STATE OF IDAHO
OFFICE OF THE STATE CONTROLLER

Request for Proposal (RFP)
RFP 2019-03

for

Project Luma Enterprise Resource Planning (ERP) Software Implementation

Issue Date: March 18, 2019
Response Due Date: May 10, 2019, 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") in the implementation of Infor CloudSuite Public Sector modules and the associated software applications (the "ERP Solution") and the transformation of state processes encompassed by the functions of Budget Preparation and Management, Financial Management, Procurement, Human Capital Management, and Payroll. (See Section 3.2, ERP Solution Scope for list of applications/modules)

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 minimum qualifications to respond to this solicitation. See RFP Section 1.6 below.

1.1 Purpose

In broad terms, the State will replace its legacy statewide administrative systems, including budget, finance, procurement, human resources, and payroll functionality as more fully defined in the Section 3.2, ERP Solution Scope. Additionally, the State seeks to modernize the underlying technical infrastructure supporting those systems. The State has selected the Infor CloudSuite Public Sector ERP solution and Sherpa Budget Formulation and Management (Sherpa) application set that will allow the State to leverage the best practices inherent in the software and keep to a minimum the number of workarounds to address gaps in functionality. Moreover, the software solution is 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. The State's cloud-based solution will significantly reduce the State's administrative burden of software fixes/upgrades, hardware refresh cycles, backups, disaster recovery and technical staffing requirements.

After conclusion of contract negotiations for the contemplated software implementation services, the State Controller will execute the formal ERP software solution contract on behalf of the State of Idaho. The ERP Software Implementation contract will be executed shortly thereafter.

1.2 Objectives

The project goals and objectives of the State are to:

- Acquire a modern ERP solution that all State agencies will utilize for statewide unification in Budget, Financial Management, Procurement, Payroll and Human Capital Management. This ERP solution must effectively process the volume, type, and complexity of transactions required by the State;
- Take advantage of continuing advancements in functionality and technology that would enable future improvements in business and administrative practices and meet the needs of the State of Idaho as it grows in size and complexity;
- Improve the efficiency of administrative operation and reduce costs by eliminating redundant systems and standardizing business processes for alignment with industry best practices;
- Deploy a shared statewide chart of accounts to align reporting and simplify consolidation;
- Expand and simplify management access to detailed information;
- Increase transparency of government operations and expenses;
- Improve decision making by capturing and being able to report across a consistent expandable set of data;
- Implement user-friendly, intuitive systems for statewide usage;
- Provide seamless integration between the new ERP solution and other agency-specific systems; and
- Reduce risk exposure and ensure strength and efficiency of the State's data security management by replacing aging or outdated technology infrastructure and custom software.

1.3 About the State of Idaho

The State of Idaho was admitted into the Union as the 43rd state in 1890. The State covers 83,557 square miles bordered on the south by Utah and Nevada, on the east by Wyoming and Montana, on the west by Washington and Oregon, and on the north by Canada. Idaho has a population of 1.7 million people.

Idaho's government is divided into three branches. The Executive Branch is comprised of the Governor, Lieutenant Governor, Secretary of State, State Controller, State Treasurer, Attorney General, and Superintendent of Public Instruction. The Legislative Branch is comprised of two houses, a 35-member Senate and a 70-member House of Representatives. The Judicial Branch

is administered and supervised by the Idaho Supreme Court, which is presided over by a Chief Justice and four Associate Justices.

Idaho is comprised of 91 state agencies with over 25,000 state employees. The State provides services such as education, health and human services, highway maintenance and construction, public safety and correction, natural resource management, and economic development programs.

1.4 Background on the Project

In September 2014, the SCO began a Systems Modernization Study (Study) to evaluate the condition of statewide and agency systems supporting the administrative business, financial management, procurement, and HR/payroll processes of the State. As part of this Study, the SCO commissioned an independent assessment of systems capabilities and evaluation of alternative solutions to meet the current and future systems needs of the State.

Results of the Study were presented to the State's Joint Finance-Appropriations Committee (JFAC) in January 2015. This was an informational briefing, and no funding request or specific timeline for next steps was presented. The scope of the Study evaluated two alternatives: (1) continue the status quo with incremental investments to address critical functional needs and defer technical obsolescence; or (2) implement a full ERP suite to replace central financial, budget development, purchasing, human resources (HR), and payroll systems, as well as the administrative systems of other State agencies whose functionality would be included in the ERP system.

Additional background materials and recommendations are presented in a Business Case Analysis (BCA) report summarizing the results of the assessment. A glossary of terms and acronyms is provided in Attachment E to the BCA report. Offerors are encouraged to refer to that glossary for any terms or acronyms not defined within this RFP. The complete Systems Modernization Study – Business Case Analysis Report is provided as Attachment 10 to this RFP.

From the Study and subsequent research and analysis by the SCO, the rationale and objectives supporting modernization of the State's administrative systems through a statewide ERP initiative can be summarized as follows:

- Increase the efficiency and effectiveness of administrative processes via ERP's enhanced functionality and integration;
- Reduce future funding requests for agency-specific administrative systems for functionality not available in legacy statewide systems;
- Enable greater access to more accurate, consistent, accessible, and timely information through integrated systems and modern reporting tools;
- Reduce technology risks presented by the aging technical underpinnings of key statewide legacy systems whose technologies and staffing expertise are increasingly difficult to maintain;

- Enable the State to move to vendor-supported commercial off-the-shelf (COTS) software that can be updated/upgraded to leverage new features and meet new business and statutory requirements;
- Address performance, design, security, chart of accounts, and user interface limitations of legacy systems (e.g., STARS and EIS/I-TIME/IPOPS) that prevent the State from meeting key accounting, budgeting, reporting and other objectives and policies;
- Obtain integrated procurement and contract management functionality to support improved "spend analysis" and increase leverage in negotiations for goods and services;
- Allow the Idaho Department of Health and Welfare (IDHW) to retire its FISCAL system (Financial Information System with Cost Allocation), Idaho Transportation Department's ERP system (subject to final confirmation) and other administrative systems (within scope of the new ERP system) and replace them with the new statewide ERP system; and
- Leverage new ERP functionality to replace the approximately 75 agency-specific systems within scope of the new ERP system.

To obtain additional market data, the State released a Request for Information (RFI) in October 2016. In November 2016, the State received responses from six software vendors and nine systems integration vendors. The written responses were reviewed, and fifteen vendor presentations were held.

To acquire a software solution, the State released a RFP in August 2018. In October 2018, interested enterprise software providers submitted responses to the RFP. The State reviewed the written responses, invited the highest scoring vendors to software demonstrations, conducted a best and final offer process, and selected the Infor CloudSuite Public Sector as the solution that best met the needs for the State of Idaho. Details regarding the procured software that represents the scope of the State's implementation can be found in Section 3.2, ERP Solution Scope.

1.5 Current Idaho Systems Environment

The current Idaho systems environment is characterized by a collection of aging central systems that are supported by State employees at various agencies in on-premise environments. Agencies have supplemented those central systems with commercial off the shelf systems or internally developed solutions to address their unique needs. The administrative systems environment of the State is more fully described in Section 2.0 of the Systems Modernization Study. Offerors are encouraged to review the Study to more fully understand the scope of systems included in this project. Findings from the Study are summarized below.

- Due to limitations in the functionality and flexibility of STARS, many agencies maintain their own internal financial management systems, resulting in redundant data, duplicate

data entry, duplicate platforms, and additional operating costs; also, many agencies build front-end systems to avoid SCO transaction fees.

