and the following sections. **NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

(M) Signature Page: All Proposals must be submitted with a state supplied Signature Page, attached separately in IPRO. For electronically submitted Proposals, submit a completed, scanned signature page. For manually submitted Proposals, the signature page must contain an ORIGINAL HANDWRITTEN signature executed in INK OR AN ELECTRONIC SIGNATURE and be returned with the relevant Solicitation documents. Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal

(M) Cover Form: Complete, sign, and submit **Attachment 4, Cover Form.**

(M) Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See IDAPA 38.05.01.52.

**Section 7**: Provide response to all (M) and (ME) sections, and any other required submittal items including but not limited to List Appropriate Items.

**Section 8**: Provide response to all (M) and (ME) sections, and any other required submittal items including but not limited to List Appropriate Items

**Section 9**: Provide response to all (M) and (ME) sections, and any other required submittal items including but not limited to List Appropriate Items

(ME) Cost Proposal: Provide your cost information on the form provided in **Attachment 5, Cost Proposal**. Submit the Cost Proposal in a separately uploaded file or separately sealed envelope.

Redacted copy of Technical Proposal and list of Trade Secret redactions, as detailed in **Section 3.2**.

Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

List other mandatory items as appropriate.

# **Business Information**

* 1. **(ME) Business Profile**

Provide a profile of your business including Offeror’s business history, description of current service area, and customer base.

* 1. **(ME) Experience**

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Offeror must Enter Minimum Experience Requirements

* 1. **(M) Organizational Chart**

Provide a copy of your organizational chart, including detail of any relationships with parent and subsidiary organizations.

* 1. **(ME) Demonstrated Success**

Provide specific data demonstrating previous success with Describe Project Type.

* 1. **(E) Customer Satisfaction**

Over the last ten (10) years, approximately what percentage of customers have chosen to remain with your company when given an option (e.g. exercising option renewals, extending agreements, selecting your company again upon re-solicitation, etc.)

* 1. **References**

Provide contact information for at least three (3) references. See Section 5.5.

# **Organization and Staffing**

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

* 1. **(ME) Project Lead**

Identify the person who will be the dedicated Project Lead if Offeror is awarded a contract. Provide a description of the proposed Project Lead’s experience and qualifications. You may submit a resume in response to this section.

* 1. **(ME) Key Personnel and Qualifications**

Provide a list of key management, customer service and other roles to be used in the fulfillment of this Contract (in addition to the Project Lead). Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project. **Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.**

* 1. **(M) Subcontractors**

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. NOTE: The information provided for subcontractors, if any, will be evaluated as part of **Section 8.2**, **Other Key Personnel and Qualifications**.

If you do not intend to utilize subcontractor(s), provide a statement to that effect.

* 1. [Other agency/project-specific requested information related to organization and staffing]

# **Scope of Work**

**All sections of the Scope of Work are required contract services.** Use this Proposal outline as part of your response to the RFP. Keep in mind, the evaluators will be scoring your Proposal based on the methodologies proposed and the completeness of the response to each item listed below. You must describe in detail how you will meet each requirement marked (M) or (ME) below. Include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the Agency in order to achieve full compliance with all tasks and deliverables.

## **(ME) Requirement**

Describe the requirement that must be met by the Contractor

***Describe in detail how you will briefly describe the requirement or specific aspect of the requirement you want to evaluate***.

## **(ME) Implementation**

Describe the requirement that must be met by the Contractor.

***Describe your plan to successfully implement describe services and any specific issues you want addressed related to implementation.***

***Provide a preliminary timeline for implementation.*** Note: the formal project timeline will be finalized during pre-award contract discussions OR a kick-off meeting to be held with Contractor following contract award.

## **(ME) Training**

Describe the requirement that must be met by the Contractor.

***Describe in detail your plan for providing the required training, including methodology. Describe any additional training that will be provided (must be included in the offered price).***

## **Agency Responsibilities**

Agency will be responsible for:

### Describe agency responsibility;

### Describe agency responsibility; and

### Describe agency responsibility.

## **Idaho Printing Preference (remove if project does not include printing)**

The resulting contract is subject to the provisions of Idaho Code Title 60 chapter 1. Except as provided in this paragraph, the Contractor shall ensure all printing, binding, engraving, and stationary work is executed within the state of Idaho. The Contractor may execute such work outside the state of Idaho if any of the exemptions in Idaho Code §60-103 apply.

