



**STATE OF IDAHO  
OFFICE OF THE STATE CONTROLLER**

**Request for Proposal (RFP)  
RFP 2023-01**

**for**

**Grant Management System (GMS) Software Solution**

**Issue Date: March 31, 2023  
Response Due Date: April 28, 2023, 3:00 PM MT**



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## **1.0 Introduction**

The State of Idaho (State) Office of the State Controller (SCO) is issuing this Request for Proposal (RFP) to solicit proposals from firms interested in participating (the “Offeror,” the “Vendor” or, post-award, the “Contractor”) for the acquisition of a comprehensive Grant Management System (GMS) software solution, including functionality for grant application and scoring, reimbursement submission and processing and budget management functions, as well as a streamlined process for data collection/grant reporting requirements.

The duties of the Idaho State Controller are enumerated in Article IV, Section 1 of the Constitution of the State of Idaho, and within title 67, chapter 10 of Idaho Code. As the chief fiscal officer of State government, the State Controller manages Idaho’s fiscal affairs, which include paying all obligations of the state, processing payroll for all State employees, publishing Idaho’s Comprehensive Annual Financial Report (CAFR), as well as maintaining the centralized financial management reporting and accounting systems.

There are multiple state agencies that may be utilizing the GMS solution as a centralized service to administer the various grants each of those agencies administer. Implementation will be centralized at the Idaho State Controller with grantor and grantees accessing the solution.

There are minimum qualifications to respond to this solicitation. See RFP Section 1.3 below.

### **1.1 Background and Objectives**

One State agency which is immediately seeking a GMS solution is the Idaho Council on Domestic Violence and Victim Assistance (ICDVVA). Pursuant to [Idaho Code § 39-5201](#), ICDVVA is the advisory body to fund, promote, and support programs and services affecting victims of domestic violence and other crimes in Idaho. ICDVVA administers roughly \$14 million per year in grants for victim services, as well as monitoring programs and services for crime victims and compiling data on victimizations and need and demand for victim services. The GMS program will be used primarily to manage a federal formula grant through the Department of Justice (DOJ) Office for Victims of Crime (OVC), the Victims of Crime Act Victim Assistance grant to states (VOCA Victim Assistance). In addition, it will be used to manage the federal formula grant through Health and Human Services (HHS) Family Violence Services & Prevention Act (FVPSA) and state domestic violence project grants with state dedicated funds. Each funding stream has different reporting requirements, which include numeric data (such as number of victims served) and narrative responses.

ICDVVA consists of a small team of six (6) employees who administer federal and state victim assistance grants to about fifty (50) subrecipient direct service providers. ICDVVA is attached to the Idaho Department of Health & Welfare (DHW) for budgetary and administrative purposes but is programmatically independent from DHW and its information technology systems operate separately on the other side of a firewall from DHW IT. The SCO manages the fiscal



concerns of the state with its centralized financial management reporting and accounting systems to all executive branch agencies in Idaho. The SCO's centralized financial management and accounting solutions reside within an Enterprise Resource Solution (ERP) named LUMA. The SCO will provide IT services to include procurement and renewal of GMS software product. SCO will also act as liaison for IT support and integration with the State's ERP system (LUMA) .

Idaho's VOCA Victim Assistance grants, and other grants administered by ICDVVA are currently managed without grant management software. Subaward budgets, reimbursement requests, quarterly data submissions, match, et cetera, are all tracked with spreadsheets and Excel workbooks, fillable pdfs, Jotform, and OneDrive. Information relating to each subaward is thus not housed in one program accessible to both ICDVVA and subrecipients, but rather is a robust combination of Excel, Microsoft Word, Adobe PDF, and Jotform documents which must be retained and filed, creating opportunities for human error and mismatches between grantee and grantor records.

This is time intensive and burdensome to subrecipients, many of whom are small rural programs lacking staff with Excel skills. Most of the funded programs in Idaho operate in rural areas with very little staff, and often the same individuals responsible for grant administration and data collection are direct service providers. The state is experiencing a peak demand for victim services at the same time as a decline in available funding, so every hour that can be spent on victim services instead of grant administration helps address a critical need for an Idaho crime victim.

We are seeking implementation of a statewide GMS solution with the initial implementation of ICDVVA being set up to use the GMS solution. However, the solution must be flexible and have the ability to add additional state agencies with the future ability to support multiple state agencies administering grants with additional subrecipients, and unlimited concurrent users.

The requirements for grant administration of other state agencies are similar to or less demanding than ICDVVA's and have been taken into consideration in this RFP. However, the GMS solution should be flexible enough to allow different agencies to configure their own grant application forms, etc. on the front end without technical support.

The State's ideal GMS solution is one where best practice inherent in the software can be adopted by the State with minimal or no customization of the underlying software. This solution would be delivered on a modern, scalable technology platform that will allow the State's investment to be both functionally and technically viable for the foreseeable future.

From a technology viewpoint, the State's vision is a cloud-based solution that is fully supported by the Offeror and removes the State's administrative burden of software fixes/upgrades, hardware refresh cycles, backups, disaster recovery and technical staffing requirements. This RFP requests that the Offeror provide associated hosting services (Services) for the pre-production (development) and production infrastructure under a Software-as-a-Service (SaaS) model.



The system must house application, reimbursement, and budget management functions, as well as a streamlined process for data collection and grant reporting requirements. The GMS software solution the state is seeking should meet the following criteria:

- The solution must be an off-the-shelf product with some opportunity for configuration and minimal customization.
- The solution should be SaaS to facilitate rapid deployment after procurement.
- The solution must allow sharing of information between grantor and grantees, including upload capabilities for large files of grantee documentation.
- The system must provide a statewide solution for grant administration. It must be flexible and have the ability to add additional state agencies. The system should have no limit on the number of concurrent users.
- The solution must have the flexibility to manage grant financial information and reporting on a fiscal year selected by the State agency, including the Federal fiscal year.
- The solution must improve the efficiency of administrative operation and reduce costs by eliminating redundant systems and standardizing business processes for alignment with industry best practices.
- The solution must expand and simplify management access to detailed information.
- The solution must provide seamless integration with the state's new ERP solution and other agency-specific systems.

## **1.2 Current Idaho Systems Environment**

At the time of writing and issuing this RFP, the state is in the process of implementing a new ERP system called Luma. Luma is the cloud-based enterprise resource system created by Infor and is formally referred to as the Infor CloudSuite Public Sector.

<https://www.infor.com/products/cloudsuite-public-sector> Luma will be utilized for statewide unification of Budget, Financial & Supply Management, Procurement, Payroll and Human Capital Management. Luma is expected to go-live statewide at the beginning of the state fiscal year, July 1, 2023.

The GMS solution should be able to be integrated into Luma as part of the state's financial accounting and reporting systems. Offeror's must propose how the GMS solution would integrate with the State's ERP system accounting and reporting functions and/or grant modules. Some critical integration requirements include the following:

- The product must use a web browser interface for all user access. No thick-client installable software involved at all.
- The product must support SAML 2.0 federation, and specifically permit IDP-initiated SSO/SAML.



- The product would preferably interface directly with Infor Cloudsuite Finance and Supply Management via ION API/REST API. If not possible, product must be able to exchange information via SFTP delimited files.
- If the product offers a FEDRAMP-certified "GovCloud," the state would prefer to purchase from that product group. If not, the state would require that any data stored is ONLY stored in US-based datacenters and support personnel/engineers are US-based.
- The product must allow the state to have an "administrator" privilege to create, manage, and delete user accounts.

### **1.3 Minimum Qualifications**

It is required that the Offerors meet the following criteria, as applicable, for their submissions to be reviewed:

- As part of its core components, the software system must house the grant application, reimbursement, and budget management functions, as well as a streamlined process for data collection and grant reporting requirements.
- The State requires that the grant administration and data collection components of the Offeror's proposed GMS solution are in production or in the process of being implemented entity wide for a U.S. state government.
- Alternatively, the State requires that the grant administration and data collection components of the Offeror's proposed GMS solution is in production or in the process of being implemented entity wide for a city or county government, or public entity of comparable size and complexity to the State of Idaho. For purposes of this RFP, "comparable size and complexity" is defined as an annual budget of at least \$10 million in grant awards and a minimum of 40 grant subrecipients.

### **1.4 Glossary of Terms**

The State has provided a glossary of terms in Attachment 6 for purpose of providing definitions of terminology, acronyms and abbreviations as used specifically for this RFP. These definitions are provided for convenience and not intended to supersede any more complete definitions as may be provided in Idaho statutes.



## 1.5 Other Institutions Eligible to Purchase

This solicitation was issued by the Idaho Office of the State Controller. The Offeror may agree to make the awarded contract available to other public entities within the State of Idaho on a cooperative purchasing basis.

The term of agreement with other public entities may, if mutually agreed upon, extend beyond the term of the State of Idaho's contract. In that event all terms and conditions of the State's Contract will inure to the participating entity's agreement.