- Many of the State's current systems are functionally adequate from a statewide perspective but have limited integration, leading to inefficiencies and greater opportunity for error.
- The State's current systems do not provide support for a number of core agency business requirements (e.g., invoicing and accounts receivable functions).
- To fulfill agency-specific requirements (either programmatic or financial) not met by statewide systems, a number of agency-level supplemental or "shadow" systems have been acquired or developed, which increases the overall cost to the State to operate its administrative systems environment.
- Decision-makers have difficulty obtaining timely and accurate information. Due to the disparate systems maintaining elements of agency financial and HR/payroll data, the State is unable to achieve a "single source of truth" when providing budgetary and financial reporting. Although the SCO has implemented a central data repository called the Idaho Business Intelligence Solution (IBIS), IBIS is limited to storing data from central systems and often times does not contain agencies' source (and more detailed transaction data) stored in agency systems.
- The current administrative systems lack flexibility and scalability required to meet changing business requirements.
- In absence of a statewide purchasing system integrated with STARS, agencies have their own systems to generate requisitions and purchase orders, to perform budget checking, and to enable receiving and approval processes. This makes it difficult to enforce agencies' use of statewide negotiated contracts to control "maverick" spend and to track agencies' spending by commodity and vendor. Disparate systems and data make it impossible to mine the data and establish linkages between commodity codes, vendors, order sizes, pricing, etc., to analyze spend data.
- The IBIS data warehouse is the State's administrative data warehouse that combines 15-20 years of data from accounting, human resources, and payroll. IBIS is updated daily through a batch interface. Users must build and maintain queries to access data, which is not real time.

Although implementation of a statewide ERP solution will significantly influence the business operations of agencies in the conduct of their programmatic functions, the ERP solution is not intended to replace agency programmatic systems whose functionality is specialized and cannot be feasibly replicated in an ERP system.

1.6 Minimum Qualifications

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

- Offeror must have experience as the primary services provider implementing SaaS ERP systems enabling Finance, Human Resources, and/or Payroll for an entity, preferably public sector, of comparable size (or larger) and complexity to the State of Idaho;
- Offeror must have experience providing project management services in complex project governance environments for multi-year, enterprise-level projects for entities, preferably public sector, comprised of numerous agencies/departments/ business units that operate independently in program mission yet also having some common business functions;
- Offeror must have experience delivering enterprise-level organizational change management services involving technology-enabled and process-based transformations for entities, preferably public sector, of comparable size (or larger) and complexity to the State of Idaho; and
- Offeror's team must include demonstrated experience with Infor CloudSuite implementations.

1.7 Glossary of Terms

The State has provided a glossary of terms in Attachment 11 for the 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.

1.8 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

RFP Title:	Project Luma Enterprise Resource Planning (ERP) Software Implementation
RFP Lead:	Brian Benjamin, Deputy Chief of Staff, SCO luma@sco.idaho.gov
Physical Address of RFP Lead:	State of Idaho Office of the State Controller Attn: Brian Benjamin 700 W. State Street Boise, ID 83720
Submission Process:	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://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.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.

Monday, March 18, 2019	RFP released to prospective Offerors
Tuesday, March 26, 2019	9:00-10:30 AM MT – Pre-Proposal Conference
Friday , April 19, 2019	5:00 PM MT – Last date/time questions are accepted
Wednesday, May 1, 2019	Last date for issuing an amendment
Friday, May 10, 2019	3:00 PM MT – Proposal submission deadline
June 2019	Offeror Presentations
July 2019	Best and Final Offer (if needed)
July 2019	Notice of Intent to Award
July 2019	Contract Negotiations Begin (upon intent to award)
August 2019	Complete Negotiations for ERP Software Implementation

August 2019	Execution of Contracts for ERP Software Solution and Implementation Services
Monday, September 9, 2019	Begin Luma Implementation Project

2.3 Pre-Proposal Conference

A pre-proposal conference is scheduled to be held on Tuesday, March 26, 2019 from 9:00 - 10:30AM, Mountain Time in Boise, Idaho. The pre-proposal conference will be held in conference room 4C in the State Controller's Office, 700 W State Street Boise, ID, 83720. All prospective Offerors may attend in person or via teleconference; however, participation is not mandatory.

Offerors intending to participate via teleconference must request access by sending an email with contact name, firm, and email to the Luma Project email luma@sco.idaho.gov by 5:00 PM MT on March 25, 2019. Requests received after the deadline may not have the opportunity to participate.

The State will be bound only to the State's written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Lead will be documented and answered in written form.

2.4 Offeror Questions and State Responses

In addition to the Q&A session that will be provided during the pre-proposal conference, Offerors are welcome to submit questions regarding this RFP throughout the question and answer period and 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. 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 4.

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://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.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 **Friday, May 10, 2019, 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.

Proposals shall be submitted according the following method:

1. Request login credentials for uploading proposals by going to the following link: https://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.aspx and click the "Submit Proposals" button.

   Request temporary credentials by entering a name, company, phone number, email address, and selecting the Division (Luma). 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.

2. 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 forms such as insurance forms and 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 Offeror; 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" on **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://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.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.

Pricing must be valid through September 30, 2019. The State does not intend to execute any contracts as a result of this RFP until the State has executed a contract with the primary software provider of the State's SaaS Solution and a total project budget has been confirmed.

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 ERP software solution, will be borne by the Offeror. Failure to make this acknowledgement in the transmittal letter 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 5, Response 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 Terms & Conditions and Payment Terms

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 4, State Terms and Conditions. Instructions for response to the State's Terms and Conditions are provided in Section 4.10. The Apparent Successful Offeror and the State will establish a deliverable and milestone payment process for the contract based on the Worksheet 5, Deliverable Payment Cost Schedule submitted in the Offeror's response.

2.12 Insurance Coverage

The Apparent Successful Offeror is to furnish the State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

1. Contractor shall obtain and maintain 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 shall 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. All insurance, except for Workers Compensation, and Professional Errors and Omissions shall be endorsed to name the State of Idaho and the SCO as Additional Insured.

3. All insurance shall be with insurers rated A-, VII, or better in the latest Best's Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles (which shall be disclosed to the State), but such deductibles shall not be deducted from any damages due the state. Coverages shall include a waiver of subrogation in favor of the State, its officers, employees, agents and volunteers.

4. If insurance is maintained on an occurrence form basis, consultant should maintain such insurance for an additional period of one (1) year following termination of the Contract. If any of the liability insurance required for this agreement is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this agreement for a duration of thirty-six (36) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this agreement, or twenty-four-months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

5. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect the contractor, and such coverage and limits shall not be deemed as a limitation on the contractor's liability under the indemnities granted to the state.

6. Contractor shall maintain insurance in amounts not less than the following:

   a) *Commercial General Liability* (CGL) with a limit of not less than $1,000,000 each occurrence, and $1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be $2,000,000 each occurrence, $2,000,000 general aggregate, and $2,000,000 products or completed operations aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

   b) *Automobile Liability* including owned, non-owned, and hired liability with a limit of not less than $1,000,000 each occurrence, and $1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

   c) *Workers Compensation Insurance* in amounts as required by statute in all states in which the contractor performs work, and Employers' Liability with a limit of $100,000 Bodily Injury by Accident-each Accident, $100,000 Bodily Injury by disease-each employee, $500,000 Bodily Injury by Disease-policy limit.

d) *Professional Liability for IT Technology*, including cyber risk with limits of not less than $10,000,000 each claim/loss and $10,000,000 aggregate. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract. In the event that the professional liability insurance required by the Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor should provide proof of same. The insurance shall provide coverage for the following risks:

(1) 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;

(2) 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,

(3) 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.

(4) The policy shall provide a waiver of subrogation in favor of the State and as respects the cyber coverage the State, officers, employees, agents, and volunteers shall be included as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Offeror.

e) *Crime/Employee Theft coverage.* Contractor shall maintain Employee Dishonesty coverage with a limit of not less than $1,000,000 each occurrence, and $1,000,000 annual aggregate including coverage for Client's Property with the State as Loss Payee.

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 Offeror Personnel

The Offeror shall assign all key personnel identified in RFP Section 4.5 to complete all their planned and assigned responsibilities in connection with performance of the obligations of the Offeror under this contract. It is critical to the overall success of the project that the Offeror not remove or reassign, without the State's prior written approval (which approval shall not be unreasonably withheld) any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities. The unauthorized removal of key personnel by the Offeror may be considered by the State as a material breach of contract.

The State shall have the right to approve the assignment and replacement by the Offeror of all personnel assigned to provide services, including, without limitation, the project team manager, other individuals named or described in the Offeror's proposal, and individuals as mutually agreed by the parties. Before assigning an individual to any of these positions, the Offeror shall notify the State of the proposed assignment, shall introduce the individual to the appropriate representatives of the State, and shall provide to the State a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting approval. Whenever possible, the Offeror shall ensure that there is proper handoff of duties and knowledge from the previously assigned personnel to any proposed replacement personnel including adequate time spent on site in Boise, Idaho by the newly assigned personnel with the Project Team and Offeror resources to minimize any project set-backs or disruption.

