



## **STATE OF IDAHO**

### **DIVISION OF PURCHASING FOR THE IDAHO TRANSPORTATION DEPARTMENT**

### **REQUEST FOR PROPOSAL**

### **Advanced Traveler Information System RFP20221333**

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**RFP ADMINISTRATIVE INFORMATION**

Advanced Traveler Information System:	Advanced Traveler Information System (ATIS)
RFP Project Description:	The Division of Purchasing (DOP), on behalf of the Idaho Transportation Department (ITD), is seeking an all-inclusive Advanced Traveler Information System (ATIS), also known as a 511 System.
RFP Lead:	Patrick Murphy, Contract Administrator Division of Purchasing 650 State Street, Rm 100, Boise, ID 83702 <a href="mailto:patrick.murphy@adm.idaho.gov">patrick.murphy@adm.idaho.gov</a> 208-332-1610
Submit electronically via IPRO:	Electronic Submission: <a href="#">IPRO IOGIN</a>
Pre-Proposal Conference Date/Time: Pre-Proposal Conference Location:	Wednesday, February 2, 2022, 10:00 A.M. Conference access information will be provided to individual Vendors once they have submitted completed <b>Attachment 1 – Pre-Proposal Conference Registration Forms</b> to the RFP Lead. Deadline to register is 11:00 AM, Mountain Time, Monday, February 1, 2022. <b>Link will be sent after the registration is received.</b>
Deadline to Receive Questions:	Tuesday, February 9, 2022, 11:59:59 p.m. Mountain Time
RFP Closing Date:	See IPRO Header Document
Public Opening Date:	See IPRO Header Document
Oral Presentations or Demonstrations:	Tentatively scheduled for the week of March 14, 2022
Initial Term of Contract and Renewals:	One (1) year. Upon mutual, written agreement, the Contract may be renewed, extended, or amended. The anticipated total Contract term is five (5) years.
<b>THE ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE'S STANDARD CONTRACT TERMS AND CONDITIONS WILL NOT APPLY TO THE CONTRACT(S) THAT RESULT FROM THIS SOLICITATION.</b>	

# 1 OVERVIEW

## 1.1. Purpose

The Division of Purchasing (DOP), on behalf of the Idaho Transportation Department (ITD), is seeking an all-inclusive Advanced Traveler Information System (ATIS), also known as a 511 System. The 511 System must disseminate road Events and weather information and alerts via a website, mobile application, and Interactive Voice Response (IVR) phone service to the travelers. The 511 System must include Operator Data Entry System modules that allows the operators to input road and weather-related events in the traveler system that may impact road travel conditions for the travelers. The 511 System must have the capability of receiving data from third party services via Application Programming Interfaces (APIs) as well as have open API capability for sharing data with other ITD and external applications.

## 1.2. Definitions

Term	Definition
511 System	A unified name for traveler information system provided by telephone, website, and mobile application.
24x7	An indication that a site is always open, or a device is always available/operational, 24 hours a day - 7 days a week
Acceptance	A written document stating ITD acceptance of the project deliverable.
Amber Alert	Specialized incidents related to child abductions that involve a vehicle traveling on the transportation network. Notifications regarding these events may be localized or statewide in nature.
Authorization Policy Management	Methods for authenticating a user and provisioning the correct levels of access and functionality to them.
Backup Plan	A detailed document identifies the type of data, location, frequency, and procedures required for backing up System data. The plan also includes safety measures taken to protect and encrypt data and strategies for recovering data in the event of data loss.
Business Process	A series of tasks/steps that need to be completed by a person, department, or computer to achieve a business goal.
Change Advisory Board (CAB)	ITD team that approves intricate changes made to software connected to the ITD network for which any changes or updates need to be pushed through ITD end points
Contract	Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

Contractor	The contracted individual, firm, or company that will perform the duties and specifications of the contract.
Corrective Action Plan (CAP)	A corrective action plan is a detailed document that records exactly what should be done and what was actually done to rectify any non-conformance. It should be S.M.A.R.T. (Specific, Measurable, Attainable, Relevant, and Time-bound). Corrective action plans should be used when identified problems could negatively impact System implementation timelines or quality.
Cost Matrix	Tables in the Cost Proposal document where the Vendor must provide ITD the total cost of project implementation by phases and total cost of each year maintenance and support for up to five years.
Cost Proposal	An official ITD document that requires the Offeror to 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.
Critical System Issue	Any issue prioritized as severity one (1) or two (2) that blocks the system workflow or impacts the functionality for majority of the system end users.
Data Breach	A Security Incident that involves sensitive, protected, or confidential information being copied, transmitted, viewed, stolen, or used by an individual unauthorized to do so.
Data Center	A physical location where all ITD data will be stored post implementation.
Event	Whenever something beyond normal, free-flow conditions impacts the safety or mobility of the transportation system. Events may be planned or unplanned. They may be recurring or one-time in nature. Events may be caused by congestion, crashes, debris on the road, protests, road work, special events, etc. Events entered in the Advanced Traveler Information System (ATIS) require information about the cause, location, impact and anticipated duration.
Event Management System	A subsystem of Operator Data Entry module that allows the operators to manually input and manage day-to-day road, traffic, and weather events to be published on the 511 dissemination modes.
FedRAMP	Federal Risk and Authorization Management Program; it is a federal government-wide program that standardizes the approach to security assessment, authorizing and continuously monitoring cloud products and services: <a href="https://www.fedramp.gov/">https://www.fedramp.gov/</a> .
Floodgate	Specialized incidents that typically impact most or all of the transportation network, or of a unique nature that requires heightened attention from users of traveler information services.

GeoJSON	GeoJSON is a format for encoding data about geographic features using JavaScript Object Notation.
Go Live	The timeframe when all System implemented functionalities transitions to the production environment and is available for all end-users.
Incident Report	A report that outlines the incident occurred and the fix deployed.
Incident Response Plan	A plan with a documented process that helps IT professionals and staff recognize and deal with a cybersecurity incident like a data breach or cyber-attack. It has six phases: Preparation, Identification, Containment, Eradication, Recovery, and Lessons Learned.
ITD Data	Manually entered events in the 511 System as well as any data feed provided by ITD.
Key Personnel	An individual or group of people who perform essential function in the business and are considered subject matter experts.
Non-Critical System Issue	Any issue prioritized as severity three (3) or four (4) that impairs the system functionality, but workaround exists.
Non-Privileged User Account	An operator who has the ability to create, modify, or delete events in the Operator Data Entry system.
Non-Public State Data	Sensitive information intended for agency use that may be exempted from public use and disclosure. Unauthorized disclosure may jeopardize the privacy or security of agency employees, organizations, or individuals. Direct access is limited to internal parties authorized in the performance of their duties. External agencies requesting this information for authorized agency business must be under contractual obligation of confidentiality or confidentiality with the disclosing agency (for example, confidentiality/nondisclosure agreement) prior to receiving the information. – ITA Policy 4130 <a href="https://ita.idaho.gov/psg/p4130.pdf">https://ita.idaho.gov/psg/p4130.pdf</a>
Offeror	Any vendor who submits a response to a formal solicitation.
Offeror Proposal	The vendor response to the formal solicitation.
Operator Data Entry System	An operator data entry module that allows the input and management of road, traffic, or weather events.