## 2.0 General Information for Offerors

### 2.1 RFP Information

<b>RFP Title:</b>	Grant Management System – Software Solution
<b>RFP Lead:</b>	Brian Benjamin, Deputy Chief of Staff, SCO <a href="mailto:bbenjamin@sco.idaho.gov">bbenjamin@sco.idaho.gov</a>
<b>Physical Address of RFP Lead:</b>	State of Idaho Office of the State Controller Attn: Brian Benjamin 700 W. State Street Boise, ID 83720
<b>Submission Process:</b>	See instructions in Section 2.5.

### 2.2 Estimated Schedule of Procurement Activities

The schedule in the following table reflects the timeline of expected procurement activities for this RFP. The State reserves the right to adjust this schedule by posting an amendment on <https://www.sco.idaho.gov/Pages/RFP-Grant-Management-System-Software-Solution.aspx>. It is the responsibility of Offerors to check the State website on a regular basis for such updates. All methods of delivery or transmittal of reply to this RFP are exclusively the responsibility of the Offeror and the risk of non-receipt or delayed receipt will be borne exclusively by the Offeror.

Friday, March 31, 2023	RFP released to prospective Offerors
Wednesday, April 19, 2023	5:00 PM MT – Last date/time questions are accepted
Friday, April 21, 2023	Last date for issuing an amendment
Friday, April 28, 2023	3:00 PM MT – Proposal submission deadline





May TBD, 2023	Software Demonstrations/Offeror Presentations
May TBD, 2023	Best and Final Offer (if needed)
June 1, 2023	Notice of Intent to Award
June 1, 2023	Contract Negotiations Begin (upon intent to award)
June 7, 2023	Complete Negotiations for GMS Software Solution
June 15, 2023	Execution of Contract for GMS Software Solution

## 2.3 Pre-Proposal Conference

No pre-proposal conference will be held for this procurement. Offerors are encouraged to submit questions in writing per the instructions found below.

## 2.4 Offeror Questions and State Responses

Offerors are welcome to submit questions regarding this RFP until the last date/time indicated in the Estimated Schedule of Procurement Activities. The State will be bound only to the State's written answers to questions.

Questions shall be submitted to the RFP Lead via email. Offerors are encouraged to submit questions throughout the question and answer (Q&A) period. The RFP Lead will compile the Q&A responses and post them periodically during the RFP response period to the State's website. A compilation of all Q&A will be posted as an amendment to the RFP as of the last planned date for issuing an amendment.

Submit written questions in Microsoft Word to the RFP Lead using the format of the table below. Offerors are encouraged to include questions regarding RFP specifications and State terms and conditions in Attachment 5.

Company Name	Document or Attachment Name	Section Reference	Question

A copy of the Q&A and any other RFP amendments will be posted to the State's website for this procurement at: <https://www.sco.idaho.gov/Pages/RFP-Grant-Management-System-Software-Solution.aspx>.



## 2.5 Submission of Proposals

**Proposals must be submitted to the Office of the State Controller.**

**Responses to this RFP are due no later than the 28<sup>th</sup> day of April, 2023, 3:00 PM MT.**

The Offeror remains solely responsible for ensuring that its response is received by the time, date, and an approved method as outlined below. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the State and will not be returned.

Sections 4 and 5 outline a response format intended to obtain organizational and reference information from all Offerors, followed by specific response items pertaining to the Technical Proposal and Cost Proposal. The electronic files must contain the signature of an official authorized to bind the company in a legal agreement.

If Offeror wishes to submit a redacted copy of the response in accordance with Section 2.6, those additional files should be clearly marked as “redacted” and submitted along with the primary copy as described below. Redacted versions are not required to be word-searchable.

All proposals must be submitted electronically to the SCO website at <https://www.sco.idaho.gov/Pages/RFP-Grant-Management-System-Software-Solution.aspx>, following these instructions:

1. Request login credentials for uploading proposals by going to the following link: <https://www.sco.idaho.gov/Pages/RFP-Grant-Management-System-Software-Solution.aspx> and click the “Submit Proposals” button.
2. Request temporary credentials by entering an email address and selecting the Computer Services Center. Login credentials expire at 12:00AM MT every day. **Request login credentials during business hours the morning you plan to submit proposals.** Allow up to 1 hour to receive your credentials.
3. Once temporary credentials are approved, an e-mail will be sent with an attachment that opens login credentials and a link to the File Transfer Upload Form, where Offeror can upload proposals. Detailed uploading instructions are provided on the upload page.

**Do not attempt to submit your responses electronically through the State’s e-procurement system (IPRO).**

Upload one (1) digital copy of all files in either Microsoft Word, Microsoft Excel, or PDF format per the response instructions. The digital copies must contain searchable, copiable content (i.e., not scanned image files [except for scanned appendices or forms such as a diagram, chart, or other required documentation]). The Technical Proposal submission files must be separate from the Cost Proposal submission files. All files may be submitted in the same upload, but the file(s) pertaining to each submission must be clearly marked and distinct.



## 2.6 Proprietary Information/Public Disclosure

Proposals submitted in response to this competitive procurement shall become the property of the State. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the State and the apparent successful Contractor; thereafter, the proposals shall be deemed public records.

Pursuant to the Idaho Public Records Act, Idaho Code Sections 74-101 through 74-126, information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. All, or most, of the information contained in your response to this RFP will be a public record subject to disclosure under the Public Records Law. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets 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.

If you consider any material that you provide as part of your Proposal to be a trade secret, or otherwise protected from disclosure, you **must** so indicate by marking as "exempt," "trade secret," or "proprietary" **each page** containing such information. Marking your entire Proposal as exempt or a legend or statement on one page that all or substantially all of the response is exempt is not acceptable or in accordance with this RFP or the Public Records Act and **will be deemed non-responsive unless removed by the Offeror. Prices that you provide in your Proposal or Cost Schedules are not a trade secret.**

If an Offeror submits a Proposal that contains information claimed to be exempt or protected information, you must also submit an electronic redacted copy of the Proposal, clearly marked as "Redacted Version" with all exempt information removed or blacked out. The State will provide this redacted Proposal to requestors under the Public Records Law. Submitting Offerors must also:

- Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."
- Provide a separate document with your Proposal entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Proposal. The list must be in the order in which the material appears in your Proposal, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the State to determine the precise 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.

The State, to the extent allowed by law and in accordance with this section, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **prior to submission** of your Proposal.

Offerors shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or proprietary or for the Offeror's failure to designate individual documents as exempt. The Offeror's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

## 2.7 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, amendments will be published on <https://www.sco.idaho.gov/Pages/RFP-Grant-Management-System-Software-Solution.aspx>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an amendment to the RFP and will be placed on the website.

The State also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## 2.8 Pricing Terms

Offerors must provide detailed/itemized pricing as specified in RFP Attachment 3, Cost Schedules. Costs consist of the initial implementation of the GMS solution for ICDVVA, subscription services, and training. Offeror's must also provide a narrative response proposal specified in Section 5.4.2 for any future additional costs of adding state agencies to enable statewide use of the GMS solution.

Pricing must be valid for 120 days following the proposal response due date and time. The State does not intend to execute any contracts as a result of this RFP until negotiations with one or more Apparent Successful Offeror(s) have been completed.

The State will not be obligated to pay any costs not identified on the Cost Schedules. By acknowledging this RFP section, the Offeror certifies that any costs not identified by the Offeror, but subsequently incurred to achieve successful operation of the GMS software solution, will be borne by the Offeror. Failure to do so may result in rejection of the proposal.



## **2.9 Responsiveness**

All proposals will be reviewed by the RFP Lead to determine compliance with administrative requirements and instructions specified in this RFP. The Offeror is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. To assist Offerors in assessing responsiveness of their proposals, the State has provided Attachment 4, Minimum Requirements Checklist.

The State also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.10 Most Favorable Terms**

The State reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Offeror can propose. There may be no best and final offer procedure; however, the State reserves the right to utilize a best and final offer procedure if it is determined to be in its best interest to do so. The State also reserves the right to contact an Offeror for clarification of its proposal.

## **2.11 Contract and General Terms & Conditions**

The Apparent Successful Offeror will be required to enter into a contract including terms and conditions legally consistent with the State's required legal terms as described in Attachment 5, State Terms and Conditions. Instructions for response to the State's terms and condition are provided in Section 4.7.

## **2.12 Insurance Coverage**

The Apparent Successful Offeror will be required to furnish the State with a certificate(s) of insurance executed by a duly authorized representative, showing adequate insurance coverage for Commercial General Liability, Automobile Liability, and Workers Compensation Insurance.