In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Offeror and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Offeror shall (i) within two business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within twenty (20) business days, permanently replace such replaced person with another person approved by the State and properly qualified to perform the functions of such replaced person.

The State reserves the right to require the Offeror to replace personnel employees whom the State judges to be contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the Offeror will discuss the circumstances. Upon receipt of a written request from an authorized representative of the State, the Offeror shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Offeror shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the Offeror to terminate any Offeror employee's employment. Rather, this provision is intended to give the State only the right to require that the Offeror discontinue using an employee in the performance of services for the State.

2.15 State Resources

The Offeror may assume that the State will provide workspace as needed for Offeror's personnel to include use of State printers, copiers, workspace, network and internet access. If needed, the Offeror will provide a web collaboration/meeting tool for the project that will enable audio, video and file sharing. Additionally, the Offeror will provide any other project tools that are part of its proposed methodology, such as a shared project document repository tool/service and project workplan/schedule management tool. The State will not provide computer workstations for use by the Offeror's personnel. As required, the State will also provide adequate training facilities required for project team and end-user training.

3.0 Scope of Services

3.1 Organizational Scope

The State anticipates that the ERP solution will be implemented for essentially all Executive agencies of State government. The legislative and judicial branches will be considered in project scope, but the implementation scope will need to be determined during the integration phases. Colleges and universities associated with the State of Idaho are not expected to be part of the ERP initiative (with the exception of Lewis-Clark State College); however, it is anticipated that the ERP solution will interface with college and university systems.

Idaho state government is comprised of approximately 91 organizational entities including agencies, boards, commissions, colleges and universities as follows:

Senate
House of Representatives
Legislative Services
Office of Performance Evaluations
Judicial Branch
Lieutenant Governor
Secretary of State
- Commission on Uniform State Laws

Idaho Code Commission
State Controller
State Treasurer
- State Treasurer Control

Attorney General
Superintendent of Public Instruction
Office of Information Technology Services
Stem Action Center
Workforce Development
Division of Financial Management
Office of the Governor
Office of Energy and Mineral Resources
Department of Administration
Department of Agriculture
Soil and Water Conservation Commission
Department of Commerce
Department of Correction
Correctional Industries
Commission of Pardons and Parole
Department of Labor
Department of Environmental Quality
Department of Finance
Department of Fish & Game
- Idaho Wolf Depredation Control Board

Department of Health & Welfare
Department of Insurance
Juvenile Corrections
Idaho Transportation Department
Industrial Commission
Department of Lands
State Board of Medicine
State Board of Nursing
Bureau of Occupational Licenses
Real Estate Commission
Outfitters and Guides
Board of Veterinary Medicine
State Public Defender Commission
Idaho State Lottery Commission
Hispanic Commission
State Appellate Public Defender
Division of Veterans Services
Division of Building Safety
Office of Board of Education
Board for Career & Technical Education
Lewis-Clark State College
Boise State University
Idaho State University
State of Idaho
Idaho Public Television
Idaho Commission for Libraries

Public Employee Retirement System (PERSI)
State Liquor Division
State Insurance Fund
Idaho Commission on Aging
Commission for the Blind & Visually Impaired
Military Division
Women's Commission
Division of Human Resources
Office of Species Conservation
Commission on the Arts
Office of Drug Policy
Endowment Fund Investment Board
Idaho State Police
Brand Inspector
Idaho State Racing Commission
Department of Parks & Recreation
Lava Hot Springs Foundation
State Board of Tax Appeals
State Tax Commission
Department of Water Resources
State Board of Pharmacy
State Board of Accountancy
State Board of Dentistry
Board of Engineers and Surveyors
State Historical Society
Vocational Rehabilitation
Public Utilities Commission
Idaho State Independent Living Council
Panhandle Health District I
North Central Health District II
Southwest Health District III
Central Health District IV
South Central Public Health District V
Southeast Health District VI
Eastern Idaho Health District VII

3.2 ERP Solution Scope

The Offeror shall provide the necessary implementation services to deliver the following software products and to enable the related business processes (as defined by the software and the Business Processes in Attachment 6, State of Idaho To-Be Business Process Maps).

The table below indicates the Infor CloudSuite Public Sector modules and the associated software applications requiring implementation associated with this RFP.

Solution	Software Provider	Modules / Functions	Release Level	Next version
CloudSuite Public Sector - Financials	Infor	• Global Ledger • Cash Management • Project Ledger • Grant Accounting • Item & Order Billing • Receivables • Asset Accounting • Close Management • Payables & Matching • Budget Management	v11.0.25.x	v11.0.26.x
CloudSuite Public Sector - Supply Management	Infor	• Requisitions • Procurement Punch- Out • Procurement Cards • Strategic Sourcing • Contract Management • Supplier Portal • Purchasing • Inventory Control	v11.0.25.x	v11.0.26.x

Solution	Software Provider	Modules / Functions	Release Level	Next version
CloudSuite Public Sector - Expense Management	Infor	• Travel Plans • Expense Reports	v10.2.7.x	v10.2.7.x
CloudSuite Public Sector - Human Capital Management	Infor	• Global HR • Absence Management • Benefits • Occupational Health • Safety Management • Employee Relations • Talent Acquisition • Development Planning • Goal Management • Performance Management • Compensation Management • Succession Management	v11.0.7.x	v11.0.8.x
CloudSuite Public Sector - Human Resources Management	Infor	• Payroll	v10.0.7	v10.0.8
CloudSuite Public Sector - Human Capital Management	Infor	• Learning Management	v9.1.12	v9.1.13
CloudSuite Public Sector - Human Capital Management	Infor	• Workforce Management	v6.2.4	v6.3.0
MHC	MHC	• Document Express • Document Self-Service • Image Express	vDEo4.5 vDSS5.1 vIX4.2	vDEox.x vDSS5.2 vIX4.3
BSI Tax Factory	BSI	• Tax Tables & Compliance Controls	v10.m	TBD

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

Budget Preparation software implementation is not within scope for the Offeror's services except for assistance with the following areas:

- Incorporating and coordinating project schedules developed by the Budget Preparation software implementation team into the overall ERP solution implementation;
- Supporting the coordination of the Budget Prep implementation project into the Project Management Office activities;
- Supporting the coordination of the budget structure impacts driven by the chart of accounts and budget validation designs;
- Supporting the development of integrations between Infor CloudSuite and Sherpa per design decisions; and
- Providing organizational change management activities (exclusive of training) as it relates to Budget Preparation implementation.

3.3 Exclusions from ERP Solution Scope

For additional clarity regarding the solution scope, the State specifically excludes the following business functions from the scope of the ERP Solution.

- Investment Management
- Transportation Asset Management
- Fleet Management
- Eligibility Systems
- Medical Inventory Management

3.4 Services Scope

This Services Scope section provides a high-level description of the services to be included in the proposal. General project activities that will be included in each stage of the project include:

Plan

- Project Management
- Project Team Training
- Organizational Change Management and Communications
- Additional Project Preparation and Planning

Design

- Business Process Design

Configure and Prototype

- Software Configuration
- Integration and Interfaces
- Data Conversion
- Reports, Queries, and Forms
- Security Configuration
- Provisional Consultant Assistance

Test

- Testing

Deploy

- Technical Team Training and Knowledge Transfer
- End User Training
- Documentation
- Knowledge and Skills Transfer Process
- Implementation/Deployment (roll-out) Support
- Post-implementation Support
- Release Management Services

These services are addressed in more detail in RFP Attachment 1, Model Statement of Work, and will be finalized in the agreements between the State and the Offeror.

3.5 Project Timing

The State believes that the most advantageous phasing of functionality would be to begin with an initial implementation of finance, procurement, and budget functionality, followed by the HR/payroll functionality.

The timeline presented below provides a high-level summary of the anticipated project implementation schedule. See Section 3.6 for additional assumptions regarding timeline and phasing for purposes of this RFP. The State's Fiscal Year is defined as July 1 – June 30.