Performance Metric	The method to collect, analyze, and report information on key business goals to measure the performance and progress of business functions.
Personal Identifiable Information (PII)	State Data alone or in combination with other data that includes information relating to an individual that identifies the individual by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record. Personal Identifiable Information (PII) includes but is not limited to the following: government-issued identification numbers (e.g., Social Security, driver’s license, passport); account credentials, including usernames and/or passwords; financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv). State code section 28-51-104
Privileged User Account	A System Administrator of the 511 System with technical control of the System.
Project Manager	An individual who is responsible for planning, maintaining, and execution of a project. The person must also be accountable for managing the entire project resources, budget, and scope.
Project Staffing Plan	This document outlines the Contractor resources required to implement the System.
Proposal	A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals but will not necessarily be the predominant basis for Contract award.
Public User Account	A consumer user account with least privileges in the 511 System along with the ability to set amber alerts, event notifications, personalized feed, pre-defined routes, and other features associated with the personalized consumer accounts.
Rest Area	A public facility located next to a large thoroughfare such as a motorway, expressway, or highway, at which drivers and passengers can rest, eat, or refuel without exiting onto secondary roads.
Retainage	A portion of the agreed upon contract price deliberately withheld until the work is substantially complete to assure that contractor or subcontractor will satisfy its obligations and complete a project.

Road Segment	Physical locations on the transportation network designated by beginning and end points.
Road Work	Planned construction or maintenance related activities that impact the roadway.
Root Cause Analysis	A detailed analysis that identifies the root cause of a problem and approach for responding and fixing them. It also outlines the necessary steps taken to prevent it from occurring again.
Security Incident	An occurrence that potentially jeopardizes the confidentiality, integrity, or availability of an information system or that constitutes a violation or imminent threat of violating security policies, security procedures, or acceptable use policies. A Security incident can become a Data Breach if data was accessed or handled in accordance with the definition of a Data Breach provided. – NIST
Service	The performance of the specifications and requirements described in the Contract.
Service Level Agreement (SLA)	A contract between the vendor and the customer that defines the level of service expected from the vendor regarding system availability, quality, and responsibilities.
Service Level Report	A report provided by the Contractor measures the system performance, metrics, and goals achieved. It also lists the number of issues that occurred, and remedies applied to prevent them from happening again.
Software as a Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on the Contractor’s infrastructure (commonly referred to as “cloud infrastructure”). The applications are accessible from various client devices through a thin client interface such as a Web browser, or a program interface. The Contractor will manage and maintain to industry best practices in coordination with standards and policies provided by the state. The Contractor manages and controls the underlying cloud infrastructure including network, servers, operating systems, storage, and even individual application capabilities.
Solicitation	An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.
System Administrator	A person who is responsible of managing and configuring various technical operations of an application such as setting up user groups and their permissions and aligning business and system operations with provided requirements.



State	Any entity within the state of Idaho to include but not limited to ITD and DOP. The state of Idaho including each Agency unless the context implies other state(s) of the United States.
State Data	All information and data developed, documented, derived, stored, installed, or furnished by the State under the Contract, including all data related to records owned by the State.
Statement of Work	A statement of work is a document routinely employed in the field of project management. It is the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for a vendor providing services to the client.
Term	The period of time from the execution of this Contract until its conclusion unless this Contract is terminated prematurely.
Update	An enhancement, repair, patch or fix to a Service provided by the Contractor, in accordance with their regularly scheduled maintenance/development cycle, at the request of the state, or to resolve and/or prevent identified security vulnerabilities.
User	Any internal and external person with a pre-defined role to access the 511 System.
User Group	A set of individuals in the system application who have similar roles and permissions to carry out certain tasks.
User Report	A report that includes number of active and inactive users in the system, user's first and last name, email, username/user id, phone #, system permissions and roles, job role, and physical work location.
Vendor	The party interested in bidding for the formal solicitation.
Winter Road Reporting Module	A simplified Operator Data Entry system that provides an easy method for the operator to manually input and manage winter road condition reporting to be published on 511 dissemination modes.

**1.3. Background Information**

Idaho Transportation Department (ITD) mission is to provide and promote safe and efficient travel for travelers. 511 System is ITD's primary means of communicating the current condition of Idaho's State Highway system to the traveling public, in support of those goals.

**1.4. Resulting Contract**

If the State awards a contract from this Solicitation, it will do so by issuing a 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

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.

## 2 QUESTIONS

### 2.1. **Restrictions on Communications**

From the issue date of this RFP, until a contract is awarded, or the RFP is cancelled, vendors and their representatives are prohibited from communications (written or verbal) regarding this RFP with the Idaho Transportation Department (ITD) staff, evaluation committee members, or other state employees other than the RFP Lead, except during formal solicitation events (including the pre-offer conference, demonstrations, and negotiations) or challenges defined in Idaho Code 67-9232.

### 2.2. **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, virtually, with ITD staff. All parties interested are invited to participate either by attending the conference virtually. Those choosing to participate must pre-register to receive virtual meeting details by submitting the completed **Attachment 1 - Pre-Proposal Conference Registration Form** (under Buyer Attachments) via email to the RFP Lead. Parties interested are asked to register by **5 p.m. Mountain time, Tuesday, April 6, 2021**. 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.

### 2.3. **Questions**

2.3.1. This solicitation is issued via the State's e-Procurement system, IPRO (<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateofIdaho>). The RFP Lead is the only contact for this Solicitation. All correspondence must be in writing. If 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. NOTE: Accessing this sourcing event via the DOP website may not provide access to all documents, including amendments and answers to questions. Parties interested in this sourcing event must login to IPRO to access the full sourcing event; the State will not be responsible for a vendor's failure to receive information if that vendor fails to login to IPRO. 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.

2.3.2. 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.**

2.3.3. 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.

### 2.4. **Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions**

2.4.1. 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.

2.4.2. 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.

2.4.3. 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.

2.4.4. 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.

2.4.5. 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

### **3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL**

#### **3.1. General Instructions**

3.1.1. Proposals may be submitted electronically, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time. If multiple submissions are received, only the latest timely submission will be considered.

3.1.2. Alternate proposals are not allowed.

3.1.3. All electronic files must be in Microsoft Word or Excel format; the only exception is for financials, brochures, or other information only available in an alternate format.

3.1.4. Offerors participating in this Solicitation must establish an account in the IPRO system, 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.

#### **3.2. 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:

3.2.1. 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.”

3.2.2. 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.

3.2.3. 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.

#### **3.3. Electronic Submission**

3.3.1. Electronically submitted Proposals must be submitted through IPRO, at <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateofIdaho>. 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.

3.3.2. 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.

3.3.3. 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.

3.3.4. 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.