# **ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE REGISTRATION FORM**

RFP Number RFP Title

|  |  |
| --- | --- |
| **PRE-PROPOSAL CONFERENCE** | Day of the Week, Month, Date, Year, Time am/pm Mountain Time |
| Agency | RFP Number  RFP Title |

**Oral Information:** Questions concerning an RFP must be directed in writing to the RFP Lead in the time period prescribed in the RFP document. Vendors are cautioned against relying on any verbal information, and do so at the Vendor’s sole risk. The RFP may only be amended by written documentation posted to the state’s eProcurement System, IPRO.

Potential Offerors choosing to participate in the Pre-Proposal Conference **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead at email address. After the RFP Lead receives your form and the registration deadline passes, you will be provided with phone conferencing and meeting details. Please indicate in the appropriate column if your attendance will be by phone. Attendees are askedto register for the Pre-Proposal Conferenceno later than time**, Mountain Time,** Day of the Week, Month, Date, Year**.**

**PLEASE PRINT:**

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| --- | --- | --- | --- | --- |
| **Name** | **Company** | **Email Address** | **Phone Number** | **By Phone** |
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# **ATTACHMENT 2 – OFFEROR QUESTIONS**

RFP Number RFP Title

**Instructions:**

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

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

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

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for the State’s use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by “Questions.” **DO NOT SUBMIT QUESTIONS VIA IPRO.**

RFP Number RFP Title

| **Question** | **RFP Section** | **RFP Page** | **Question** | **Response** |
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# **ATTACHMENT 3 – MODIFICATION AND EXCEPTION FORM**

RFP Number RFP Title

**Instructions:** Complete this form and submit with your RFP submittal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Standard Contract Terms and Conditions.) See RFP **Section 2.4** for a full explanation of the process surrounding vendor-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.4.1.**

The determination of materiality will be made at the State’s sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of the State, and as otherwise provided in RFP **Section 2.4.4**.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFP Section | RFP Requirement, Term, or Condition | Reason Requirement, Term, or Condition Should be Considered Non-Material | Proposed Modification, Alternative, or Exception | Reason for Proposed Modification, Alternative, or Exception |
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# **ATTACHMENT 4 – COVER FORM**

RFP Number RFP Title

**(M) Attachment 4, Cover Form must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Technical Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

|  |  |
| --- | --- |
| **Requirement** | **Response** |
| Offeror’s corporate or other legal entity status | Corporation  Limited Liability Corporation (LLC)  Limited Liability Partnership  Sole Proprietorship  Other (specify) |
| Offeror’s Tax Identification Number | EIN: |
| Offeror’s DUNS Number | DUNS: |
| Is Offeror a legal entity with the legal right to contract? | Yes  No |
| Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.4 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in Section 1.4 and the Special Terms and Conditions in Appendix? | Yes  No |
| Is Offeror in compliance with applicable equal employment regulations? | Yes  No |
| Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.? | Yes  No |
| Does Offeror understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies. | Yes  No |
| Firm(s) and/or staff responsible for writing the Proposal | Names: |
| Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs?  Note: vendor information is available at <https://sam.gov>. | Yes  No |
| Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date? | Yes  No |
| Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract? | Yes  No |

Signed By:

Printed Name:

Date:

# **ATTACHMENT 5 – COST PROPOSAL**

RFP Number RFP Title

**(ME) Attachment 1, Cost Proposal must be completed and submitted with your Proposal.** The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies.

[sample 1- hourly rates]

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Estimated Hours** | **Unit Price**  **(Hourly Rate)** | **Extended Price**  **(Estimated Annual Cost)** |
| Service A | XX | $ per hour | $ |
| Service B | XX | $ per hour | $ |
| **TOTAL ESTIMATED ANNUAL PRICE** | | | **$** |

[sample 2- software/service including implementation]

|  |  |
| --- | --- |
| **Description** | **Fully-burdened Cost** |
| Implementation (including all services detailed in Sections XXX) | $ |
| Year 1 Service | $ |
| Year 2 Service | $ |
| Year 3 Service | $ |
| Year 4 Service | $ |
| Year 5 Service | $ |
| **TOTAL 5-YEAR COST** | **$** |

[sample 3- marketing scenario]