Additionally, since the GMS will be processing sensitive information for the State and its grant subrecipients, adequate professional liability coverage for IT Technology/cyber risk will be required. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract, and coverage for the following risks:

- Liability arising from theft, dissemination, and/ or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc., information) stored or transmitted in electronic form;



- Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure; and
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

The amounts and limits of insurance required by the State may be negotiated, however Offeror's must propose that they have obtained and/or maintain insurance covering the risks stated above. Contractor shall provide insurance at its own expense as required herein for the duration of the agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. The contractor will be required to provide certificates of insurance or certified endorsements as applicable for the insurance required within fifteen (15) days of the contract effective date. The Contractor shall not commence work under the Agreement until satisfactory evidence of all required insurance is provided to the State.

## **2.13 Health Insurance Portability and Accountability Act**

To the extent that this contract involves covered use or receipt of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA), Contractor agrees to fully comply with all applicable privacy requirements under HIPAA.

## **2.14 Americans with Disabilities Act**

The State complies with the Americans with Disabilities Act (ADA). Offeror represents that the proposed GMS Solution substantially complies with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA and agrees to promptly respond to and resolve any accessibility complaints received from State.



## 3.0 Scope of Solution

### 3.1 Organizational Scope

The State anticipates that the GMS solution will initially be implemented for the immediate use by the Idaho Council for Domestic Violence and Victim Assistance, however it is the intent other state executive branch agencies that administer grants or grant funding will be able to use the GMS solution going forward. This will require licensing for the GMS solution to be enterprise wide or flexible to add additional users as other state agencies are added. Currently, the SCO knows of approximately 20 other state agencies that administer grants for subrecipients. It is important that the GMS solution have the flexibility to increase the number of agencies using the solution, however for the purposes of understanding the initial implementation scope, the GMS must serve at least eight (8) or more staff persons working on Federal grant applications and supporting at least fifty (50) subgrants and fifty (50) subrecipients. The system should have no limitation on the number of concurrent users.

### 3.2 GMS Solution Scope

The Offeror shall deliver all products and services required to support the proposed GMS application software and enable the business processes in the functional areas identified below.

It is important to the State that the GMS components are integrated as part of the comprehensive solution. The anticipated scope for GMS functionality includes:

- Preparing a Grant Program
  - Defining of eligibility and process requirements
  - Allocation of budget
  - Federal grant narrative collaboration
- Intake of Application and Relationship Management
  - Design of application forms
  - Online self-service
  - Capture of application
  - Capture of budget
  - Finalize eligibility assessment
  - Web accessibility
  - Management and integration of attachments
  - Certification of federal and state Assurances
  - Provide access to review material
  - Review application
  - Score application
  - Allocate/assign to external reviewers
  - Score application with visible rubric
  - Subaward decisions



- Award letter generation
  - Preparation of subaward agreements
  - Individual subaward amendments
- Administration and Performance Management
  - Accept uploaded documentation
  - Allow revision of documentation with review
  - Subgrantee budget management
  - Reimbursement approval & Payment processing
  - Dashboard summary
  - Funded positions tracking
  - Dependency tracking
  - Match tracking
  - Federal award tracking
  - Sandbox/test system
  - Integration with other systems
- Data Collection
  - Allow collection of required VOCA data
  - Allow collection of Subrecipient Award Reports (SARs) data
  - Allow collection of FVPSA data
  - Allow collection of additional data
  - Customization of new reports as needed
- Audit and Closing
  - Final reconciliation of funds
  - Generate closeout letters

Offerors must respond to the following RFP attachments relating to the GMS solution scope in the format prescribed in the RFP instructions:

- Attachment 1, State of Idaho System Requirements; and
- Attachment 2, Narrative Questions Regarding Software Solution.

For those elements of functional scope that are not supported by the Offeror's software, Offerors must propose alternative approaches to meet the functional scope.

The State, at its discretion, reserves the right to add or remove functionality or modules from the solution scope prior to contract award.

### **3.3 Technology Platform and Services Scope**

The State desires to acquire and implement a statewide GMS solution that will meet the State's functional and business needs for grant administration that can be integrated into its existing accounting and reporting system – Luma. The platform for the solution must minimize the State's need to acquire and maintain a technical infrastructure on premise and related support organization in support of the selected GMS software solution. The State's existing accounting





and reporting systems is a Software-as-a-Service (SaaS) ERP solution and the GMS solution should be SaaS to facilitate these needs.

The State intends to adopt the business processes inherent in the GMS solution to meet the requirements of the State through configuration of the software. However, where functionality is unable to meet critical State business needs that are mandated by State or Federal statute, the State will work with the successful Offeror to build extensions to the software's capabilities. The commitment of the Offeror to identify and build required configuration options that can replace State extensions in future updates of the software is an important consideration in evaluating the future direction of the GMS Solution.

The Offeror shall describe the technical infrastructure and related services to be included in the proposal. Additionally, Offeror shall describe the architecture of the GMS solution, including integration architecture, identity or roles requirements, data storage and management requirements, security, service reporting and training as set out in Section 4.5, Tab 5 Narrative Questions Regarding Software Solution.

### **3.4 Support, Maintenance, and Upgrades**

The Offeror shall provide comprehensive management of all licensed applications, tools, utilities and other software items required for proper operation and maintenance of the proposed solution. The specific usage, timing and levels of services will be addressed in the agreement, including appropriate Service Level Agreements (SLAs), between the State and the Offeror.

The Offeror shall provide:

- 3.4.1 Acquisition, provisioning, installation, and maintenance of operating system, database software and operational/monitoring software as well as installation and management of GMS software and all components needed to support the system at the agreed usage levels;
- 3.4.2 Application of all patches, fixes, upgrades, new releases and other software changes to keep all licensed software at a current level;
- 3.4.3 Notification of new patches, fixes, upgrades, new releases and other software changes for all licensed products; assessment of impact of changes; options available for installation; updated documentation; and training on new functionality.
- 3.4.4 Telephone, and onsite support as required, of the platform and all licensed software within agreed support response times;



- 3.4.5 Comprehensive and proactive monitoring and reporting of system and network performance, system security, availability and other system metrics as agreed; Following Go-Live, State prefers Offeror hold a status and Service Level Report meetings weekly for the first month after Go-Live, monthly the first six (6) months after Go-Live, and quarterly for the life of the System. Additional meetings as necessary if performance falls below required standards.
- 3.4.6 Coordination and performance of system and application backups required to support business operations and Disaster Recovery targets.

### **3.5 Project Timing & Implementation Priorities**

The implementation timeline for purposes of this RFP is critically linked to the federal fiscal year for grant administration (October 1 – September 30). The State expects to have completed RFP selection and contract by June 15, 2023, followed immediately begin with implementation services working toward a **Go-Live date of October 1, 2023**. Implementation priority will be given to the initial implementation of administration and performance management of the grants process, including subrecipient awards, budget, subrecipient monitoring, data collection, and audit and closing functionalities. By the October 1<sup>st</sup> go-live date, ICDVVA must begin the grants administration and performance management process for subrecipients. This will be followed by the implementation of full grant application cycle, including preparing a grant program, intake of applications, evaluation, and relationship management. The State will consider alternatives to this timeline and phasing for the purposes of this RFP, as long as the administration and performance management functionality can be live and in production by October 1, 2023. Implementation timeline must be as follows:

- The functionality to manage day-to-day grant administration, including budget management, document upload, and grantee reimbursement must be implemented by October 1, 2023, for the FY24 federal grant year.
- The functionality to manage data collection and grant reporting must also be implemented by October 1, 2023, for the FY24 federal grant year.
- The functionality to manage the grant application cycle must be ready to implement by March 2024, in time for the application for the FY25 federal grant year.



### **3.6 Assumptions**

The Offeror should use the following assumptions when responding to this RFP:

- 3.6.1 The State intends to begin the implementation phase of the project quickly as possible after a Contract has been executed.
- 3.6.2 The initial implementation will be for only the Idaho Council for Domestic Violence and Victim Assistance. For the purposes of initial implementation, the anticipated scope of should be at least eight (8) state staff persons working on Federal grant applications and supporting at least fifty (50) subgrants and fifty (50) subrecipients. The system must be able to support unlimited concurrent users.
- 3.6.3 Implementation priority will be given to implementation of administration and performance management of the grants process, including subrecipient awards, budget, subrecipient monitoring, and data collection by October 1, 2023.
- 3.6.4 Offerors are expected to provide training for all state users and administrators, as appropriate, prior to Go-live.
- 3.6.5 After the initial implementation, the GMS solution should be flexible to allow the addition of additional state agencies with their attendant staff, subrecipients and concurrent users. Offerors will propose implementation costs (i.e. fixed rate per hour, or number of hours, or other standardized cost measures) to accommodate the addition of state agencies using the GMS solution.
- 3.6.6 Licensing and subscription fees should be flexible in relation to the addition of state agencies using the software from initial implementation.



### 3.7 Organizational Metrics

The following point in time metrics are provided to assist Offerors in determining software subscription/licensing costs and level of effort for configuration, implementation and training activities.