3.6 Assumptions

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

1. No contract will be signed with the awarded Offeror of the ERP Software Implementation Services until the execution of the ERP Software Solution contract.

2. The State intends to begin the implementation phase of the project in September 2019.

3. A "big bang" approach of delivering all ERP functionality to all agencies at the same time appears too high of a risk for the State. The Offerors should assume a phased implementation with an approximate schedule as follows:

    - Phase 1 – Finance, procurement, and budget (see additional assumption below), and associated functionality implemented over a 24-month period with 6 months of post-implementation support;
    - Phase 2 – Human resources, payroll, and associated functionality implemented over an 18-month period with 6 months of post-implementation support; and
    - Phase 2 begins immediately upon Phase 1 go-live.

4. The State is targeting a March 2021 go-live for Budget Preparation software and anticipates that the implementation will take 9-months.

5. Offeror's costs for providing PMO coordination services, integration, and organizational change management services for the Budget Preparation application implementation shall be included in the cost proposal (see cost proposal instructions).

3.7 Organizational Metrics

The following point in time metrics are provided to assist Offerors in determining implementation services costs and level of effort for configuration, implementation and organizational change management activities.

Financials (processed for 91 agencies)

- Total Revenues (2017) $7.8B
- Total Expenditures (2017) $6.9B
- General Fund Revenues (2017) $3.7B
- General Fund Expenditures (2017) $2.7B
- Number of Funds 280
- Financial Users 660
- Payee Records (Vendors, Providers, Beneficiaries, Other) 302,000

HR/Payroll (processed for 88 agencies [excludes colleges and universities except for Lewis-Clark State College])

- Payroll Payment Volume per Year (Bi-weekly, 98% Direct Deposit) 497,000
- Core HR/Payroll Users 450
- Time & Attendance Users 16,000
- Fulltime and Part Time Users of Self Service, HR, and Payroll (Self-service users include separations) 23,000
- Regular Employees (Standard Workforce) 18,000
    - Full Time 15,000
    - Part Time (20 hours per week or less) 3,000
- Hires/Re-Hires per Year 8,000
- Separations (includes seasonal, temp, other non-benefit employees) 6,000
    - Voluntary, including retirements 5,800
    - Involuntary 200
- Benefits Plans (Employees with payroll deductions)
    - Health (medical, dental Rx, Vision and EAP) 19,000

- Retirement.....15,000
- Tax Deferred Deductions.....6,000

Procurement

Due to the decentralized procurement structure, delegated authority, and disparate systems across State agencies, the State of Idaho does not have a simple way to capture purchase order and contract volume. A rough order of magnitude estimate for procurement activity per year is 50,000 to 75,000 with contracts and contract management as a significant portion of this activity.

3.8 Infor Consulting Services

In support of the success of the Luma Project, the State has reached agreement with Infor Consulting Services (ICS) that ICS will not submit a proposal as a primary services provider in response to this RFP. Instead, ICS has agreed to make their services available to any Offeror capable of meeting the minimum qualifications stated in Section 1.6. The State anticipates that ICS will be available as a subcontractor to the successful Offeror (i.e., primary services provider) in the implementation services contract.

For purposes of this RFP response, the following individual will serve as the ICS contact and will coordinate responses with qualified Offerors.

Brett Miller - Client Partner, Senior
B.Miller@infor.com
+1 (470) 481-5034

ICS has committed to the State that it will deal with each Offeror on a fair and equitable basis, treating each offeror's project approach and RFP response with appropriate levels of due care. ICS will coordinate with each Offeror in a manner to preserve the competitive spirit and confidentially among Offerors that is essential in a public, competitive procurement.

It is anticipated that ICS will provide each Offeror a suggested package of functional and technical implementation services to support the needs of each Offeror, based upon the ERP Functional Scope as stated in Section 3.2. Additionally, ICS will provide a standard rate card for all Offerors to use in pricing services needed to properly implement the Infor CloudSuite Public Sector and related business processes as described in this RFP and the Model Statement of Work.

The diagram below represents a conceptual model of how Offerors might choose to supplement their own Infor expertise with that of ICS.

This conceptual model above is intended to represent a standardized structure from which ICS could propose a consistent set of implementation support services to each Offeror. And, although the State believes this model represents a reasonable approach to the relationships and responsibilities between the Offeror, ICS, and the State, the Offeror remains responsible for planning and integrating ICS services into its own implementation methodology and approach in a way that ensures project success.

3.9 Sherpa Implementation Services

As part of the Luma ERP software selection, the State has procured the third-party Sherpa budget formulation and management software to support the State's budget development needs. Due to the nature of this product, Sherpa is the sole systems integrator for their product. Therefore, the State has determined that the most advantageous approach for the State will be to enter into a contract with Sherpa for the implementation services needed to implement and train State personnel on use of their product.

Typical Sherpa implementations of similar size and complexity to the State of Idaho tend to span 9 months leading up to the first application of the product in the client's budget development process. For purposes of this RFP response, Offeror's should propose a Sherpa implementation schedule consistent with the Offeror's overall Phase 1 approach.

Although the State will contract separately with Sherpa and manage the overall Sherpa relationship, Offerors must include the effort and cost necessary to integrate the Sherpa solution into the overall project plan. This effort could include project planning, testing support, organizational change management, and/or training coordination.

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 – Services Firm Qualifications and Experience
- Tab 5 – Services Firm Project Team Experience
- Tab 6 – Services Firm Approach and Methodology
- Tab 7 – Questions Regarding Specific Services
- Tab 8 – Proposal Assumptions
- Tab 9 – Alternative Proposal
- Tab 10 – Response to Standard Contract Terms

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

4.1 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 name and address.

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:

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.

2. A statement indicating the Offeror's acceptance of the State Terms and Conditions included in Attachment 4 or reference to exceptions thereto.

3. A statement of the Offeror's compliance with equal employment laws and regulations.

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.

5. A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

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.

7. A statement affirming the proposal will be firm and binding until August 30, 2019.

Following the Transmittal Letter, this section should also include:

8. Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment.

4.3 Tab 3 – Executive Summary

In the Executive Summary, the Offeror should condense and highlight the contents of the proposed approach and team 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 ten pages. This section of the offer is designed to provide a clear and concise understanding of key aspects of the offer as follows:

1. Narrative of its understanding and ability to implement the solution and perform the services as outlined in this RFP;

2. Discussion of why the services proposed represent the best value for the State of Idaho;

3. Information on the experience, background, and qualifications of the Offeror providing the proposed services; and

4. Discussion of why the firm(s) presented in the offer are best qualified to provide the services required herein.

4.4 Tab 4 – Services Firm Qualifications and Experience

The State is soliciting proposals from qualified firms that are in the business of providing the services as listed in this RFP. The proposal shall include, at a minimum, the following information.

4.4.1 Primary Services Provider

The Primary Services Provider (PSP), assumed to be the Offeror, must include a detailed narrative description of its organization. The narrative must include the following:

1. Brief overview of business operations, with an emphasis on ERP-related operations for public sector clients;

2. The Offeror's ERP experience in public sector, with an emphasis on government and statewide solutions;

3. Number of employees assigned to Infor CloudSuite implementation services;

4. Date established;

5. Company legal name and legal form of ownership;

6. Location in which the Offeror is incorporated;

7. Full disclosure of any proposed off-shore activity and the locations involved;

8. Full disclosure of any potential conflict of interest;

9. A statement of whether, in the last ten (10) years, the Primary Services Provider (PSP) 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;

10. A statement of whether there are any pending Securities Exchange Commission investigations involving the PSP, 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 PSP's performance in a Contract under this RFP;

11. A statement of whether the PSP 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);

12. A listing of all contracts or purchase orders that PSP executed or accepted within the last seven (7) years and which were canceled or terminated prior to completion by any state agency or other entity with which PSP contracted. For each such contract or purchase order, the PSP 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;

13. A statement documenting all litigation (including open or pending) initiated by PSP or where PSP is a defendant in a customer matter within the last seven (7) years; and

14. Full disclosure of any criminal or civil offense

15. As described in Section 1.6, the Offeror for ERP software implementation 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. Document how your firm meets the minimum qualifications stated in Section 1.6.