Provide cost information for any and all positions you anticipate using for development of a describe project, as described in RFP Section. (You may add as many positions as you need.)

|  |  |  |  |
| --- | --- | --- | --- |
| **Position Title** | **Anticipated Number of Hours** | **Fully-burdened Hourly Rate** | **Extended Cost** |
|  |  | $ | $ |
|  |  | $ | $ |
|  | | **Project Total** | **$** |

Company Name: \_

Name of Individual submitting bid:

Phone: Fax:

E-mail:

# **APPENDIX A – IDAHO TERMS AND CONDITIONS BACKGROUND AND LIMITATIONS**

RFP Number RFP Title

**Idaho Terms and Conditions – Background**

The Division of Purchasing issues solicitations on behalf of State of Idaho agencies. As public entities, the Division and the agencies it serves are subject to statutes, rules and policies that result in terms and conditions unlike those common in contracts between private parties. The Division of Purchasing does not have authority to vary many of these terms and in some instances variations are void under Idaho law. *See* IDAPA 38.05.01.112.

Idaho is not unique. Many of the terms in the State of Idaho Standard Terms and Conditions are similar to terms offered by most federal, state, and local government agencies. Vendors who seek to work with government agencies should become familiar with these terms. The discussion below is provided to assist you in becoming familiar with the legal and policy basis for the terms and to provide information for you to evaluate the risks and benefits of working with public entities.

**Termination – Costs of Re-procurement**

The State of Idaho Standard Terms and Conditions provision concerning termination specifically identifies the costs of re-procurement as a damage arising from a breach of the contract by a vendor. This damage is identified because of the public agency budgeting process and the competitive solicitation process required by Idaho’s purchasing laws. The Idaho purchasing laws provide a preference for open, competitive procurements. These procurements come at a cost to the agency, which is generally included in the agency budget requested from the Idaho Legislature more than twelve months prior to incurring the expense. Unlike a private business, public agencies cannot independently pass through the costs of re-procurement to Idaho taxpayers, who are the customers of government. Instead, Idaho agencies must submit a request for the costs to the Idaho Legislature in a subsequent budget year, which is usually after the need to secure a replacement vendor for the breaching contractor arises. As a matter of public policy, the contractor whose breach caused the damage of requiring re-procurement must pay those costs at the time of breach so that the public can receive the benefit of the contract made on its behalf through re-procurement of a new contract. This policy is reflected in the State of Idaho Standard Terms and Conditions provision concerning termination and the Division of Purchasing does not generally vary this requirement.

**Termination – Fiscal Necessity**

Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. IDAPA 38.05.01.112 contains the same provisions. An appropriation can be reduced under Idaho law through “give backs” and “hold backs” issued by the executive branch. When the Division of Purchasing enters into a contract, it must contain the term allowing for termination for fiscal necessity to comply with these provisions. Variation of this term is not offered.

**Anti-Discrimination/Equal Employment Opportunity**

Many of the Idaho agencies served by the Division of Purchasing receive federal funding that is subject to a requirement concerning a pass-through to vendors of the obligation to comply with federal civil rights and anti-discrimination laws. The pass-through obligation may extend beyond the specific federal funds to all agency contracts. Variation of this term is not offered to prevent a breach of the State of Idaho’s obligations under its agreements with the United States.

**Taxes**

The State of Idaho Standard Terms and Conditions provision concerning taxes identifies that Idaho agencies are exempt from the payment of taxes and provides that the contractor is responsible for all taxes assessed against the contractor as a result of doing business with the State of Idaho. State agencies are not granted an appropriation to pay taxes due to the exemptions that apply to government agencies. As discussed above under the heading Termination – Fiscal Necessity, terms in excess of appropriation are void under Idaho law. Variation of this term is not offered.

**Indemnification**

Many vendors request the State of Idaho offer an indemnification of the vendor. An indemnification is a promise to pay funds that have not been appropriated in the current budget year or that may occur in a future budget year that has not yet been appropriated by the Idaho Legislature. Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. IDAPA 38.05.01.112 contains the same provisions. Variation of this term is not offered.