#### **Idaho Council for Domestic Violence and Victim Assistance**

- Total Grant Money Distributed Annually ..... \$14 Million
- Number of Subrecipients ..... 50
- Number of ICDVVA Staff using the GMS Solution..... 8
- Number of Funding Streams Administered (current year) ..... 6

#### **Additional Agencies Administering Grants that may Add (estimated):**

- Total Grant Money Distributed Annually ..... \$50 Million
- Total Number of grants ..... 70
- Total Number of Subrecipients ..... 150
- Number of Additional State Agencies ..... 20
- Number of Agency Staff using the GMS Solution ..... 75



## **4.0 Technical Proposal Contents**

Proposals must provide information according to the “tab” structure presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Offeror in preparing a thorough response. The tab structure is summarized as follows:

- Tab 1 – Identifying Materials
- Tab 2 – Transmittal Letter
- Tab 3 – Executive Summary
- Tab 4 – Software Firm Qualifications and Experience
- Tab 5 – Narrative Questions Regarding Software Solution
- Tab 6 – System Requirements
- Tab 7 – Response to Standard Contract Terms

The remainder of this section provides an outline of the required response contents.

### **4.1 Tab 1 – Identifying Materials**

- 4.1.1 The title page or cover must include the RFP number and title, the RFP due date and time, and the Offeror name and address.
- 4.1.2 Each response shall be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the response. Additionally, the table of contents should clearly identify and denote the location of all attachments to the response.

### **4.2 Tab 2 – Transmittal Letter**

The Offeror’s proposal must include a cover letter on official letterhead of the Offeror with the Offeror’s name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror’s authorized signer. The transmittal letter must identify the RFP Title, and must be signed by an individual authorized to contractually obligate the Offeror. In addition, the transmittal letter must include:

- 4.2.1 Identification of the Offeror’s corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.



- 4.2.2 A statement indicating the Offeror's acceptance of the State Terms and Conditions included in Attachment 5 or reference to exceptions thereto.
- 4.2.3 A statement of the Offeror's compliance with equal employment laws and regulations.
- 4.2.4 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.
- 4.2.5 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
- 4.2.6 A statement that the Offeror certifies that they have disclosed in writing any issues (including litigation and going concerns) that could adversely affect the Offeror's and/or subcontractor's ability to operate and/or deliver on the products and support services outlined within the response.
- 4.2.7 A statement affirming the proposal will be firm and binding for 120 days from the proposal opening date.

Following the Transmittal Letter, this section should also include:

- 4.2.8 Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment has been accepted.

### **4.3 Tab 3 – Executive Summary**

In the Executive Summary, the Offeror should condense and highlight the contents of the proposed solution in such a way as to provide the State with a broad understanding of the offer. The maximum length of the Executive Summary shall be three pages. This section of the offer is designed to provide a clear and concise understanding of key aspects of the offer as follows:



- Narrative of its understanding and ability to provide the solution and perform the services as outlined in this RFP, including summarizing the proposed solution;
- Discussion of why the products and services proposed represent the best value for the State of Idaho; and
- Information on the experience, background, and qualifications of the Offeror providing the proposed GMS solution.

#### **4.4 Tab 4 – Software Firm Qualifications and Experience**

The State is soliciting proposals from qualified firms that are in the business of providing products and services as listed in this RFP. For the purposes of this Section, the Offeror is presumed to be the primary software provider of the GMS Solution. The proposal shall include, at a minimum, the following information.

- 4.4.1 The Offeror must include a narrative description of its organization. The narrative must include the following:
- a. Brief overview of business operations, with an emphasis on the GMS Solution for public sector clients;
  - b. The Offeror's GMS Solution experience, with an emphasis on any applicable government and statewide solutions; any experience with VOCA Victim Assistance and/or FVPSA grants should be specified in the experience section;
  - c. Budget and efforts spent on research and development;
  - d. Date established;
  - e. Company legal name and legal form of ownership;
  - f. Location in which the Offeror is incorporated;
  - g. Full disclosure of any proposed off-shore activity and the locations involved;
  - h. Full disclosure of any potential conflict of interest;
  - i. A statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;
  - j. A statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
  - k. A statement of whether the Offeror is currently under investigation (or had previous findings in violation) of U.S. export control laws and



regulations including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC);

- I. A listing of all contracts or purchase orders that Offeror executed or accepted within the last five (5) years and which were canceled or terminated prior to completion by any state agency or other entity with which Offeror contracted. For each such contract or purchase order, the Offeror must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agency's or firm's contact person. If none, specify none; and
- m. A statement documenting all litigation (including open or pending) initiated by Offeror or where Offeror is a defendant in a customer matter within the last five (5) years.

4.4.2 As described in Section 1.3, the Offeror for GMS software must meet minimum qualifications to respond to this RFP. Failure to meet these requirements will disqualify the Offeror from responding and will result in rejection of the Offeror's proposal. Briefly document how your firm meets the minimum qualifications stated in Section 1.3.

4.4.3 List in table format all public sector GMS installations of the Offeror that have come into production within the last three years. Include in the table any public sector GMS installations that are in progress (i.e., contracted but not in production) as of the proposal due date. If Offeror has no public sector GMS installations in the last three years, then include non-public sector installations. Include columns for:

- a. Organization name;
- b. Initial production date (or target date of production);
- c. Product(s) initially deployed and release/version; and
- d. If upgraded since initial production, date of upgrade/update and current release/version.

4.4.4 Financial Statements:

- a. Option A – Offerors who have audited financial statements are to provide the audited financial statements for the two (2) most recent available years.





- b. Option B – Offerors who do not have audited financial statements are to provide the following:

It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please mark as such.

- 4.4.5 The Offeror must provide two (2) or three (3) references from organizations, other than from the State of Idaho. To the extent possible, provide references for public sector customers of a similar size/complexity as the State. The State would also prefer references from any organizations that administer VOCCA grants through the Department of Justice, Office for Victims of Crime and/or FVPSA grants through Health and Human Services. References should be provided in the format provided in Section 6.4 and signed by the person submitting the proposal.

The State, at its discretion, may contact any of the references provided by the Offeror. Additionally, the State may request demonstrations and/or web presentations to evaluate the overall user experience of the Offeror.

- 4.4.5 Offeror must provide a statement that they have obtained and/or maintain insurance covering the risks stated in Section 2.12 above. Offeror must provide a description of the insurance coverage they maintain, stating nature of the insurance, the coverage areas, and dollar limitations for each insurance type (e.g., per occurrence, each claim/loss, and/or annual aggregate).

## 4.5 Tab 5 – Narrative Questions Regarding Software Solution

Within Tab 5, the Offeror must provide a concise response to each question or informational request included in Attachment 2, Narrative Questions Regarding Software Solution. Where noted, Offeror may provide appendices to respond to requests (e.g., chart or diagram of how the software solution processes information). Please repeat the question and follow the numbering scheme used in Attachment 2 to identify the question and related response. **There is a page limit of 45 pages, using no less than 12- point font, one-half (1/2) inch margins, and at least one space between paragraphs, for Offeror responses to narrative questions.** Appendices are excluded from that limitation, but should be provided only when requested or where necessary to assist the reader in understanding the response.



## 4.6 Tab 6 – System Requirements

The State has developed System Requirements, provided as RFP Attachment 1, Idaho System Requirements. The Offeror must respond in the provided Excel file to the Requirements specifically as described in this section. A PDF version of the response must be included as an attachment to the Technical Proposal, and the electronic response must be returned as an Excel file. (Do not submit the response to System Requirements in PDF format only.) There are several requirements in Attachment 1 pertaining to data collection. The State has provided some examples of the type of data collection for its grants in Appendices A, B, C, and D.

The response values that will be used by the Offeror to respond to each Functional Requirement are provided and described below.

The Offeror may also add any comments or explanation in the Comments column of the Excel workbook.

Support Response	Support Response Definition
<b>SF -- Standard Functionality (Configurable)</b>	The software can satisfy the requirement “out-of-the-box” without any modification to the baseline software offering. The software may require configuration using supplied configuration options or tools. The Offeror should only use “SF” if <b>the baseline software as delivered in the current release meets the requirement “as-is” or through software configuration with minimal effort</b> (e.g., a configurable API).
<b>CE -- Customization/ Enhancement</b>	<p>The desired feature or functionality is not available as part of the baseline software offering, <b>but a customization or enhancement can be made to the baseline software to satisfy the specified requirement.</b></p> <p>A brief explanation is required to support any proposed customization; explanations should be provided in the “Comments” section of the requirements response.</p>
<b>FR -- Future Release</b>	<p>A future release of the software will provide the requested functionality “as-is” or through configuration without any customization to the baseline software offering. The Offeror should only use “FR” if <b>the future release of the baseline software offering will fully meet the requirement and has a published release date.</b></p> <p>A brief explanation is required to help the State understand the expected impact of significant functionality releases and planned product roadmaps on the stated requirements.</p>



Support Response	Support Response Definition
<b>DNM -- Does Not Meet Requirement</b>	<p>The desired feature or functionality is not available as part of the standard (base or third-party) software functionality offered in the Offeror's solution or has an unannounced future release date. The requirement would most likely be met by a business process change, a manual workaround, and/or by interfacing with an existing legacy application.</p> <p>If selecting this option, the Offeror should add a comment in the requirements response proposing a workaround or other method/process that would satisfy this requirement for the System.</p>

#### 4.7 Tab 7 – Response to State Terms and Conditions

The Apparent Successful Offeror will be required to enter into a contract including terms and conditions legally consistent with the State's required legal terms as described in Attachment 5, State Terms and Conditions.