## 4 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.

### 4.1. **Table of Contents**

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

### 4.2. **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.

### 4.3. **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.

## 5 PROPOSAL REVIEW, EVALUATION, AND AWARD

### 5.1. 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

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

#### 5.1.2. Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 7)	150 points
Organization and Staffing (Section 8)	150 points
Scope of Work (Section 9)	400 points
<u>Cost Proposal</u>	<u>300 points</u>
<b>TOTAL POINTS</b>	<b>1,000 points</b>
<i>Total Points with Oral Demonstrations</i>	<i>1,000 points</i>

### 5.2. Technical Proposal

5.2.1. 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.

5.2.2. The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).

5.2.3. 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: 700 points. Other Proposals will be assigned a portion of the maximum available Technical Points, using the formula:

$$700 \quad \times \quad \frac{\text{raw score of technical Proposal being evaluated}}{\text{highest raw technical score.}}$$



**5.3. Oral Presentations/Demonstrations**

After an initial scoring of Technical Proposals, ITD will require an in-depth review with the top three (3) highest technically scored proposals and may modify technical scoring based on these reviews. It is the intent of ITD to evaluate competencies and understanding needed to perform the services in this RFP based on the interactions with individuals assigned by the offeror to Idaho and not strictly on the written RFP response. This in-depth review may be completed in person or via virtual meeting; one of which may be required by ITD.

**5.4. Cost Proposal**

The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on Total Evaluated Cost proposed for the initial contract term as provided in Attachment 5, Cost Proposal. The Proposal with the Total Evaluated Cost proposed will receive all available Cost Points: 300 points. Other Proposals will be assigned a portion of the maximum available Cost Points using the formula:

$$300 \quad \times \quad \frac{\text{lowest overall Total Cost}}{\text{Overall Total Cost being evaluated.}}$$

**5.5. 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.

**5.6. Offeror Discussions**

Discussions with individual Offerors (including the utilization of one or more rounds of Best and Final Offer (BAFO) and/or Negotiations) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the State to be in its best interest. NOTE: Offerors should submit their best proposals initially, as there is no guarantee that the State will conduct any discussions.

**5.7. Award**

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

## 6 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.
- (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 health promotion and or behavior change marketing experience. Offeror must provide a minimum of five (5) campaign examples that demonstrate professional quality and creativity, three (3) must be related to health promotion or behavior change. Offeror must demonstrate experience in marketing for parents and youth.
- Section 8:** Provide response to all (M) and (ME) sections, and any other required submittal items including but not limited to providing an organization chart that highlights employee roles and responsibilities. This chart must include the following: Owner, Project Lead, Project Manager, Image Designer, Copy Writer, Buyer (social media, media, etc.), Editor, Website Manager/Designer, Social Media Manager, Business Manager, Campaign Manager/Designer. If the organization uses subcontractors for the job tasks, please provide a detailed list of roles and responsibilities.
- Section 9:** Provide response to all (M) and (ME) sections, and any other required submittal items including but not limited to providing visual examples and written brief summaries of examples or propose a new idea to each of the main services highlighted in the scope of work. Include an outline of evaluation process of campaigns.
- (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.

## **7 BUSINESS INFORMATION**

### **7.1 (ME) Experience**

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include the Contractor's business history, description of current service area, and customer base. Specifically address the following **mandatory minimum requirements for each line item proposed**:

- 7.1.1 The Contractor must have a minimum of two (2) years of experience providing the proposed System to be eligible for award.
- 7.1.2 The Contractor must have a minimum of two (2) successful implementations of the proposed System similar size scope project (or a previous version thereof) in the last two (2) years to be eligible for award.
- 7.1.3 If you are proposing for the System, you must meet the minimums for both systems and provide examples as outlined in Sections 1.1.1 and 1.1.2 above for both systems proposed.

### **7.2 (ME) System Failures**

Describe any failures of the proposed System within the last two (2) years that resulted in permanent loss of customer data. Failure to fully disclose information in your response to this section may result in your Proposal being found non-responsive or may be grounds for Contract termination if you are awarded a Contract and the omission is discovered after Contract award.

### **7.3 (ME) Sustainability of Future Service**

Describe any circumstances that have a reasonable likelihood of impeding the Contractor from continuing to provide and support the proposed System for at least five (5) years after Go Live including, but not limited to, pending lawsuits, sales, or acquisitions. Failure to fully disclose information in your response, to the best of your knowledge, may result in your Proposal being found non-responsive or may be grounds for Contract termination if you are awarded a Contract and the omission is discovered after Contract award.

## **8 ORGANIZATION AND STAFFING**

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

### **8.1 Project Manager**

#### **8.1.1 (ME) Required**

8.1.1.1 The Project Manager specifically assigned to manage the resulting contract(s) must have managed at least three (3) software implementation projects of similar scope and complexity.

8.1.1.2 The Project Manager specifically assigned to manage the resulting contract(s) has managed at least one (1) implementation project that involved the proposed software major version within the last five (5) years.

#### **8.1.2 (E) Preferred**

8.1.2.1 The Project Manager specifically assigned to manage the resulting contract(s) is Project Manager Professional (PMP) certified.

8.1.2.2 The Project Manager specifically assigned to manage the resulting contract(s) is a member in good standing with the Project Management Institute (PMI).

**Provide resumes or describe in detail how the proposed Project Manager meets the above requirements.**

### **8.2 (ME) Other Key Personnel and Qualifications**

Provide a list of key management, customer service and other roles to be used in the fulfillment of the contract(s) (in addition to the Project Manager). Role descriptions, including requisite qualifications and experience of the specific employee assigned to each role, must also be included.

### **8.3 (M) Modifications to Key Personnel**

8.3.1 The following restrictions, imposed by ITD, will govern modification to the team of Project Manager or Key Personnel, as outlined in the Offerors' response. Restate each requirement and affirm your understanding of and willingness to comply with the requirement.

8.3.2 Once role assignments are made, the Contractor must not remove individuals listed as Project Manager or Key Personnel, unless due to circumstances beyond the Contractor's control (e.g. retirement) without prior written consent from ITD.

8.3.3 If, during the term of the Contract, the Contractor wishes to replace an individual listed as Project Manager or Key Personnel or add individuals to the project, the Contractor must first provide the proposed individual's resume and obtain written approval from ITD prior to placing that employee into the new role.

8.3.4 Any individuals replacing Project Manager or Key Personnel for any reason must have qualifications that meet or exceed those of the replaced Project Manager or Key Personnel.

8.3.5 ITD will have the right to request the removal of any Project Manager or Key Personnel from the project for any reason; the Contractor must comply with such a request.

8.4 (M) Subcontractors

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Named subcontractors who are identified as “Key Personnel” will be evaluated under **Question 2**, above. 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. If you do not intend to utilize subcontractors, please state as such.

8.5 (M) ITD Network Access

Some remote maintenance activities require access to the ITD network. The Contractor personnel may be subject to a background check performed by Idaho State Police, and completion or ITD’s remote access agreement, at ITD’s discretion, prior to authorization on any ITD network or device. ITD’s Remote Access Agreement (Form #0087) is located at <https://apps.itd.idaho.gov/Apps/FormFinder2DMZ/> and incorporated into this Contract by this reference. The cost of the background check is to be covered by the Contractor.