16. List in table format all ERP implementation(s) by the PSP where the PSP was the primary implementation contractor (provided at least 50% of the implementation services) for organizations of a similar size and complexity to the State that have come into production within the last three years. Include in the table any ERP installations that are in progress (i.e., contracted but not in production) as of the proposal due date. 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. Scope of services provided for this organization by the PSP.

17. Financial Statements:

    a. Option A – Offerors who have audited financial statements are to provide the following:

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.

18. The Offeror must provide 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. 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 PSP. Additionally, the State may request site visits, demonstrations and/or web presentations to evaluate the overall experience of the PSP.

4.4.2 Offeror Team

Firms included as part of the Offeror's Team must include a detailed narrative description of its organization. The narrative must include the following:

1. Brief overview of business operations, with an emphasis on ERP-related operations for public sector clients;
2. The Offeror's ERP experience in public sector, with an emphasis on government and statewide solutions;
3. Number of employees assigned to Infor CloudSuite implementation services;
4. Date established;
5. Company legal name and legal form of ownership;
6. Location in which the Offeror is incorporated;
7. Full disclosure of any proposed off-shore activity and the locations involved;
8. Full disclosure of any potential conflict of interest;

9. List in table format all ERP implementation(s) by the firm for organizations of a similar size and complexity to the State that have come into production within the last three years. Include in the table any ERP installations that are in progress (i.e., contracted but not in production) as of the proposal due date. 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. Scope of services provided for this organization by the firm.

10. Each subcontractor must provide 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. References should be provided in the format provided in Section 6.4.

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

4.5 Tab 5 – Services Firm Project Team Experience

Within Tab 5, the Offeror must provide information about the implementation consultants who will be assigned to the project team. Information on staff filling key personnel roles (project manager and other leadership roles in the functional and technical areas) must be supplied below.

Information on other project resources is requested to be included as known. See also Section 2.14 Offeror Personnel for any changes to proposed personnel.

The State has been conducting project planning and project team size estimates required for the implementation. Based on preliminary, conservative forecasts, the State plans to provide 35-40 full-time employees during phase 1 in the areas of PMO, OCM, Communications, Budget, Finance, Procurement, Technical, and Training. The State plans to provide 30-35 full-time employees in PMO, OCM, Communications, Technical, HCM, Payroll, and Training in phase 2.

1. Project Organization

Offerors shall provide a narrative description of the recommended project organization and a proposed organization chart for the project team (including all recommended roles for Offeror and State staff).

The Offeror shall provide a brief description of the proposed State roles and responsibilities in each of the following areas, as well as areas not addressed below (if applicable):

- Project Management;
- Project Team Training;

- Business Process Design;
- Software Configuration;
- Integration and Interfaces;
- Data Conversion;
- Reports, Queries, and Forms;
- Security Configuration;
- Testing;
- Technical Team Training and Knowledge Transfer;
- Organizational Change Management;
- End User Training;
- Documentation;
- Knowledge and Skills Transfer Process;
- Implementation / Deployment (roll-out) Support; and
- Post-implementation Support

Additionally, the Offeror shall provide a table showing all roles (Offeror and State) proposed for the engagement with the recommended staffing level by source (Offeror, State) for each listed role.

The Role Summary Table should include any roles to be filled by staff from the software manufacturer or Offeror's subcontractor. Roles to be filled by the software manufacturer or Offeror's subcontractor should be reflected in Offeror's Cost Proposal and identified as such. The roles listed in the table below are for illustrative purposes only.

Sample Format for Role Summary Table

Project Team Roles	State	Offeror	Percent Dedicated and Time Period
Project Management:			
Project Manager			
Administrative Support			
Other			
Subtotal			
Functional Team:			
General Ledger			
Account Receivable			
Accounts Payable			
Procurement			
Project Accounting			
Grants Management			
Human Capital Management			
Compensation Administration			
Absence Management			
Other			
Subtotal			
Technical Team:			
Technical Team Lead			
Integration			
Conversion			
DW & Reporting			
Test			
Security			
Other			
Subtotal			
Change Management Team:			
Change Management Team Lead			
Communications			
Organizational Change Management			
Training			
Other			
Subtotal			
Total			

2. Personnel Summary Table

The Offeror should provide a Personnel Summary Table listing key personnel assigned to the project. The State expects Offeror to name at least six staff as key personnel: Project Manager for the first phase of the engagement, at least three senior Functional leads, a senior Technical lead and a senior Change Management lead. If other proposed Offeror personnel are known, they may be included also in the table below. As illustrated by the example below, the Personnel Summary Table must include the proposed role(s), consultant name, total years of relevant implementation experience, years of experience in the proposed role, list of significant clients in the proposed role, and relevant certifications.

The State requires named resources for the key positions and will not accept proposed representative resumes or positions. Non-key personnel may be included in this table and is encouraged if known.

Format for Proposer Personnel Summary Table

Proposed Role(s)	Consultant Name	Firm	Experience Summary
EXAMPLE: Project Manager	John Smith	X Consulting	4 years Infor CloudSuite implementation experience, 5 years as project manager on 2 public sector ERP projects, Client Name & State Client Name, PMP certification

3. Resumes

The Offeror shall provide resumes for each key personnel role to be filled by the Offeror. The key personnel shall be available to staff the project. Other project team resumes may also be included if available. Resumes shall include the following information:

- Name of consultant;
- Proposed role on project;
- Proposed duration and involvement through the project life cycle;
- Education and training;
- Summary of relevant experience (including start and end dates and experience with proposed methodologies);
- Experience implementing Infor CloudSuite and other RFP software;
- Public sector experience;
- Other relevant experience;
- Employee of Offeror or subcontractor; and
- Reference contact information, including e-mail address and phone number.

4.6 Tab 6 – Services Firm Approach and Methodology

Within Tab 6, the Offeror must provide a comprehensive list of services including the following elements:

1. **Project Management Methodology and Approach**

   The Offeror shall describe its approach to managing the project. As part of its project management approach, the Offeror shall describe the project management tools, standards, controls, and procedures that will be used to create a proven, reliable process, as well as proposed standards for status reporting, risk management, issue management, and communications. This section should convey Offeror's understanding of the proposed project with emphasis on enterprise operational transformation within a multi-agency/department/business unit environment.

   Describe how your methodology will use web collaboration tools and other technology to maximize user participation and reduce costs. Describe other tools or approaches that will facilitate Contractor and State engagement when work is being done remotely.

2. **Timeline and Implementation Phasing Approach**

   The Offeror should describe its proposed implementation approach to the State project. The description provided shall include the following information for all aspects of the project.

   The Offeror should describe its proposed approach for the implementation and a proposed timeline for the project, including key milestone dates for each agency (if they vary). Additionally, the Offeror must describe which activities or tasks are expected to be conducted on-site, and which can be done off-site through the use of technology.

   The State is looking for the Offeror to recommend an approach, timeline and structure that develops early solution understanding, minimizes risks and cost, maximizes user engagement and facilitates meaningful transformation. This section shall encompass all services and deliverables identified in RFP Section 3.0, Scope of Services.

   The description provided should include the following information:

   - Implementation timeframes;
   - Milestones and implementation phasing (if any);
   - Deliverables; and
   - Any software releases that will occur during the project.

   In addition to the narrative response to this section, the Offeror should provide:

   - A Statement of Work for the project, describing major tasks and all deliverables that will be included in the project. The State has provided RFP Attachment 1, Model Statement of Work, that can be used as a starting point. The State has set minimum expectations from the Offeror regarding deliverables and

responsibility in Attachment 1, and any Statement of Work submitted must satisfy these minimum requirements, and must not assign additional responsibilities to the State unless they are called out prominently with clear explanation of the benefits to the State to take on these additional responsibilities.

- A high-level Work Plan demonstrating the relationship between the work to be performed, the deliverables to be provided as described, and the timeline recommended in your approach. Indicate work that will be done off-site or remotely.

Describe in your narrative how your recommended approach will reduce risk to the State, facilitate user acceptance, and enable meaningful operational improvement and innovation.