The Offeror may submit exceptions to the Terms and Conditions provided in Attachment 5. However, the State reserves the right to accept or reject any terms or conditions that are presented by the Offerors that are in conflict with Attachment 5 or that conflict with State of Idaho or Federal Law. It is not acceptable to take exception to all of the State Terms and Conditions. Such blanket exceptions to the State's Terms and Conditions may be grounds for rejection of the Offeror's proposal as non-responsive. The Offeror shall provide alternate language for any exceptions taken to the State Terms and Conditions. The State will review requested exceptions and accept or reject the same at its sole discretion. Exceptions to the State's Terms and Conditions should be submitted in the following format:

Reference	State Term or Condition per RFP	Basis of Exception	Proposed Alternative Language

Also in Tab 7, the Offeror shall provide samples of the contractual documents required to finalize a contractual agreement between the Successful Offeror and the State. This should include samples of ordering documents, subscription or licensing agreements, service level agreements, and support policies. These documents should reflect previous accommodations for contracting with public sector entities.



## 5.0 Cost Proposal Contents

Offeror shall submit a detailed cost proposal to include all aspects of providing the scope of products and services associated with this RFP. The pricing submitted as part of the proposal shall be considered a valid offer. The remainder of this section provides an outline of the required response contents. The Cost Proposal must be presented separately from the Technical Proposal. All files associated with the cost proposal shall be identified as such in the file name.

### 5.1 Tab 1 – Identifying Materials

The title page or cover must include the RFP number and title, the RFP due date and time, and the Offeror's name and address. The table of contents should also be included in Tab 1.

### 5.2 Tab 2 – Transmittal Letter

The Offeror's proposal must include a cover letter on official letterhead of the Offeror with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The transmittal letter must identify the RFP Title, and must be signed by an individual authorized to contractually obligate the Offeror. In addition, the transmittal letter must include:

- 5.2.1 A statement that the narrative cost response and cost schedules for each cost category have been completed in accordance with the instructions provided in the RFP and any amendments thereto.
- 5.2.2 A statement that all cost assumptions have been disclosed.

### 5.3 Tab 3 – Cost Response

Costs are broken out into three general categories: (1) subscription service, (2) professional services for implementation, and (3) training. The Cost Proposal for Tab 3 shall include ONLY the proposed costs for implementing the proposed GMS solution for the use of ICDVVA under the implementation assumptions stated in Sections 3.5 and 3.6 of this RFP. However, the state is interested in the full costs of the platform so that additional state agencies can be added in the future, as requested in section 5.4, Tab 4. The Cost Proposal must include all aspects of providing the scope of products and services associated with this RFP, broken out by each category listed below. Failure to fully complete the required cost information may lead to a determination that the proposal is non-responsive. Entering "TBD" (to be determined) or similar response in any of the cost categories is not acceptable.

Offeror shall submit a detailed cost proposal for each category in a format chosen by the Offeror. This can be in the form of Microsoft Excel, Microsoft Word or PDF files or combination



thereof. Offeror shall display or breakout costs and narrative response for each category identified below. An Excel workbook cost format is provided as RFP Attachment 3 for breaking out costs for subscription services and a summary presentation schedule. Offerors are welcome, but not required, to use them and may modify as needed. Offerors should document and submit all cost-related assumptions and such other information necessary for State personnel to thoroughly understand each cost category. If the cost assumption pertains to a particular line item or element on a cost schedule, the reference for the assumption shall be provided. If any of these cost categories are combined Offerors must specify what costs are combined and describe how the services are included.

The remainder of this section contains specific instructions concerning each cost category. Total cost of ownership will be calculated based on the multi-year cost as reflected on the Summary Presentation Schedule.

#### 5.3.1 SaaS Subscription Service Costs

This portion of Tab 3 should reflect the proposed subscription service cost by year (for 5 years) assuming ONLY the initial subscription services for ICDVVA under the implementation assumptions stated in Sections 3.5 and 3.6. Any subsequent costs as a result of adding additional state agencies and users, if any, should be represented under section 5.4. Tab 4. An Excel schedule cost format is provided as RFP Attachment 3 and may be used by Offeror. This schedule should list all the licensed software product(s) being proposed consistent with Section 3.2, GMS Solution Scope. Additional rows may be added as necessary to break out different modules of the software. Assumptions and other information necessary for State personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions. For example, if subscription costs would be different if a longer duration contract was entered, please state those assumptions.

#### 5.3.2 Implementation Costs

This portion of Tab 3 should reflect the proposed initial implementation costs assuming ONLY the initial implementation for ICDVVA under the implementation assumptions stated in Sections 3.5 and 3.6. For the purposes of initial implementation, the anticipated scope is set forth in Section 3.5 and 3.6 and shall include all professional implementation services so that the GMS Solution can be integrated into the State's existing accounting and reporting system – Luma. Implementation costs for the initial implementation must be a fixed amount payable based upon deliverables or milestones of implemented functionality, not based simply on a time and materials basis.

#### 5.3.3 Training Costs

This portion of Tab 3 should reflect the proposed costs for training assuming ONLY the initial implementation for ICDVVA under the implementation assumptions stated in Sections 3.5 and 3.6. For the purposes of initial implementation, the anticipated scope is set forth in Section 3.5



and 3.6. Training costs shall include all training necessary to train all state users and “state administrators” using the proposed GMS solution.

#### 5.3.4 Summary Presentation Schedule

This portion of Tab 3 must reflect all costs required to acquire, implement, and train state personnel to use the proposed GMS solution for its initial implementation consistent with Sections 3.5 and 3.6. An Excel schedule is provided in RFP Attachment 3 for breaking out costs for summary presentation. Offerors are welcome to use this schedule or modify as necessary to provide a summary of all costs. Offerors must ensure the accuracy of the cost information provided in each cost category response and schedule and verify the accuracy of any Excel formulas or references. Additionally, Offerors should document all cost-related assumptions in Tab 3 of the Cost Proposal as described above.

#### 5.3.5 Optional Costs

An Excel schedule is provided in RFP Attachment 3 Offerors may use to describe and reflect any optional products or services the Offeror feels the State may benefit from in the administration of grants. These costs will not be included in the Summary Total Cost that is evaluated by the State. Any products or services presented here are considered nonessential or outside the requested scope by the State and are not required for system operation per the system requirements and in-scope functionality. Each cost component should include a description, the cost basis for each component, and the proposed cost of the component. Assumptions and information necessary for State personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions in Tab 3 of the Cost Proposal.

### **5.4 Tab 4 – Future Expansion of GMS Solution -Narrative Cost Response**

As a further narrative response, Tab 4 shall be used by Offerors to additionally propose costs pertaining specifically to the future expansion of adding state agencies using the proposed GMS Solution. Offerors shall include a description of how implementation, subscription services, and training costs would change (if any) associated with the addition of state agencies after initial implementation with their additional staff, subrecipients and concurrent users.

This cost information is not part of the Worksheet Cost Schedules for the initial implementation of the solution in Tab 3. Offerors shall propose separately in this response any additional costs connected to implementation, subscription service, and training to accommodate the future addition of state users of the GMS solution. This can be presented, as an example, a fixed rate per hour, or number of hours, or other standardized cost measures that would aid the state in further understanding implementation cost over time of adding other state agencies and users. The Narrative Cost Response of this subsection will be evaluated separately as shown in Section 6.2.



## **6.0 Evaluation and Contract Award**

This RFP is issued to provide a comparative evaluation of similar solutions provided by various Offerors and to facilitate a competitive procurement process. This RFP is **NOT** issued pursuant to the State Procurement Act under chapter 92, title 67, Idaho Code, nor governed by the rules promulgated by the Division of Purchasing within the Idaho Department of Administration, nor governed by the Idaho Administrative Procedures Act of chapter 52, title 67, Idaho Code.

### **6.1 Evaluation Procedures**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any amendments issued. The evaluation of proposals shall be accomplished by an evaluation committee, to be designated by the State, which will determine the scoring of the proposals.