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

# ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE REGISTRATION FORM

RFP 20221333 Advanced Traveler Information System

<b>PRE-PROPOSAL CONFERENCE</b>	Tuesday, February 2, 2022, 10:00 AM Mountain Time
Idaho Transportation Department	RFP 20221333 Advanced Traveler Information System

**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 [patrick.murphy@adm.idaho.gov](mailto:patrick.murphy@adm.idaho.gov). 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 asked to register for the Pre-Proposal Conference no later than 11:00 AM, **Mountain Time**, Tuesday, February 1, 2022.

**PLEASE PRINT:**

Name	Company	Email Address	Phone Number	By Phone

## ATTACHMENT 2 – OFFEROR QUESTIONS

RFP 20221333 Advanced Traveler Information System

### 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 regard 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 20221333 Advanced Traveler Information System

Question	RFP Section	RFP Page	Question	Response
1				
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## ATTACHMENT 3 – MODIFICATION AND EXCEPTION FORM

RFP 20221333 Advanced Traveler Information System

**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 2.3** 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 2.3.2**.

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 2.3.4**.

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

## ATTACHMENT 4 – COVER FORM

RFP 20221333 Advanced Traveler Information System

**(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	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror’s Tax Identification Number	EIN:
Offeror’s DUNS Number	DUNS:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror understand and agree that for breach or violation of the above term, the State has the right to annul the Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.	
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 <a href="https://sam.gov">https://sam.gov</a> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 5 – COST PROPOSAL

RFP20221333 Advanced Traveler Information System

**(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. All required upgrades, patches, licenses and regular maintenance must be included in the annual cost of the proposed Systems. Costs shall remain firm throughout the initial term of the contract, unless otherwise agreed to by the Department and modifications will only be considered under extenuating circumstances.

All Offerors must use the Cost Matrix format below for submitting their cost proposal. Offerors shall not alter the format of, or any numbers contained in, any matrix. Altering the format may result in a finding that your Proposal is non-responsive.

For Table 1, Offerors shall enter their cost per unit in the column labeled “UNIT.” Sum the “UNIT PRICE” column and enter the total in the “TOTAL PROJECT PHASE AND IMPLEMENTATION COST” cell. For Table 2, Offerors shall enter their Fully Burdened Cost per line in the column labeled “Fully Burdened Cost.” Sum the “Fully Burdened Cost” column and enter the total in the “TOTAL 5 YEAR COST” cell. Sum the total costs from Tables 1 and 2 and enter in the TOTAL PROPOSED AMOUNT.

**Table 1: Project Phase & Implementation Costs**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	Project Phase 1 – Implementation (Completion of required configurations and functionalities)	1	EA	\$
2	Project Phase 2 – Implementation Testing (Interface Integration Testing, Regression Testing, and UAT)	1	EA	\$
3	Project Phase 3 – Executing Phase (Training & Go-Live)	1	EA	\$
4	Project Phase 4 – Executing Phase (Post Go-Live Warranty Period)	1	EA	\$
<b>TOTAL PROJECT PHASE AND IMPLEMENTATION COST</b>				\$

**Table 2: Maintenance and Support**

Item Description	Fully Burdened Cost
Year 1 (Initial one full year of service Post Implementation)	\$
Year 2 Service	\$
Year 3 Service	\$
Year 4 Service	\$
Year 5 Service	\$
<b>Total 5 Year Cost</b>	\$

Sum the Table 1 “**TOTAL PROJECT PHASE AND IMPLAMENTATION COST**” and the Table 2 “**Total 5 Year Cost**” and enter the total in the “Total Proposed Amount”.

<b>Total Proposed Amount</b> (Total of Tables 1 and 2)	\$
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Provide your COST for any optional value-added items you are offering. Your **COST** must be fully burdened to include **ALL COSTS** associated with providing the optional value-added service.

OPTIONAL Value-added Pricing Options (Pricing will not be considered as a factor of award for optional items)	COST
	\$_____
	\$_____
	\$_____

Company Name: \_\_\_\_\_

Name of Individual submitting Proposal: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

### RFP 20221333 Advanced Traveler information System

#### **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 11<sup>th</sup> 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 waiver 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 20221333 Advanced Traveler Information System

Report or Form	Required by RFP Section #	Description	Submitted to	Frequency	Date Due

## **APPENDIX C – SPECIAL TERMS AND CONDITIONS**

### **RFP 20221333 Advanced Traveler Information System**

These Terms and Conditions replace any conflicting terms in the attached State of Idaho Standard Terms and Conditions document. Where not in conflict, these Special Terms and Conditions supplement the State of Idaho Standard Terms and Conditions document. All capitalized terms are defined in the attached Contract's Glossary document.

#### **1. GO LIVE AND ACCEPTANCE**

- 1.1. Go Live occurs upon written authorization of the ITD Project Manager.
- 1.2. All data migration, implementation, and testing shall be successfully completed and accepted in writing by ITD prior to Go Live.
- 1.3. Training of all Users, as required by the Contract, shall be completed prior to Go Live.
- 1.4. The System acceptance shall occur ninety (90) calendar days after Go Live unless the State notifies the Contractor in writing within the ninety (90) calendar days acceptance period that the System does not satisfy the terms of the Contract or otherwise fails test procedures or programs established by the Contract.

#### **2. CONTRACTOR RESPONSIBILITIES**

The Contractor is responsible for the delivery of all Services under the Contract. The Contractor will assign a sole point of contact, such as a Project Manager, for contractual matters, including payment of charges resulting from the delivery of the contracted services. All services are subject to inspection and evaluation of ITD. This person will work closely with the ITD's Project Manager to ensure that the scope and direction of the ITS project are delivered on schedule and within budget.

In addition, the Contractor has the following responsibilities:

- 2.1. Should a third-party claim prevail, inhibiting ITD's use of the System, the Contractor shall, at its own expense, secure all required resources necessary to ensure uninterrupted System up to and including replacement of the service.
- 2.2. The Contractor shall not assign without the prior written permission of the Administrator of the DOP.
- 2.3. The Contractor shall follow ITD policy and written approval from ITD Project Manager before hiring or assigning subcontractors.
- 2.4. The Contractor shall not alter or modify any term of the Contract. Any request to alter or modify shall be presented to ITD Contract Owner. ITD will then process the Contract change request form with the DOP with no less than thirty (30) calendar days' written notice from the desired effective date of an alteration or modification. No alteration or modification will become effective without the issuance of an amendment to the Contract by the State.
- 2.5. The System shall be delivered in accordance with the Contract and to all specific claims and specifications provided in this ITN and the Offeror's Proposal.