In assessing the risk of doing business with the State of Idaho, vendors should consider the following. The State of Idaho has waived its sovereign immunity for torts as described in the Idaho Tort Claims Act, Idaho Code title 6 chapter 9. To the extent that the State or its employees have committed a tort, contractors have legal remedies available through that act. Tort liability is funded by the Idaho Legislature through an appropriation to the Retained Risk Program and appropriation issues do not arise in actions under the act. In addition, under existing Idaho court decisions, the State does not have sovereign immunity for contract claims arising from a properly entered contract. If the State is in breach of its contract obligations, contractors have the legal remedies available under any contract. Lastly, States are generally prohibited from the benefits of the federal bankruptcy laws. Unlike private companies, an indemnification clause is not required to preserve a remedy through the company’s insurer should the company declare bankruptcy.

**Public Records**

All Idaho agencies are subject to the Idaho Public Records Act, Idaho Code title 74, chapter 1. State agencies cannot by contract vary the requirements of the Act or agree to violate the Act by withholding records properly subject to release under the Act. The State of Idaho Standard Terms and Conditions provision concerning disclosure of public records has been drafted to allow contractors to designate records as exempt under the provision of the Act if the contractor agrees to defend that designation and to indemnify the State of Idaho for any costs and penalties imposed under the Act. Variation of this term is not offered.

**Assignments**

Idaho code section 67-9230 prohibits the transfer of a contract issued by the Division of Purchasing without written approval by the Administrator and the Idaho Board of Examiners. At the option of the Administrator, a contract transferred in violation of this provision can be annulled. Idaho Code section 67-1027 provides that the Idaho Controller shall not pay an assignee of a contract if the assignment has not been approved by the Idaho Board of Examiners. The State of Idaho Standard Terms and Conditions provision concerning assignment cannot be varied in a way that allows assignment without approval of the Administrator and the Idaho Board of Examiners.

**Governing Law, Jurisdiction and Venue, Arbitration, Waiver of Jury Trial**

As a sovereign state, the State of Idaho is not subject to the jurisdiction of the courts of its sister states. The Idaho legislature has not consented to the waiver of this limitation by state agencies. The 11th amendment to the United States Constitution provides limitations on the jurisdiction of federal courts over claims against the State of Idaho. IDAPA 38.05.01.112, approved by the Idaho Legislature in 2015, provides that terms subjecting the State of Idaho to the jurisdiction of the courts of other states are void.

Agencies of the State of Idaho are subject to Idaho law and cannot vary the legal provisions governing the agency by contract. Based on this limitation, the Division of Purchasing will not consent to the application of laws other than the laws of the State of Idaho to all of a contract. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to the application of laws other than the laws of the State of Idaho to a portion of the contract.

Idaho Code section 29-110 provides that any term of a contract subjecting a party to arbitration conducted outside the State of Idaho is void. IDAPA 38.05.01.112 requires that any agency must consult with the Office of the Attorney General prior to consenting to arbitration. At this time, the Office of the Attorney General does not generally advise agencies to consent to arbitration. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to an arbitration provision.

IDAPA 38.05.01.112 requires that any agency must consult with the Office of the Attorney General prior to consenting to wavier of the right to a jury trial. At this time, the Office of the Attorney General does not generally advise agencies to consent to waiver of the right to a jury trial. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to waiver of the right to a jury trial.

**Payment Terms**

Idaho Code section 67-2302 establishes the general legal requirements for payments by Idaho agencies. Among other things, this section prohibits full payment on partial deliveries and establishes a statutory rate of interest and penalties on late payments. Idaho agencies cannot vary these terms by contract.

**Limitations of Liability**

As a public entity representing Idahoans, requests to limit the liability of a contractor are considered as matters of public policy. Limitations of liability are authorized only when it is appropriate for the taxpayers of Idaho to bear the risk of the contractor’s breach or where the limitation is in excess of any reasonable contractor liability under the contract. In general, it is the policy of the Division of Purchasing to expect contractors to secure insurance to provide for the reasonable risks of operating the contractor’s business. As representatives of all Idahoans and a matter of public policy, the Division of Purchasing will not approve limitations of liability for death or personal injury or damage to real property.

# **APPENDIX B – REPORTS**

RFP Number RFP Title

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| --- | --- | --- | --- | --- | --- |
| Report or Form | Required by RFP Section # | Description | Submitted to | Frequency | Date Due |
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# **APPENDIX C – SPECIAL TERMS AND CONDITIONS**

RFP Number RFP Title

# **APPENDIX D – PERFORMANCE METRICS**

RFP Number RFP Title