The State reserves the right to reject any or all proposals or any part thereof, to waive informalities, and to accept the proposal or proposals deemed most favorable to the State. The State, at its sole discretion, may elect to select the top-scoring firms as finalists for software demonstrations. Offerors who are selected as finalists will make software demonstrations and presentations to the State Evaluation Committee (SEC) at a State site.

The RFP Lead may contact the Offeror for clarification of any portion of the Offeror's proposal.

Where contract negotiations with an Offeror do not proceed to an executed contract within a time deemed reasonable by the State, the State may reconsider the proposals of other Offerors and, if appropriate, enter into contract negotiations with one or more of the other Offerors.

No binding contractual obligations are created by the RFP or the act of the State reviewing the response thereto. All actual work to implement the RFP will be governed by separate, later agreements in a form acceptable to the State Controller and its attorneys that integrate and contemplate the RFP specifications.

### **6.2 Evaluation Weighting and Scoring**

It is the intent of the State to award a contract to the Offeror deemed to be the most qualified and responsible firm that submits the best overall proposal based on an evaluation of all responses. Selection shall be based on State's assessment of the Offeror's ability to provide best value to the State, as determined by the State Evaluation Committee.

Each proposal meeting the minimum qualifications and administrative requirements will receive a complete evaluation and will be assigned a score of up to 1000 points as shown below. As provided in Section 6.2 E., up to an additional 50 points may be awarded to the top three (3) highest scoring proposals after scoring sections A, B, C and D. Scoring shall be as follows:





**A. Functionality, Capability and Integration of Solution (450 Points)**

Offeror with the highest rating may receive up to 450 points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Functionality and quality of business applications and associated tools
- User experience and ease of use
- Integration of proposed applications and tools
- Ability to meet State requirements, as specified in Attachment 1
- Demonstrations and presentations by Finalist Offerors

**B. Technology (300 Points)**

Offeror with the highest rating may receive up to 300 points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Technical platform and delivery model consistent with the long-term objectives of the State
- Ability to integrate with the State's ERP System and other State systems and business processes
- Support, maintenance, and upgrade approach to reduce related burden on State resources
- Ability to meet or exceed required service levels
- Ability to meet or exceed security standards and requirements of the State
- Additional technical services (e.g., backup, archiving, disaster recovery)
- Demonstrations and presentations by Finalist Offerors

**C. Qualifications, Experience, and References (150 Points)**

Offeror with highest rating may receive up to 150 points. This section shall evaluate the Offeror. Points shall be assigned based on factors within this category, to include but are not limited to:

- Stability of company business and financials
- Successful implementations/services at public entities of similar size and complexity
- Ability to comply with State requirements and standards
- Commitment to public sector, future vision and strategic direction
- Publicly available analysis and reference materials (e.g., Gartner Magic Quadrant reports)
- Comparability of reference to the scope and scale of the State's project
- Recency and relevance of references (e.g., current version vs. old version, last year vs. ten years ago)
- Reference satisfaction with the Offeror's solution and support model
- Publicly available information regarding the Offeror's reputation and performance in the market
- Demonstrations and presentations by Finalist Offerors





#### **D. Cost (100 Points)**

Offeror with highest rating will receive 100 points. Points shall be assigned for the cost of the specific components and services, which comprise the overall system, including annual maintenance cost, as follows:

- Cost points will be assigned on the Total Cost of Ownership reflected on the Summary Presentation schedule of the Cost Proposal, for comparison and evaluation purposes.
- The proposal with the lowest estimated Total Cost of Ownership will receive the maximum points possible for this section.
- Remaining proposals will receive points in accordance with the following formula:

$$(a / b) \times c = d$$

a = lowest cost proposal in dollars

b = cost of proposal being evaluated

c = maximum points for Cost category (100)

d = number of points allocated to proposal

#### **E. Costs of Expansion (Possible additional 50 points)**

No more than the three (3) highest scoring proposals after scoring sections A, B, C, and D of this Section may receive up to 50 additional points for the evaluation of their response to the Narrative Cost Response in Section 5.4.2, Tab 4. This section shall evaluate the additional costs (if any) of implementation, subscription service, and training to accommodate the future addition of state agencies and users of the GMS solution.

### **6.3 Evaluation Steps**

The State has established an evaluation process to ensure a comprehensive, fair, and impartial evaluation of all proposals consistent with all applicable procurement laws and State requirements. The intent of this process is to select the Offeror whose proposal represents the best value for the State. As with all procurements, the State reserves the right to withdraw the RFP at any time and for any reason prior to contract execution without making an award.

The State Evaluation Committee (SEC) will review, verify as appropriate, evaluate and score information submitted by the Offerors. A brief summary of the steps for the evaluation process include:

- Administrative review for responsiveness – The RFP Lead will confirm compliance with minimum qualifications and administrative requirements to determine proposals eligible for evaluation.
- First evaluation of proposals – The SEC scores each Responsive Offeror's Technical Proposal.



- Short-list decision – If in the best interest of the State, the SEC will select a short-list of Finalist Offerors.
- Software demonstrations – Finalist Offerors will present their software solution to the SEC.
- Second evaluation of proposals – The SEC re-scores proposals of the Finalist Offerors, incorporating additional information from demonstrations and other evaluation activities.
- Evaluation of cost proposals – The RFP Lead will open cost proposals and calculate Cost points using the formula provided in Section 6.2. Additionally, the Narrative Cost Response to Section 5.4.2 will be evaluated and additional points assigned to the highest scoring proposals. Cost scores will be reviewed and verified by the SEC.
- Best and final offer (if needed) – At the State’s option, a request for a Best and Final Offer (BAFO) may be issued to selected Finalist Offerors and may include clarification questions for finalists.
- Final scoring of proposals – The SEC incorporates additional information from BAFOs, derives a final score for each Finalist Offeror, and makes a recommendation for award.
- Lead Sponsor approval – The Lead Sponsor (State Controller) will review the results of the procurement process and grant approval to enter contract negotiation with the Apparent Successful Offeror.
- Contract negotiations – The State enters negotiations with the Apparent Successful Offeror and prepares a final draft contract.
- Contract execution – If negotiations are successful, the State Controller will execute the formal GMS software solution contract on behalf of the State of Idaho. The Offeror shall have no contractual rights until the Contract has been executed by the State Controller.
- If the State Controller, in his sole discretion, deems contract negotiations are not successful with the Apparent Successful Offeror and unable to arrive at agreement after a reasonable time, the State reserves the right to select another Offeror to begin negotiations.

## **6.4 References**

Offerors are required to provide at least two (2), and no more than three (3) references of similar scope and scale to that of the State’s RFP GMS Solution. The named references may be contacted without advance notice to the Offeror. The Offeror’s authorized representative must sign the reference form granting approval. Reference information should be provided in the format provided below and signed by the person submitting the proposal. Customers that administer VOCCA grants and FVPSA grants are preferred, but the State will accept references that administer other grants.



The State reserves the right to request or obtain additional information. The State reserves the right to contact or visit any of the Offeror's current and/or past customers to evaluate the level of performance and customer satisfaction.

Client Reference # 1			
Client Name:		Project Timeframe: (e.g. May 2014 – December 2016)	
Number of Employees:			
Public Sector?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Project Scope: (Either in Production or in the Implementation Process)	Do they administer VOCA grants: <input type="checkbox"/> Solution In Production: <input type="checkbox"/>
Contact Name:			Do they administer FVPSA grants: <input type="checkbox"/> Solution In Production: <input type="checkbox"/>
Contact Position:			Other grants administered:
Contact Phone Number:			
Contact Email Address:			

Client Reference # 2			
Client Name:		Project Timeframe: (e.g. May 2014 – December 2016)	
Number of Employees:			
Public Sector?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Project Scope: (Either in Production or in the Implementation Process)	Do they administer VOCA grants: <input type="checkbox"/> Solution In Production: <input type="checkbox"/>
Contact Name:			Do they administer FVPSA grants: <input type="checkbox"/> Solution In Production: <input type="checkbox"/>
Contact Position:			Other grants administered:
Contact Phone Number:			
Contact Email Address:			

Client Reference # 3			
Client Name:		Project Timeframe: (e.g. May 2014 – December 2016)	
Number of Employees:			
Public Sector?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Project Scope: (Either in Production or in the Implementation Process)	Do they administer VOCA grants: <input type="checkbox"/> Solution In Production: <input type="checkbox"/>
Contact Name:			Do they administer FVPSA grants: <input type="checkbox"/> Solution In Production: <input type="checkbox"/>



Contact Position:		Implementation Process)	Other grants administered:
Contact Phone Number:			
Contact Email Address:			

I authorize the Evaluation Committee to contact the above-named references.