- 2.6. The System shall be suitable for any particular purposes identified in the ITN for which the State has relied on the Contractor's skill or judgment.
- 2.7. The System shall not infringe or violate any intellectual property right.
- 2.8. The System shall perform without the creation of errors in State Data, the loss of State Data, or the inability to access State Data due solely to the Service.
- 2.9. The System shall not contain viruses, bombs, or disabling devices.
- 2.10. The System in whole or in part shall not infringe upon an enforceable patent, copyright, trade secret, trademark, or other proprietary rights. The Contractor knows of no action or proceeding of any kind pending, or to its knowledge, threatened against, by or affecting it or the software used to provide the Service or any documentation, which if decided, is adverse to the Contractor and could adversely affect the Contractor's ability to perform or complete its obligations under the Contract.

### **3. SUBSCRIPTION TERMS**

Contractor grants to the State a license to (i) access and use the Service for its business purposes; (ii) use underlying software as embodied or used in the Service; and (iii) view, copy, upload, and download (where applicable), and use Contractor's documentation.

### **4. DATA**

#### **4.1. DATA ACCESS CONTROL**

The Contractor shall provide access to State Data only to those Contractor employees and subcontractors ("Contractor Staff") who need to access the State Data to fulfill Contractor's obligations under the Contract. Contractor shall not allow access to the State's User accounts or State Data, except during Data Center operations, in response to Service or technical issues, as required by the express terms of these State of Idaho Special Terms and Conditions, or at the State's written request. The Contractor shall not use any information collected in connection with the Service provided under the Contract for any purpose other than fulfilling the Service. The Contractor shall not share State Data with its affiliates or any third party without the State's express written consent. The Contractor shall train their staff on the State Data protection requirements of this Contract. The Contractor shall confirm in writing that their staff has received this training prior to ITD providing access to the State Data. The Contractor shall review Data protection requirements with their staff each year.

#### **4.2. DATA OWNERSHIP**

The State shall own and retain all rights and unrestricted access to information and data developed, documented, derived, stored, installed, or furnished by the State under the Contract, including all data related to records owned by the State of Idaho. Additionally, the State retains the right to backup State Data at its own Data Center. The Contractor shall not collect, access, or use State Data except (1) during Data Center operations pursuant to Service provided under this Contract, (2) in response to Service or technical issues, (3) as required or expressly allowed by the terms of the Contract, or (4) at the State's written request. Except as expressly allowed by the terms of the Contract, State Data may not be

used in any other way by the Contractor. The State data shall not be copied, shared, disclosed, rented, sold, or used for any other uses unless permitted in writing by the State. These obligations shall extend beyond the term of the Contract in perpetuity.

#### 4.3. CLOUD DATABASE MANAGEMENT

The Contractor shall regularly manage, maintain, and apply all updates and security patches to primary and backup databases at no additional cost to ITD. The database software updates shall not impact production data.

#### 4.4. DATA STORAGE LOCATION

The Contractor shall provide its Service to the State and its end Users solely from primary and backup Data Centers. The storage of State Data at rest shall be located solely in Data Centers within the contiguous borders of the United States of America. The backup Data Center shall be separated from the primary Data Center by at least three hundred (300) miles geographically. The Contractor shall not allow its personnel or subcontractors to store State Data on portable devices, except for devices used and kept only at its U.S. Data Centers. Each Data Center operated by the Contractor to support the Contract shall be within a physical security perimeter to prevent unauthorized access, and physical entry controls shall be in place so that only authorized personnel can have access to State Data and State-written applications. Contractor may use State Data on portable devices for the purpose of providing technical support or troubleshooting. Contractor must destroy the copies of the State data on portable devices upon completion of the technical support or troubleshooting task.

#### 4.5. DATA PROTECTION

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

- A. All Non-Public State Data shall be encrypted at rest and in transit with controlled access. Unless otherwise provided in the Contract, the Contractor is responsible for the encryption of the Non-Public State Data. All encryptions shall be consistent with cryptography standards in National Institute of Standards and Technology (NIST) FIPS 140-2.
- B. The Contractor shall permit Contractor staff to access State Data remotely only as required to provide technical support.
- C. The Contractor shall segregate and distinguish the State Data from the data of other parties by virtue of labels, documented explanations, or physical and logical controls.
- D. FedRAMP: State Data shall be stored in a FedRAMP accredited cloud service.

#### 4.6. DATA PRIVACY

The Contractor shall comply with all applicable laws related to data privacy and security, specific to the type(s) of data and as otherwise specified in the Contract.

#### 4.7. DATA CENTER AUDIT

Once in each twelve (12) month period during the Contract term, the Contractor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Contractor's defined control objectives and control activities in connection with the Subscription Services. The Contractor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 18 (SSAE 18) or an equivalent standard, which shall include Service Organization Control (SOC) 2 report (the "Audit Report"). State shall have the right to request and receive a copy of the Audit Report. State may share a copy of such Audit Report with its auditors and regulators, provided that such Audit Report shall be Contractor's confidential information.

#### 4.8. RETURN OF DATA

Upon termination of the Contract, whether by natural expiration, non-renewal, termination for cause, or any other method, the Contractor shall implement an orderly return of State's data. The Contractor shall (1) provide the data in a format acceptable to ITD within seven (7) calendar days of the notification of termination; or (2) within any period outlined in Section 4.9 below, or the Contractor shall allow State access to extract its data from the System.

During the term of the Contract, the State may request a copy of any State Data held by the Contractor. The Contractor shall provide the State Data in a format acceptable to ITD within thirty (30) calendar days of the request, or instead, the Contractor may decide to allow State access to extract its data from the System. If State is to extract the data, the Contractor shall facilitate the State's extraction of State Data and State-written applications by providing all necessary access and tools for extraction at no additional cost to State, and the State Data shall be unencrypted.

#### 4.9. DISPOSAL OF DATA

The Contractor shall not intentionally erase State's Data for at least sixty (60) calendar days following the termination of the Contract, unless authorized to do so in writing by the State.

After the sixty (60) calendar days described above, the Contractor shall have no obligation to maintain or provide any State Data or to maintain any State-written applications and shall thereafter, unless legally prohibited, delete all State Data and State-written applications (in all forms) within its systems or otherwise in its possession or under its control. State Data and State-written applications shall be permanently deleted and shall not be recoverable in accordance with National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to State no later than ninety (90) calendar days after termination or expiration of the Contract.



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

**5. LICENSES, PERMITS, HARDWARE, AND FEES**

Without additional expense to ITD, the Contractor shall obtain all required licenses, permits, and hardware and pay all fees necessary for executing the provisions of this Contract unless specifically stated otherwise herein.

**6. SAFETY INFORMATION**

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

**7. PRICING, LENGTH OF, AND RENEWALS**

The initial term of the Contract is for implementation, training, Go Live, and five (5) full years of Service after Go Live of the System. After the initial term, the State may exercise annual renewals for Service, including upgrades, licensing, and any other fees per the firm/fixed pricing offered by the Offeror in its Cost Proposal.

After the initial Contract term and upon mutual agreement, the parties may renew the Contract on an annual basis for up to five (5) additional one-year periods. Any renewal after the expiration of the offered firm/fixed price renewals shall not exceed a three percent (3%) increase over the previous year's renewal term. All other terms and conditions shall remain in effect for all renewals unless the Contract is amended by mutual written agreement.