4.7 Tab 7 – Questions Regarding Specific Services

1. Describe any recommended pre-implementation activities in addition to those already described in Section 1.4, Additional Project Preparation and Planning, of the Model Statement of Work that the State could initiate to prepare for the implementation project.

2. Describe any creative solutions developed in previous engagements when implementing Infor CloudSuite to address specific issues in government.

3. Describe the Offeror's executive commitment/sponsorship of this project in partnership with the software vendor, and how your firm will demonstrate sponsor engagement and dedication during the project.

4. Describe any tools, utilities or special access that the project team will require for the implementation project, whether service is being done on-site or off-site.

5. Explain practices and recommendations for ensuring the integrity, security and confidentiality of State data or other State confidential information while performing the work requested in this RFP. This may include but not be limited to practices like using encrypted laptops, wiping laptops of data when no longer needed in provision of the services, using secure file transfer and storage protocols, training on data security, etc.

6. List the recommended training by role for the State's project team, and the recommended timing for this training. If there are options for delivery, discuss those options here. The State expects to procure software-specific training through Infor. If the Offeror has an alternative for project team training that could be a better value to the State, describe that option here.

7. Describe any recommended training for key State administrative, technical and support staff who are not part of the project team. Include recommendations/information for training material and delivery approach. Include any additional costs as a line item on the Cost Proposal.

8. Describe the process(es) for development items such as integrations, interfaces, complex reports/queries, additional workflows, or similar items during implementation. (Complex reports/queries are those that are not delivered in the application and require a notably larger number of hours to define, configure, and test than the work effort associated with modifying delivered reports/queries.)

9. Describe the specific training, communications, and cultural and organizational change management approach and deliverables proposed. Which change management activities can be done State-wide and which will be specific to an agency? What training approach do you assume? Are there any standardized courseware or templates for end user curriculum that the Offeror can provide? Which courses will be delivered for the end user training in the classroom and which will be self-paced computer learning? What curriculum for end users do you recommend?

10. Identify potential risks that are considered significant to the success of the project given the recency of SaaS solutions and their respective application on a statewide basis for the defined scope in this RFP. Include in the description those topics that would be best addressed in the design of the agreed upon implementation approach and those topics more typically encountered during the project. Include in the description how the Offeror would propose to effectively monitor and manage these risks, including reporting of risks to the State.

11. The Offeror shall provide a discussion of the significant lessons learned from public sector ERP projects of similar size and scope, and how the Offeror will apply those lessons to the State ERP project with emphasis on enabling state governments to transition to operating as an enterprise.

4.8 Tab 8 – Proposal Assumptions

The Offeror shall provide a comprehensive listing of all assumptions made in preparing their proposal in response to this RFP. No price data may be included in the assumptions.

4.9 Tab 9 – Alternative Proposal

In addition to the requirements and other specifications in this RFP, the State is willing to consider any alternative or innovative products, services or approaches from the Offeror that would result in improved outcomes, better functionality, lower cost and/or lower risk to the State. These might include different tools or project approaches, different timelines or any other aspect where the Offeror could offer value to the State. The State invites the Offeror to

present these suggested changes here. This response will not be evaluated or scored; it is an optional component. Any product or service presented in response to this section must be an optional added-value component, and not required to meet a requirement or specification from this proposed approach. The State may or may not consider any proposed alternatives. The costs associated with any of these alternatives may be presented as Optional Costs in the Cost Proposal.

4.10 Tab 10 – 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 4, State Terms and Conditions.

The Offeror may submit exceptions to the State Terms and Conditions provided in Attachment 4. 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 4 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

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:

1. A statement that the narrative cost response and cost schedules have been completed in accordance with the instructions provided in the RFP and any amendments thereto.

2. A statement that all cost assumptions have been disclosed.

3. A statement that all costs not identified but subsequently incurred will be borne by the Offeror per Section 2.8 Pricing Terms.

5.3 Tab 3 – Narrative Cost Response

As a narrative response to this section, Offerors should document and submit all cost-related assumptions and such other information necessary for State personnel to thoroughly understand each Cost Schedule. If the cost assumption pertains to a particular line item or element on a cost schedule, the reference for the assumption shall be provided.

5.4 Tab 4 – Cost Schedules

Offeror shall submit a detailed cost proposal in the Excel format of RFP Attachment 3, Cost Schedules, to include all aspects of providing the scope of products and services associated with this RFP. Include a PDF version of the spreadsheets as well as the Excel file with the proposal submission.

The Offeror must use the Excel workbook cost format presented as RFP Attachment 3 and not their own format. Entering "TBD" (to be determined) or similar response in the workbook cells for cost estimates is not acceptable. Failure to fully complete the required cost information may lead to a determination that the proposal is non-responsive.

Formulas are provided in the workbook for the convenience of the Offeror. The Offeror shall be responsible for the consistency and accuracy of the formulas, sums and roll-ups contained in the workbook. Any errors are solely the responsibility of the Offeror. Additional rows and columns may be added as needed.

The remainder of this section contains specific instructions concerning how Offerors are to address and submit the various cost worksheets that are included in the Excel workbook, RFP Attachment 3, Cost Schedules. Total cost of ownership will be calculated based on the multi-year cost as reflected on the Summary Presentation Schedule.

Worksheet 1 – Summary Presentation Schedule

This schedule shall include all costs proposed by Offerors presented in the requested format. The Consulting Services Costs shall be taken from the referenced lines on Schedule 2 Consulting Services by Position. The Other Cost Components shall be taken from the referenced line on Schedule 3 Other Cost Components.

Worksheet 2 – Consulting Services Cost Schedule

This schedule shall include for each proposed position: the proposed rates for each fiscal year, the proposed hours by month, subtotaled hours by fiscal year, subtotaled cost by fiscal year, grand total hours for the project, and grand total cost for the project. For positions where part of the work will be done on-site (at an all-inclusive rate) and part will be done remotely (at a lower rate with no travel), the position should be broken out onto two rows to distinguish these hours. The schedule also includes subtotals for each work group, and totals for all consulting services. Proposed positions shall be grouped into the most appropriate staffing category by work group consistent with the template. The Implementation Services category presents separate work groups for:

- Project Management,
- Functional Team,
- Technical Team, and
- Change Management and Training Team.

This schedule includes multiple formulas to arrive at the various subtotals and totals requiring Offerors to take extra care to ensure that all formulas are correct on the submitted Cost Schedules. Additional rows may be added as needed.

Positions and hours to be provided via a subcontract agreement with Infor Consulting Service should be integrated and grouped into the appropriate Implementation Services categories as described above. However, those positions and hours provided by ICS should be clearly identified as to indicate the level of effort and timing of ICS' role in the Offeror's implementation approach. Should the Offeror choose to supplement Infor CloudSuite expertise through subcontract with a provider other than ICS, those positions and hours should likewise be clearly identified in Worksheet 2.

Worksheet 2 should also detail those positions and hours related to the Offeror's incremental coordination and integration of Sherpa implementation activities and must be clearly identified and separable.

Worksheet 2 should also detail those positions and hours related to the Offeror's delivery of the complex reports/queries. The total of which is estimated to be 7,500 hours across both phases. Offeror's may divide this amount equally across each phase or adjust as needed. The total amount of hours is capped for the purposes of this response at 7,500 hours. The position and hours must be clearly identified and separable. Work effort related to addressing delivered

reports and queries shall not be included or comingled with those related to complex reports/queries.

Assumptions and other information necessary for State personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions in the Narrative Cost Response, Tab 3 of the Cost Proposal.

Worksheet 3 – Other Cost Components

Offerors should utilize this schedule to describe and reflect any additional necessary costs being proposed that were not reflected previously. Each cost component should include a description of the cost component, the cost basis for the component, and the proposed cost of the component. Additional rows may be added as needed. Assumptions and other information necessary for State personnel to thoroughly understand the proposed cost components should be submitted as cost assumptions in Tab 3 of the Cost Proposal.

Worksheet 4 – Labor Rates Schedule

Although the State will not reimburse the Offeror on a "time and materials" or "not to exceed" basis for project deliverables, it may be necessary to make scope changes that require assistance in areas not anticipated for which the State may consider a time and materials payment arrangement.