Offeror Name:

\_\_\_\_\_

Person Submitting Proposal:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

## 6.5 Software Demonstrations

The State reserves the right to, but is not obligated to, request and require that Finalist Offerors provide a formal presentation of their Proposal and demonstration of their Software Solution at a date and time to be determined by the SEC. Offerors are required to participate in such a request if the State chooses to engage such opportunity. Finalist Offerors should expect to give an overview of their proposal and demonstrate the functionality of the software with emphasis on the System Requirements in Attachment 1, which may include questions regarding technology and integration architecture compatibility with the State's Luma system. Software demonstrations will be used by the SEC to obtain additional clarity and understanding of the Finalist Offerors' proposals and Software Solutions and contribute to a second round of evaluation and scoring activities.

Offerors should plan for two (2) hours of demonstrations at a designated State facility in Boise, Idaho. It is preferred that demonstrations are done in person; however, the State will accommodate demonstrations to be done virtually. Demonstrations are important for the SEC to further evaluate proposals, become an official part of the proposal and will be evaluated. Any costs incurred by an Offeror associated with software demonstrations are the responsibility of the Offeror.

## 6.6 Notification to Offerors

The State will notify the Apparent Successful Offeror of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.



## **6.7 Bid Protest Policy and Procedures**

The objective of the State of Idaho, Office of State Controller 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. As stated in Section 1.0, this RFP is issued to provide a comparative evaluation of similar solutions provided by various Offerors and to facilitate a competitive procurement process. This RFP is **NOT** issued pursuant to the State Procurement Act under chapter 92, title 67, Idaho Code, nor governed by the rules promulgated by the Division of Purchasing within the Idaho Department of Administration, nor governed by the Idaho Administrative Procedures Act of chapter 52, title 67, Idaho Code.

Any challenge to the RFP's specifications, award, or decision shall be made in writing to the RFP Lead identified in Section 2.1. Any challenge application shall be delivered within five (5) business days of being notified of such determination and shall set forth in specific terms all reasons why a decision is thought to be erroneous. The challenge application shall be reviewed by the RFP Lead and Chief Deputy State Controller who shall, within five (5) business days, schedule a meeting to review the challenge application. The Chief Deputy Controller shall issue a recommended order denying or accepting the challenge application no later than thirty-five (35) calendar days from the RFP Lead's receipt of the challenge application. The State Controller shall, within five (5) business days of receipt of the recommended order, adopt the recommendation, in whole or in part, or issue his own order, which shall be the final agency decision.



## RFP Attachments

### Attachment 1: State of Idaho System Requirements

ERP software Offerors should download the Excel file containing the system requirements matrix from <https://www.sco.idaho.gov/Pages/RFP-Grant-Management-System-Software-Solution.aspx>.

The system requirements matrix must be submitted in Excel and PDF formats per the instructions in Section 4.6.

### Attachment 2: Narrative Questions Regarding Software Solution

As referenced in RFP Section 4.5, Tab 5 of the Offeror's proposal must provide a concise response to each question or informational request included in Attachment 2. Where noted, Offeror may provide appendices to respond to requests. Please repeat the question and follow the numbering scheme used in Attachment 2 to identify the question and related response.

**There is a page limit of 45 pages, using no less than 12- point font, one-half (1/2) inch margins, and at least one space between paragraphs, for Offeror responses to narrative questions.** Appendices are excluded from that limitation, but should be provided only when requested or where necessary to assist the reader in understanding the response.

### Attachment 3: Cost Schedules

Offerors should download the Excel file containing the cost schedules from <https://www.sco.idaho.gov/Pages/RFP-Grant-Management-System-Software-Solution.aspx>.

The cost schedules must be submitted in Excel and PDF formats.



## Attachment 4: Minimum Requirements Checklist

Offerors should use the minimum requirements checklist to review for responsiveness prior to submission of their proposal. Inclusion of these items does not ensure that a proposal shall be deemed responsive. However, failure to meet these minimum submission requirements will likely result in determination that an Offeror's proposal is non-responsive.

Primary Reference	Minimum Response Requirement	Reference per Offeror Proposal
Section 1.6	Meets minimum qualifications	
Section 2.2	Response received by RFP Lead prior to the deadline stated in the procurement timeline	
Section 2.5	Technical and Cost proposals submitted in separate files per RFP instructions	
Section 2.8	Pricing valid for 120 days following the proposal response due date and time	
Section 4.2	Transmittal letter signed by an individual authorized to contractually obligate the Offeror	
Section 4.8 Attachment 5	Provided itemized response to any exceptions to State terms and conditions (i.e., no blanket exception)	
Section 6.4	Completed and signed reference form	
Attachment 1	Submitted completed Attachment 1 in both Excel and PDF formats per RFP instructions	
Attachment 2	Submitted completed responses to Narrative Questions Regarding Software Solution per RFP instructions	
Attachment 3	Cost schedules submitted in both Excel and PDF formats per RFP instructions	



## Attachment 5: State Terms and Conditions

**Solicitation Terms and Conditions.** The following terms and conditions apply specifically to the solicitation process for this RFP. Any questions regarding the solicitation terms and conditions should be addressed during the designated question and answer period prior to submitting a proposal. By submitting a proposal, the Offeror is acknowledging acceptance of the solicitation terms and conditions.

1. No Obligation. The RFP in no manner obligates the State of Idaho, the SCO, or any Idaho agencies to the use of any proposed software or professional services until a valid written contract is signed by the State Controller.
2. RFP Termination. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the State Controller determines such action to be in the best interest of the State.
3. RFP Terms. All Offerors shall be bound by the terms contained in this RFP. Any Offeror questions or request for RFP term revisions shall be submitted as set forth in Section 2.4.
4. Basis for Proposal. Only the RFP, supporting documents supplied by the SCO as a part of the RFP, and information supplied by the RFP Lead in writing is a part of this RFP. The SCO is not bound by other documents or information. Offerors should use only the RFP documents and information as the basis for the preparation of Offeror proposals.
5. Offeror Qualifications. The State Evaluation Committee and/or RFP Lead (or his/her designee) may make such investigations as necessary to determine the qualifications of an Offeror and to determine the validity of answers provided by said Offeror.
6. Right to Waive Minor Irregularities. The State Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the SEC.
7. State Rights. The State Controller reserves the right to accept all or a portion of an Offeror's proposal.
8. Electronic Mail Address Required. A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must provide a valid email address to receive this correspondence. It is the Offeror's responsibility to ensure the provided email address remains current and monitored throughout the State's procurement process.
9. Project Team Prohibited Activities. State Evaluation Committee members or observers or volunteers are prohibited from participating directly or indirectly in the preparation of this procurement when the employee knows that the individual or any member of





the individual's family has a financial interest in the business seeking or obtaining a contract.

10. Communication. Once the RFP is issued, potential Offerors, their employees, partners, and family members may only communicate with the RFP Lead or his designee relative to any aspect of this RFP. The State Controller may, in his discretion, disqualify any Offeror disregarding this provision.
11. Incurring Cost. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
12. Subcontractors. It is expected that the software solution proposed is owned and licensed by the Offeror. Use of subcontractors as a primary software provider under this RFP is not anticipated, but must be clearly explained in the proposal, and subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
13. Amended Proposals. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The State Controller personnel will not merge, collate, or assemble proposal materials.
14. Offeror's Rights to Withdraw Proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the RFP Lead.
15. Proposal Offer Firm Responses. Offeror responses to this RFP, including proposal prices, shall be firm for 120 days after the due date for receipt of proposals.

**Contract Terms and Conditions.** Offerors should carefully review Sections 2.11 and 4.7 and the following minimum legal terms. As a public entity, the SCO is subject to statutes, rules and policies that result in terms and conditions unlike those common in contracts between private parties. Offerors may submit questions concerning the following terms under Section 2.4. Exception to these terms may be noted as instructed in Section 4.8. However, the SCO does not have authority to vary many of these terms and in some instances, variations are void under Idaho law.

16. Sovereign Immunity. The Idaho Legislature has not delegated authority to the SCO to waive the State of Idaho's sovereign immunity and the SCO will not accept a waiver term in the final agreement.
17. Governing Law and Jurisdiction. The final agreement shall specify that the forum for disputes is in Idaho courts and that Idaho law governs the terms of the contract.