**8. TITLE TO PRODUCT**

If access to the Service requires an application program interface (API), the Contractor shall convey to the State an irrevocable license to use the API for the duration of the Contract.

**9. GRANT OF API LICENSE**

ITD grants the Contractor a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable license to connect to ITD materials through ITD's Application Programming Interface (API) and endpoints. The Contractor agrees to use the APIs and authorized endpoints for the sole purpose of providing the Service to ITD and only to the extent of its documented capabilities. The Contractor further agrees not to: (a) use or attempt to use the ITD materials in violation or infringement of any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions; or (b) use or attempt to use the ITD materials other than as expressly set forth in this agreement and the documentation.

## **10. SERVICE WARRANTIES**

Notwithstanding any other term in the State of Idaho Standard Contract Terms and Conditions, State of Idaho Solicitation Instructions To Vendors, or the Offeror's Proposal, the following warranties apply to the Contract. The Contractor represents and warrants that:

- 10.1. The Contractor has the full power and authority to grant ITD full access to the System provided by the Contractor for the sole purpose of full utilization of the Service required under the Contract.
- 10.2. The Contractor has no ownership interest in State Data and that it will not use or disclose State Data outside the scope of the Contract without the written permission of ITD. State Data is, and at all times, will remain the exclusive property of ITD.
- 10.3. The Contractor shall keep all required licenses, maintenance, and upgrades to the hardware, software, and networking elements comprising the System up to date and current.
- 10.4. The Contractor shall not suspend or terminate Service for any cause other than breach, term of Contract, or scheduled maintenance.

## **11. TERMINATION FOR CAUSE**

- 11.1. ITD may terminate the Contract upon written notification to the Contractor if at any time:
  - 11.1.1. The Contractor is in breach of any warranty, term, condition, covenant, or obligation under the Contract;
  - 11.1.2. Judicial interpretation of federal or State laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible; or
  - 11.1.3. The Contractor fails to comply with any applicable law, regulation, or rule.
- 11.2. **UPON TERMINATION FOR CAUSE, THE STATE SHALL:**
  - 11.2.1. Receive reimbursement from the Contractor for losses incurred as a result of the Contractor's breach; and,
  - 11.2.2. Pay all unpaid fees to the Contractor within thirty (30) calendar days following the provision of a final invoice detailing all outstanding fees and the Services, explicitly contracted under this agreement, rendered to the State.
- 11.3. **UPON TERMINATION FOR CAUSE, THE CONTRACTOR SHALL:**
  - 11.3.1. Cease providing service at a time to be determined by the State;
  - 11.3.2. Place no further subcontracts for materials or services needed in providing Service to State, except as necessary to complete any continuing portion of the Contract;
  - 11.3.3. Terminate all subcontracts to the extent they relate to the work terminated;
  - 11.3.4. Settle all outstanding liabilities and termination settlement Proposals arising from the termination of subcontracts; and

11.3.5. Deliver or otherwise make available to State all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Service, whether completed or in process.

**12. NOTICE TO DISCONTINUE SERVICE**

The Contractor shall notify ITD at least twenty-four (24) months prior to Contract expiration of intent not to renew the Contract.

**13. NOTICE TO CURE**

If the Contractor is in breach of any warranty, term, condition, covenant, or obligation under the Contract, the State may provide notification to the Contractor and opportunity to cure in writing, but the State is not obligated to allow to Contractor to cure. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which will be requested in writing; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor shall present the State with a written request detailing its efforts to resolve the problem and the period for such resolution.

**14. REMEDIES**

If at any time the Contractor is in breach of any warranty, term, condition, covenant, an obligation under the Contract, or Service Level Agreement (SLA), the State may, at its sole discretion, require any of the following remedial actions, considering the nature of the deficiency:

- 14.1. Require the Contractor to develop and implement a Corrective Action Plan (CAP) to bring the Service into compliance with contractual standards, subject to ITD approval and oversight;
- 14.2. Accelerate monitoring of Contractor performance by ITD or its designee;
- 14.3. Require additional or ad hoc reporting by the Contractor at no cost to ITD, which addresses performance issues;
- 14.4. In addition to any remedies available to the State under law or equity, the State may at its sole discretion require one (1) or more of the following remedial actions if any of the System does not conform to Contract requirements: (1) require Contractor to subcontract all or part of the Contract at no additional cost to the State; (2) require payment of actual damages caused by the deficiency; (3) withhold and reduce payment; (4) terminate the Contract pursuant to Section 2 in the State of Idaho Standard Contract Terms and Condition document, in addition to any remedies imposed by the State. In the event of unauthorized release of Personal Identifiable information due to a breach of the security of the System as defined in Idaho Code 28-51-104, in addition to any of the above remedies that the State may impose, Contractor shall provide the requirements as defined in Idaho Code 28-51-105 to rectify the breach and shall provide notification to all affected individuals.

**15. RETAINAGE AND REDUCTIONS**

15.1. ITD may retain a certain percentage of the amount due on each respective invoice (the “Retainage”) as follows:

Description	Trigger	Release Percentage
System Implementation Process and Timeline	Complete System Implementation which includes, system configuration, testing, training, go-live, and system acceptance	All phase payments will be paid in full per the billing procedure document.
	A Single occurrence of Contractor non-performance during any portion of the timeline implementation as detailed in the SOW. Contractor non-performance is defined in Section 16	At the ITD Project Manager’s discretion, the Phase Payments for the System Implementation will be reduced by two percent (2%) for every two (2) week delay of the System Implementation, for up to 25% Retainage of the total for each phase payment. At the discretion of the ITD Project Manager, the total Retainage can be disbursed partially or in whole upon implementation of an acceptable CAP that meets ITD implementation timeline expectations by the Contractor.
	Multiple occurrences of Contractor non-performance during any portion of the implementation timeline as detailed in the SOW	ITD will withhold and retain five percent (5%) of phase payment every week delay of the System Implementation timeline as Retainage. At the discretion of the ITD Project Manager, the total Retainage can be disbursed partially or in whole upon implementation of an acceptable CAP that meets ITD implementation timeline expectations by the Contractor.
Data Hosting and Data Center Maintenance, System Software Support and Maintenance (DHSM)	After Go Live, the Contractor meets SLA restoration times as agreed-upon in the Service Level Contract	All invoices paid in full.

Description	Trigger	Release Percentage
	After Go Live, for each calendar day, the Critical System Issue restoration times are not met	ITD reserves the right to withhold and reduce funds against monthly DHSM charge invoices accrued at 3% per day at the discretion of ITD's Contract Monitor.
Retainage	The written acceptance by the ITD's Contract Monitor of the Contractor CAP	Up to one-hundred percent (100%) of Retainage and reductions can be released at the ITD Contract Monitor discretion after successful implementation and completion of ITD approved CAP.