For these purposes, the Offeror shall provide all-inclusive (travel and all other expenses included) billing rates for a range of different skill areas using this schedule, and a set of rates for work done remotely with no travel expense included. Offerors may propose the same rate for all years for a given personnel category or for all personnel categories, but the State is asking for one rate for each personnel category for each fiscal year.

The Offeror is required to provide rates for the roles that it proposes for the project (including key personnel) and any roles that the Offeror anticipates might be needed to address needs. The Offeror is free to add as many additional rows as needed to list other project roles with their associated hourly rates.

The Offeror's Labor Rate Schedule will be used to determine a blended hourly rate to apply to the 20,000 hours pool to be associated with the contract to serve the purpose of addressing previously unidentified needs or additional opportunities that the implementation provides. This cost will be included in the calculation of cost. The Offeror would only access this pool through written approval of the State Project Manager. The State and the Offeror shall define a process by which the request, approval, and use of these hours may take place.

Worksheet 5 – Payment Schedule

Offerors shall complete a proposed Deliverables Payment Schedule (including retainage) using the format provided. Rows may be added as needed. It is not the intention of the State to make payments that are purely time-based; payments should be tied to the acceptance by the State

of agreed project deliverables. Offerors shall ensure that the proposed cumulative gross payments for each month do not exceed the cumulative value of the service hours proposed for the corresponding month, excluding the cumulative value of deliverable payments for Other Cost Components from this determination. Tab 3, Narrative Cost Response, or an addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable State personnel to thoroughly understand the proposed Deliverables Payment Schedule. The grand total of deliverable-based payments shall equal the total project cost shown on Schedule 1.

Worksheet 6 – Optional Costs

Offerors should use this schedule to describe and reflect any optional products or services presented in the proposal. 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 the ERP software implementation per the RFP and model SOW. 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.

If there were costs associated with any options discussed in RFP Section 4.9, Alternative Proposal, Offeror may present those optional costs separately in this worksheet. These costs will not be included in the Total Project 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 per the Scope of Services. Each cost component should include a description, the basis for each of the cost components, and the proposed cost of the component.

6.0 Evaluation and Contract Award

This RFP is issued to provide a comparative evaluation of similar approaches 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 irregularities, 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 presentations. Offerors who are selected as finalists will make a presentation 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 (for whatever reasons), 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 this 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 possible based on the following items:

A. Project Approach and Methodology (325 Points)

Offeror with the highest rating may receive up to 325 points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Clarity and completeness of proposed approach and methodologies to meet the specifications and schedule defined in this RFP;
- Fit of the proposed approach and methodologies with the State, the Luma Project objectives, and achievement of enterprise operational transformation; and
- Inclusion of innovative approaches, methods, and/or tools that can accelerate benefit achievement to the State, improve project execution, reduce project risk, and increase project success;

B. Proposed Project Team Experience (325 Points)

Offeror with the highest rating may receive up to 325 points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Quality of proposed project team experience and references;

- Previous experience in similar role with successful SaaS implementation at similar, preferably public sector, clients;]
- Previous experience in public sector;
- Previous experience with Infor CloudSuite modules to be implemented; and
- Previous experience with proposed methodologies.

C. Firm Qualifications/Experience (250 Points)

Offeror with the highest rating may receive up to 250 points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Quality of firm references;
- Stability of company business and financials;
- Successful SaaS implementations/services at similar, preferably public sector clients; and
- Compliance with the State contractual terms and conditions.

D. Cost (100 Points)

Offeror with highest rating will receive 100 points. Points shall be assigned based on the method below:

- The responsive bid with the lowest quoted cost of the overall system implementation will receive the maximum points possible.
- Remaining bids will receive points in accordance with the following formula:

(a / b) x c = d

a = lowest cost proposal in dollars
b = cost of proposal being evaluated
c = maximum points possible (100)
d = number of points allocated to Offeror

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.
- Offeror presentations – Finalist Offerors will present their approach and team to the SEC. The State reserves the right to conduct interviews of key personnel.
- Second evaluation of proposals – The SEC re-scores proposals of the Finalist Offerors, incorporating additional information from presentations and other evaluation activities.
- Evaluation of cost proposals – The RFP Lead will calculate Cost points using the formula provided in Section 6.2. 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.
- Presentation to Governance Board – Following final scoring of proposals by the SEC, the recommendation of the SEC will be presented to the Governance Board for review of the procurement process.
- 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 – Following selection of the systems integration vendor, the State Controller will execute the formal ERP software solution contract on behalf of the State of Idaho. The ERP Software Implementation contract will be executed shortly thereafter. The Offeror shall have no contractual rights until the Contract has been executed by the State Controller.

6.4 References

Offerors are required to provide three (3) references of similar scope and scale to that of Project Luma. 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.

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 ☐ No ☐	Project Scope: (Either in Production or in the Implementation Process)	Budget: ☐	In Production: ☐
Contact Name:			Financials: ☐	In Production: ☐
Contact Position:			Procurement: ☐	In Production: ☐
Contact Phone Number:			HR: ☐	In Production: ☐
Contact Email Address:			Payroll: ☐	In Production: ☐

Client Reference # 2				
Client Name:		Project Timeframe: (e.g. May 2014 – December 2016)		
Number of Employees:				
Public Sector?	Yes ☐ No ☐	Project Scope: (Either in Production or in the Implementation Process)	Budget: ☐	In Production: ☐
Contact Name:			Financials: ☐	In Production: ☐
Contact Position:			Procurement: ☐	In Production: ☐
Contact Phone Number:			HR: ☐	In Production: ☐
Contact Email Address:			Payroll: ☐	In Production: ☐

Client Reference # 3			
Client Name:		Project Timeframe: (e.g. May 2014 – December 2016)	
Number of Employees:			
Public Sector?	Yes ☐ No ☐	Project Scope: (Either in Production or in the Implementation Process)	Budget: ☐ In Production: ☐
Contact Name:			Financials: ☐ In Production: ☐
Contact Position:			Procurement: ☐ In Production: ☐
Contact Phone Number:			HR: ☐ In Production: ☐
Contact Email Address:			Payroll: ☐ In Production: ☐

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

Offeror Name: _____

Person Submitting Proposal: _____

Signature: _____

Date: _____

6.5 Offeror Presentations

The State reserves the right to, but is not obligated to, request and require that Finalist Offerors provide a formal presentation of their Proposal 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 respond to additional instructions as provided by the State. Offeror presentations will be used by the SEC to obtain additional clarity and understanding of the Finalist Offerors' proposals and contribute to a second round of evaluation and scoring activities.

Offerors should plan for an in-person presentation at a designated State facility in Boise, Idaho. The State may require in-person interviews of key personnel. Responses become an official part of the proposal and will be evaluated. Any costs incurred by an Offeror associated with presentations 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 Contractor 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 services 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 Governance Board (defined in Attachment 11) who shall, within five (5) business days, schedule a meeting to review the challenge application. The Governance Board 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 of the Governance Board, in whole or in part, or issue his own order, which shall be the final agency decision.

RFP Attachments

Attachment 1: Model Statement of Work

ERP services Offerors should download the Word file containing the Model Statement of Work from https://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.aspx.

Attachment 2: Interfacing Scope

Prospective Offerors may obtain a copy of the Excel file with a list of the currently identified software systems and their interfaces by sending an e-mail with such request to luma@sco.idaho.gov.

Attachment 3: Cost Schedules

Offerors should download the Excel file containing the cost schedules from https://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.aspx.

The cost schedules must be submitted in Excel and PDF formats per the instructions in Section 5.4.

Attachment 4: 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. Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name in the proposal. 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 270 days after the due date for receipt of proposals.

Contract Terms and Conditions. Offerors should carefully review Sections 2.11 and 4.10 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 4.10. 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. 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.

20. 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. The State will honor the contractor's reasonable claim of exemption under the Act. If the State honors a claim of exemption, the State requires that the contractor defend a challenge of the claim and that the contractor pay the any costs or judgments against the State if the contractor's defense of the claim is unsuccessful. The approved state terms is below:

21. Public Records. Pursuant to Idaho Code title 74 chapter 1, records received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents that it desires to keep exempt as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim and pay all expenses incurred by the State in connection with such request. The State will not accept a legend or statement on one (1) page that all, or substantially all, of a document is exempt from disclosure.