18. Statute of Limitations. Idaho law provides that a contractual limit on the time in which a party may enforce its rights is void as it is against the public policy of Idaho. The final agreement must not include such a waiver.
19. Payment Terms. Idaho statutes establish the general legal requirements for payments by Idaho agencies. Among other things, Idaho law prohibits full payment on partial deliveries, provides up to forty-five calendar days for payment, and establishes a statutory rate of interest and penalties on late payments. The payment terms in the final agreement must be consistent with Idaho code 67-2302.
20. State Indemnification. The Idaho Constitution and Idaho Statute prohibit and void any indemnification by a state agency. The final agreement must not include an indemnification by the SCO or any Idaho agency.
21. Public Records Act. The SCO is not authorized to limit public access to records beyond the exemptions set forth in the Idaho Public Records Act. Any term providing for confidentiality or non-disclosure of records must be consistent with this Act.
22. Assignment. Idaho Code section 67-1027 provides that the SCO shall not pay an assignee unless the State Board of Examiners has approved the assignment. The final agreement must not allow assignment by the Apparent Successful Offeror without the prior approval of the State Board of Examiners.
23. Contract Amendment and Modification. Contract amendment and modification shall not be binding on the State or the SCO unless acknowledged in a writing signed by the State Controller. No term in the contract shall provide for "shrink wrap," "click-through," "continuation of use" or any similar modifications to the contract.
24. Patent and Copyright Indemnity. The Apparent Successful Offeror must defend and indemnify the State against intellectual property claims. The approved State term is below:

**PATENTS AND COPYRIGHT INDEMNITY.** Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.



Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

25. Non-Appropriation. The Idaho Constitution and Idaho Statute prohibit and void contract obligations in excess of appropriation. Every state contract must contain a non-appropriation clause to comply with this requirement. The approved State term is below:

**TERMINATION FOR FISCAL NECESSITY.** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.



26. Taxes. The Idaho Legislature has not waived the State of Idaho's exemption from the payment of taxes and has not appropriated funds for payment of taxes. The final agreement shall not require the payment of taxes by the SCO or any Idaho public agency.
27. Limitation of Liability. Idaho considers limitations of liability as a matter of public policy and a shift of risks to the taxpayers of Idaho. If a limitation of liability is proposed by an Offeror, the limitation of liability amount must be a dollar figure and the SCO will accept no less than the aggregate total payments made by the State to Contractor for the services in question in the twenty-four (24) month period immediately preceding the first occurrence of the event giving rise to such liability (or, for a claim arising before the second anniversary of the effective date, the amount paid or payable for the first twenty-four (24) month period). The final limitation amount, subject to the foregoing minimum, shall be based upon an analysis of the risks properly shifted from the successful Offeror to Idaho taxpayers, as described in the Offeror's proposal. Below is the limitation of liability term approved for state agency use:

**LIMITATION OF LIABILITY.** Contractor's liability for damages to the State for any cause whatsoever is limited to \_\_\_\_\_; provided, however, that the following shall not be subject to the foregoing limit:

1. Patent and copyright indemnity required by the Contract;
2. Liquidated damages assessed under the Contract;
3. Claims for personal injury, including death;
4. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract;
5. The insurance coverage required by the Contract;
6. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents; and,
7. Government fines and penalties not imposed by the State.

28. Data Ownership. The State shall own all right, title and interest in its data that is related to the Contract. Contractor shall not access the State's data except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, or (4) at the State's written request.

29. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of the resulting contract. The State's approved term regarding data protection is provided below:

**DATA PROTECTION.** Contractor shall ensure there is no inappropriate or unauthorized use of the State's information at any time. Minimum standards of data protection measures shall include a duty of the Contractor to:

- (i) Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access,



disclosure or theft of all data not subject to release under the Idaho Public Records Act, Idaho Code title 74, chapter 1 (Private Data). Upon request, the State will identify Private Data. Security measures shall be in accordance with recognized industry practice or as otherwise specified in the RFP and not less stringent than the measures the Contractor applies to its own confidential data of a similar kind.

- (ii) Encrypt all Private Data at rest and in transit with controlled access. Private Data at rest shall be encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules.
- (iii) Not copy, retain, or disclose to any party Private Data for any purpose other than as required to perform the Contract.
- (iv) Conduct background checks and not utilize any personnel or service provider personnel to perform the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud.

30. Data Location. The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support.

31. Data Center Audit. The Contractor shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

32. Notification and Response for Security Incident or Data Breach. The State has established minimum contractual standards for notification and response relating to security incidents or data breaches. The approved State term is provided below:

**NOTIFICATION AND RESPONSE FOR SECURITY INCIDENT OR DATA BREACH.**

- (i) For the purposes of this Section, the following terms shall have the following meanings:

A "security incident" shall mean the potentially unauthorized access by non-authorized persons to unencrypted Private Data, network, or system.

A "data breach" shall mean the unauthorized access by a non-authorized person that results in the use, disclosure or theft of unencrypted Private Data.

"Unauthorized access" shall mean access that is not required to perform the Contract or approved by the State in writing.



- (ii) The Contractor shall notify the State within 24 hours of the Contractor first becoming aware of the security incident or data breach.
- (iii) The Contractor shall take commercially reasonable measures to address a data breach in a timely manner. Such measures include, but are not limited to, contacting law enforcement, fielding media inquiries, cooperating with the State to report the data breach as required under Idaho law, and implementing remedial measures to prevent the use of the Private Data by unauthorized users.
- (iv) If a data breach proximately arises from Contractor's breach of the Contract (i.e failure to encrypt Private Data or otherwise prevent its release), the Contractor shall bear the costs associated with: (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by law; (3) credit monitoring services required by law; (4) a website or toll-free number and call center for affected individuals required by law.

33. 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 the State's data under this contract, or which in any way might reasonably require access to the State's data. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

34. Termination and Suspension of Service. In the event of a termination of the contract, the Contractor shall implement an orderly return of State's data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of the State's data. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data. In the event of termination of any services or agreement in entirety, the Contractor service provider shall not take any action to intentionally erase any State data for a commercially reasonable period in order to provide for the orderly return of the State's data, but not less than 60 days after the effective date of termination.

The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the agreement or SLA. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

35. Prime Contractor Responsibility. Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the State. The State will make contract payments to only the prime contractor.

36. Initial Term of Contract and Renewals. The initial term of the Agreement may be negotiated and structured as appropriate; however, the State is looking at least five (5)



years into the future. The State and Contractor may negotiate renewal terms at the option of the State, or may negotiate renewal terms after the initial period.





## Attachment 6: Glossary of Terms

**Advisory Team** – The Advisory Team will consist of Subject Matter Experts (SMEs) from key state agencies and consultants who can provide technical expertise and guidance to the Project Team and Governance Board throughout the project.

**Apparent Successful Offeror** – The responsive Offeror whose proposed software solution is deemed by the State Evaluation Committee to represent the best value for the State of Idaho.

**Award** – The grant funding that ICDVVA or a state agency receives for distribution.

**Subaward** – The grants issued by ICDVVA or a state agency to one or more subrecipient.

**Subrecipient** – The organization receiving grant funding from ICDVVA or a state agency administering grants.

**State Controller's Office (SCO)** – As the chief fiscal officer of state government, the State Controller manages Idaho's fiscal affairs.

**Enterprise Resource Planning (ERP) software** – A comprehensive integrated software system that enables more efficient management of administrative functions for finance, procurement, payroll and human resources.

**Luma** - The name of the ERP software system being implemented for the State of Idaho. Also referred to as Infor Cloudsuite Public Sector as the name of the suite of software products.

**GMS Solution** – A Grants Management System software solution, the primary functionality of which is the administration of the grants management process, including functionality for applications, reimbursement, and budget management functions, as well as a data collection and reporting requirements.

**Contract** – A written agreement for the procurement of items of tangible personal property or services.

**Contractor** – A successful Offeror who enters into a binding contract.

**Lead Sponsor** – The State Controller's Office is serving as lead state agency for this procurement.

**Offeror** – Any person, corporation, or partnership that chooses to submit a proposal in response to this RFP. Presumed to be the primary software provider for this RFP.

**Project Team** – The Project Team will execute daily activities associated with the project and be comprised of SMEs from across a broad range of state agencies and include contractor support personnel from software service and integration companies as required. The Project Team will be led by the Project Manager and be responsible for developing and executing the approved project management plan.

**Proposal** – The official written response submitted by an Offeror in response to this Request for Proposal.





**Request for Proposal (RFP)** – All documents and amendments, including those attached or incorporated by reference, used for soliciting proposals.

**RFP Lead** – The person assigned by the State Controller to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**Responsible Offeror** – An Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**Responsive Proposal** – A proposal that conforms in all material respects to the requirements set forth in the RFP. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

**Software-as-a-Service (SaaS)** – Technical delivery model for the GMS Solution whereby software is licensed via a subscription model and centrally hosted and managed in a shared cloud infrastructure.

**Solution** – The primary software solution, any third-party software, tools and utilities, and the supporting infrastructure in a SaaS environment that collectively represents the offering proposed to meet the State’s requirements as specified in this RFP

**State** – Collectively referring to the State of Idaho and/or the agencies thereof.

**State Evaluation Committee (SEC)** – The body appointed by the State Controller’s Office or its designees to perform the evaluation of Offeror proposals and provide numeric scoring of all proposals.

**Victims of Crime Act Victim Assistance grant (VOCA)** – Federal formula grant issued through the Department of Justice (DOJ) Office for Victims of Crime (OVC) to states for administration.

**Family Violence Services & Prevention Act grant (FVPSA)** – Federal formula grant issued through the Department of Health and Human Services to the states for administration.