**16. CONTRACTOR NON-PERFORMANCE**

Per the Contract, if the Contractor in whole or in part is not performing during the System's implementation phase, which delays the System Go Live date, ITD has the right, in its sole discretion, to retain partial Contract funds until Contractor completes the work required to Go Live. Refer to Section 15.1 for the payment retained at the ITD Project Manager's discretion. The Contractor is showing non-performance in whole or in part when:

- A. The Contractor delays the Go Live date or is unable to complete implementation due to lack of resources on the Contractor side; or
- B. The Contractor misses one (1) or more implementation milestones in the signed Statement of Work document; or
- C. The Contractor fails to provide weekly or bi-weekly project status report that includes at minimum project plan and timeline, work completed, work to be completed, project performance, assigned tasks, issues, and risks; or
- D. The Contractor is not maintaining communication pursuant to and as set forth in the Communication Plan; or
- E. The Contractor fails to resolve Critical System Issues preventing the System to Go Live; or
- F. The Contractor fails to identify and escalate a critical issue or risk to ITD, which ITD decides impacts the System implementation timeline and Go Live; or

- G. The Contractor fails to provide project artifacts to support implementation through each phase such as System configuration, test plan, training plan, user guide, and other project artifacts; or
- H. The Contractor fails to integrate the System with other ITD application(s) as defined in the signed Statement of Work of this Contract.

**17. SURVIVAL OF TERMS**

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

**18. CONTRACTOR FINANCIAL RECORDS**

The State may request from the Contractor copies of any and all financial records associated with the resulting Contract, including payments to subcontractors.

**19. CONFIDENTIALITY OF RECORDS**

Subject to the Idaho Public Records Act, strict standards of confidentiality of records and information shall be maintained in accordance with applicable State and federal law. All material and information, regardless of form, medium, or method of communication, provided to the Contractor by the ITD or acquired by the Contractor on behalf of ITD shall be regarded as confidential information in accordance with the provisions of applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards. Department policies and ethical standards are available to the Contractor upon request. Such confidential information shall not be disclosed, and the Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable State and federal law, State and federal rules and regulations, departmental policy, and ethical standards.

**20. INSURANCE REQUIREMENTS**

The 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 the Contractor or by any Subcontractor, as detailed below.

The Contractor shall not commence work under the Contract until all proof of insurance required under this provision has been provided to the State. All insurance policies and certificates shall be signed copies. After work commences, the Contractor shall keep in force all required insurance until the Contract is terminated. The Contractor shall provide certificate(s) of insurance, evidencing the coverage outlined below:

**20.1. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE**

The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a Four Million Dollar (\$4,000,000) for each occurrence with a Four Million Dollar (\$4,000,000) Aggregate.

CGL insurance shall be written on International Organization for Standardization (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).

**20.2. WORKERS COMPENSATION**

The Contractor and all employers providing work, labor, or materials under this Contract are subject employers under Idaho or relevant State and Federal Worker’s Compensation Law and shall comply with all relevant statutes regarding Workers Compensation. For the duration of this Contract, and until all work specified herein is complete, the Contractor and all employers providing work, labor, or materials under this Contract shall provide Workers’ Compensation coverage that satisfies jurisdictional law for all their subject workers. Upon request, the Contractor shall provide either a Certificate of Workers’ Compensation Insurance issued by a surety licensed to write Workers’ Compensation Insurance in the State of jurisdiction, as evidence that.

**20.3. EMPLOYER’S LIABILITY**

This coverage is written in conjunction with Worker’s Compensation and provides insurance for the employer’s liability to its employees in circumstances where the injury is not covered by the Worker’s Compensation Law, and the employer may be subject to common law liability. The commercial umbrella and/or employer’s liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily insurance by accident or One Million Dollars (\$1,000,000) for each employee for bodily injury by disease.

**20.4. CYBER RISK INSURANCE**

Contractor shall maintain Cyber Insurance covering claims resulting from wrongful acts committed in the performance of, or failure to perform, all services under the agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

This coverage is to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below:

Each Occurrence – \$3,000,000

Network Security / Privacy Liability –\$3,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

**20.5. STATE OF IDAHO AS ADDITIONAL INSURED**

The liability insurance coverage required for the performance of the Contract shall include the State of Idaho, Idaho Department of Transportation as well as the State of Idaho, Division of Purchasing, its officers, and employees as additional insured’s, but only with respect to the Contractor’s activities to be performed under this Contract.

**20.6. ADDITIONAL TERMS**

The Contractor shall provide proof of the State of Idaho, its officers, and employees being additionally insured by providing endorsements to the liability insurance policies showing the State of Idaho, its officers, and employees as additional insured. The endorsements shall also show the policy numbers and the effective policy dates. If a liability insurance policy provides for automatically endorsing additional insured when required by Contract, then, in that case, the Contractor shall provide proof of the State of Idaho, the (agency) and its divisions, officers, and employees being additionally insured by providing copies of the policy pages that clearly identify automatic endorsement.

**20.7. NOTICE OF CANCELLATION OR CHANGE**

The Contractor shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits, or intent not to renew insurance coverage(s) without thirty (30) calendar day’s prior written notice from the Contractor or its insurer to the State Division of Purchasing. The 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, its officers and employees (s) provided to the State of Idaho, its officers and employees.

**21. SAFETY**

While working at the ITD site, the Contractor shall maintain a workplace free of harassment, alcohol, drugs, and violence while providing services for ITD under this Contract. Further, the Contractor shall treat public citizens and ITD employees with kindness and respect. All Contractor employees and subcontractors are required to dress professionally, including all PPE, consistent with the general industry for the scope of work performed in this Contract, and they shall wear identification badges at all times while on ITD’s property.

The following ITD policies apply when the Contractor performs work at an ITD facility or when using ITD equipment or other property. These policies shall remain in force for the duration of the Contract:

- 5055 Harassment in the Workplace policy
- 5523 Alcohol and Drug-free Workplace policy
- 5510 Computer, E-Mail, and Internet Usage policy



These policies are provided at: <http://itd.idaho.gov/wp-content/uploads/ITD-Policy-Compliance-Dec-2015.pdf> and incorporated in this Contract. It is the Contractor's responsibility to read, understand and comply with these policies; 100% compliance is mandatory. Furthermore, the Contractor is responsible for ensuring that all its employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or its employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or its employee or subcontractor who fails to follow these policies.

**All Contractor's employees and subcontractors are required to wear identification badges at all times while on ITD's premises.**

## **22. BACKGROUND CHECKS AND SECURITY AWARENESS**

Upon the request of the State, the Contractor shall obtain criminal background checks for Contractor Staff that the Contractor intends to utilize in the provision of services under the Contract and shall provide the results of the criminal background checks to the State. In addition, the Contractor shall complete and submit an ITD Remote Access Agreement for all Contractor Staff that intends to access State Data remotely. The ITD Remote Access Agreement (form 0087) can be found here: <https://apps.itd.idaho.gov/Apps/FormFinder2DMZ/>. If any Contractor Staff are not acceptable to the State in its sole opinion based upon the results of a criminal background check, the State, in its sole discretion, shall have the right to request that such Contractor Staff not provide services under the Contract. The Contractor shall comply with such requests and provide replacement Contractor Staff in such cases.

## **23. SOFTWARE CONTINUOUS SUPPORT**

In the event that the Contractor will no longer support the contracted System, it shall give ITD 60 (Sixty) business days' written notice of such change. Subsequently, the Contractor will provide support for the Contracted System for up to 2 (two) years, or until the State is able to Contract, implement, and replace the System. The State will make best efforts to find and implement a replacement System in as short a period as possible.

## **24. SHARED SECURITY RESPONSIBILITIES**

The Contractor and the State agree that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure and access to the cloud application per the Contract. The State is responsible for State operating system, firewalls, and other logs captured within the operating system. If there are other shared responsibilities, they shall be identified within the Contract. (Note: State agencies are required to adhere to the NIST Cyber Security Framework as provided in Executive Order 2017-02.)

## **25. DISCLOSURE OF PERSONAL INFORMATION**

The Contractor shall report to ITD any instances of unauthorized disclosure of personal information (as defined in Idaho Code Section 49-117) that come to the attention of the Contractor per Idaho Code Section 28-51-105. The Contractor shall make any such report within twenty-four (24) hours after the instance has come to the Contractor's attention. At the sole discretion of ITD, the Contractor shall provide no-cost credit monitoring services for individuals that are deemed to be part of potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

## **26. SECURITY INCIDENT AND DATA BREACH RESPONSIBILITIES**

In the event of a Security Incident or Data Breach, the Contractor shall:

- A. Notify the State-designated contact(s) by telephone within twenty-four (24) hours, unless a shorter time is required by applicable law if the Contractor has confirmed that there is, or the Contractor reasonably believes that there has been, a Security Incident or Data Breach. The Contractor shall (1) immediately quarantine all State Data from external access, (2) cooperate with the State as requested by the State to investigate and resolve the Security Incident or Data Breach, (3) promptly implement remedial measures, if necessary, (4) (for a Data Breach) identify to the State if the Contractor knows the following, the persons affected, their identities and the State Data disclosed, (5) document all identified unauthorized changes and access gained during the incident or breach, to also include the means of ingress, what methods were used to identify the incident or breach, and (6) document responsive actions taken to prevent future incidents related to the Security Incident or Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Service, if necessary.
- B. Unless otherwise stipulated in the Contract, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Non-Public State Data or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach including any fines and penalties imposed on the State; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to by the State and the Contractor; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to by the State and the Contractor; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws; all not to exceed the average per-record per person cost calculated for Data Breaches in the United States (as of January 2019, \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.
- C. Incident Response: The Contractor may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon between the State and the Contractor in writing, defined by law or contained in the Contract. Discussing Security Incidents with the State shall be handled on an urgent as-needed basis, as part of the

Contractor's communication and mitigation processes as mutually agreed upon between the State and the Contractor in writing, defined by law, or as delineated in the Contract.

**27. NOTIFICATION OF LEGAL REQUESTS**

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

**28. RESPONSIBILITIES AND UPTIME AGREEMENT**

The Contractor shall be responsible for the funding, acquisition, provision, and operation of all hardware, software, and network support related to the Service being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the Contractor's responsibilities. The Service shall be available per Section 9.3 of the SOW. The Contractor shall give a minimum of five (5) business days advance written notice (or as otherwise identified in the Contract) to the ITD Contract Administrator of any Updates that may impact the availability of Service or performance.

**29. CHANGE CONTROL**

The Contractor shall provide Updates to State at no additional cost when Contractor makes such Updates generally available to its Users.

Any changes to the System such as planned service outages, maintenance, or new or updated services, shall be coordinated with and approved by the ITD Contract Monitor. If an Update needs to be distributed by ITD to ITD endpoints, the Contractor shall work with the primary ITD business contact to submit a Request for Change (RFC). The Contractor subject matter expert shall attend (virtually or in person) and speak in the CAB meetings for the proposed changes. The CAB meetings are currently scheduled on Tuesdays every week.

No Update or other change to the Service may decrease or otherwise negatively impact the Service's functionality or adversely affect the State's use of or access to the Service.

**30. NON-DISCLOSURE AND SEPARATION OF DUTIES**

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

**31. ACCESS TO SECURITY LOGS AND REPORTS**

The Contractor shall retain and provide ITD upon request real-time log access as well as historical logs of the Service. Additionally, the Contractor shall support continuous and real-time exporting of logs to a log management solution using industry-standard methods for log transfer. Unless specified otherwise in the Contract, reporting and logs shall include but not be limited to latency statistics, System performance statistics, user access logs, user access IP address, user access history, security logs, changes to the System by any user or System process, event logs, changes

in user access, adding or removal of users to the System, unauthorized access attempts, and policy modifications for the Service provided under the Contract.

**32. USE OF NAMES**

The Parties agree that they will not, prior to, in the course of, or after performance under this Contract, use the Party's name in any advertising or promotional media as a customer or client without the prior written consent of both Parties.

**33. EXAMINATION AND AUDIT**

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

**34. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS**

The Contractor warrants this Contract is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and can be cause for termination of the Contract at the discretion of the State.

## APPENDIX E – Billing Procedure

RFP 20221333 Advanced Traveler Information System

### 1. Cost Proposal

Use the format established in the Cost Proposal of this RFP and identify it as “**Attachment 1** - Cost Proposal – RFP 20221333” Altering the format may result in a finding that your Proposal is non-responsive.

### 2. Payment Terms

Payment for the Idaho’s 511 System will be made per the following schedule:

Contract Term	Invoice Date	Invoice Amount
Implementation & Execution	Acceptance of required configurations of all functionalities	15% of Implementation Cost
	Completion of Regression Testing and UAT	15% of Implementation Cost
	Completion of Training & Go Live	20% of Implementation Cost
	Acceptance of System	Remaining 50% of Implementation Cost and 100% of Year 1 Cost
Renewal terms	60 calendar days prior to end of first year of service	100% of Year 2 Cost
	60 calendar days prior to end of second year of service	100% of Year 3 Cost
	60 calendar days prior to end of third year of service	100% of Year 4 Cost
	60 calendar days prior to end of fourth year of service	100% of Year 5 Cost
	60 calendar days prior to the end of the current service year	100% of the next service year cost

All invoices must be Net 30.

### 3. Billing Procedure

Renewal pricing must be invoiced to ITD no less than sixty (60) days prior to the effective date of the renewal.

The Contractor must provide the following information with each invoice:

- Contract Number (and name of project/product, if appropriate)
- Identification of billing period
- Total amount billed for the billing period
- Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate

- Name of authorized individual/contact information for Contractor.

Hard copies of invoices and reports must be submitted to:

Idaho Transportation Department

P.O. Box 7129

Boise, ID 83707-1129

Or via Electronic submission: [HQPWYAP@itd.idaho.gov](mailto:HQHWPYAP@itd.idaho.gov)