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 goods or services (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 one times the total value of the resulting contract. The final limitation amount is deemed to represent a reasonable representation 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 performing services under the Contract, (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.

30. 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.

31. 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.

32. Right to Assurance. Whenever the State has reason to question the Offeror's intent to perform, the State may demand that the Offeror give written assurance of Offeror's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the State may treat this failure as an anticipatory repudiation of the contract.

33. 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.

34. Contractor Personnel. Contractor shall 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. The State may, in its sole discretion, require that Contractor reassign or otherwise remove from performing services under the Contract, any staff member, Subcontractor, or Subcontractor staff member reasonably found unacceptable to the State. In the performance of the contract, all contractor personnel shall be required to comply with State of Idaho Controller's Office policies as if they were a state employee.

35. 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 or an individual delegated authority in writing by the State Controller.

Terms of Payment.

36. Fixed Fee Payment. As full and complete compensation for all work performed for the State under the Contract, the State shall pay the Contractor the costs set forth in the accepted Deliverable Payment Schedule based on the response to Attachment 3, Cost Schedules and in accordance with this section. The payment schedule may be modified from time to time pursuant to the provisions of the subsection 41, Change Orders. The State shall not be liable for any expenses the Contractor pays or incurs or any charges or costs billed to the State under the Contract unless set forth in the Contract. Except as set forth in the Contract, the Contractor shall supply, at its sole expense, all staff, equipment, tools, materials or supplies to accomplish the work to be performed pursuant to the Contract.

37. Payment Schedule. The Contractor shall submit invoices based on the accepted Deliverable Payment Scheduled. The State shall not be liable for payment before acceptance of each deliverable according the accepted Deliverable Payment Schedule. The time period of payment pursuant to Idaho Code section 67-2303 shall not begin until the State accepts each deliverable.

    The State shall accept or reject deliverables as set forth in written acceptance plans approved by the parties or, if not addressed in an approved plan, in a reasonable time. The State, in its discretion, may require written documentation of deliverable invoice items as a condition of payment. If the State requests written documentation substantiating an invoice item, the item shall be severed from the invoice until the State approves the item and the State shall not be liable for payment prior to approval.

38. Retainage. The State shall retain ten percent (10%) of the amount due on each deliverable in the accepted Deliverables Payment Schedule. The State shall release ninety percent (90%) of the Retainage upon successful achievement and acceptance of each Phase as indicated in Section 3.5, Project Timing, or as modified and agreed. The State shall retain the remaining ten percent (10%) of each Phase's Retainage as additional Retainage. The Retainage for the final Phase and the additional Retainage shall be paid to Contractor upon the State's acceptance of the deliverables in the accepted Deliverables Payment Schedule.

39. Resolution of Disputes. If the Department and the Contractor are unable to reach a mutually agreeable resolution of a dispute, either party may reduce the disputed issue to writing and deliver the notice of dispute to the other party with a request for resolution. The request for resolution shall be accompanied by supporting information including, but not limited to, a description of the issue with citations to the Contract requirements applicable to the issue, and a clear statement by the requesting party of the party's interpretation of the issue and the basis for its suggested resolution of the issue. If the Project Management Office and the Contractor are unable to resolve the matter within fourteen (14) calendar days, the Project Management Office shall refer the issue to the State Controller and the Project Executive of the Contractor. The Project

Management Office and the Contractor may provide additional information to the State Controller and the Project Executive of the Contractor in the time period and in the manner established by the State Controller and the Project Executive of the Contractor or, if no time is established fourteen (14) calendar days. After reviewing the request for resolution, supporting information, and additional information provided by the Project Management Office and the Contractor, the State Controller and the Project Executive shall work in good faith to resolve the issue. If the State Controller and the Project Executive of the Contractor are unable to resolve the issue within fourteen (14) calendar days following the deadline to submit additional information, the State may initiate the payment remedies set forth in subsection 40, Payment Remedies.

40. Payment Remedies, In addition to any remedies available to the State under law or equity and after the conclusion of the dispute resolution process set forth in subsection 39, Resolution of Disputes, the State may at its sole discretion require one (1) or more of the following payment remedies if any of the Contractor's services or products do not conform to Contract requirements: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements at no additional cost to the State; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to subcontract all or part of the service at no additional cost to the State; (4) withhold payment or require payment of actual damages caused by the deficiency; (5) secure products or services and require payment of the costs of such products or services or deduct the costs of such products or services from payments to the Contractor.

41. Change Orders.

    a. Issuance of Change Requests. At any time, either party may in writing request changes within the scope of the Contract (a "Change Request").

    b. Costs Arising from a Change Request. Upon submission, the Contractor shall advise the State in writing of any cost and schedule impacts arising from the Change Request. When there is an increase or decrease in costs to the State, Contractor shall advise the State in writing of the increase or decrease involved, including a breakdown of the number of staff hours by Contractor and the State personnel needed to effect the change. In no event shall the costs be increased, nor shall the schedule be extended in a Change Order to correct errors or omissions in Contractor's Proposal or deliverables.

    c. Contract on Change Order. The parties shall negotiate in good faith and in a timely manner as to the price for Change Requests and the impact on the schedule of any Change Request. If the parties reach an agreement on a Change Request and a change order is executed by authorized representatives of the parties, the terms of this Contract shall be modified accordingly. The authorized representative of the State shall be as defined in subsection 35, Contract Amendment and Modification. If the parties are unable to reach agreement on a Change Request, either party may

initiate the dispute resolution process set forth in subsection 39, Resolution of Disputes.

42. Termination. Upon termination by the SCO, Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) place no further orders or requests of subcontractors for materials, services, or facilities; (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice; (d) assign to the SCO, in the manner and to the extent directed by the SCO, all right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (e) with the advance approval of the State, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the Contract; (f) promptly deliver or otherwise make available to the SCO all data, reports, estimates, summaries and such other information and materials as may have been accumulated or created by Contractor in performing the Contract, whether completed or in process, not previously provided to the SCO, except as such information and materials are required to be kept by Contractor by law. Upon termination by the SCO, the State may take over the services and may award another party, including subcontractors to the Contractor, a contract to complete the services contemplated by the Contract. Upon termination for cause, the State shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach.

Attachment 5: Response Checklist

Offerors should use this response checklist to review how their response aligns with required elements prior to submission. Inclusion of these items does not ensure that a proposal shall be deemed responsive. However, failure to meet these requirements will likely result in determination that an Offeror's proposal is non-responsive.

Primary Reference	Response Items
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 through September 30, 2019
Section 4.2 Section 5.2	Transmittal letter signed by an individual authorized to contractually obligate the Offeror
Section 4.2.8	Transmittal letter includes Acknowledgement of Amendments
Section 4.8	List all assumptions made in preparing proposal response (no pricing data)
Section 4.10	Itemized response to any exceptions to State terms and conditions (i.e., no blanket exception)
Section 5.2	Statement that all cost assumptions have been disclosed
Section 5.2	Acknowledgement that all costs not identified but subsequently incurred will be borne by the Offeror
Section 4.4.1 Section 6.4	Completed and signed reference form
Attachment 3	Cost schedules submitted in both Excel and PDF formats per RFP instructions

Attachment 6: State of Idaho To-Be Business Process Maps

ERP software Offerors should download the PDF file containing the to-be business process maps from https://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.aspx.

Attachment 7: Select Functional Scripts

ERP software Offerors should download the PDF file containing the Functional Scripts from https://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.aspx.

Attachment 8: State of Idaho System Requirements

Prospective Offerors may obtain a copy of the system requirements with fit responses provided by Infor by sending an e-mail with such request to luma@sco.idaho.gov.

Attachment 9: Deliverable Outline Template

The Offeror shall use the following format for completing deliverable outlines. Offerors may add required information to the template. All deliverable outlines must be reviewed and approved by the State prior to work commencing on the deliverable.

Deliverable Document Number:	
Deliverable Name:	Phase:
Description: Short description of the purpose and scope of the deliverable.	
Format: Microsoft Word Document	
Descriptive Outline: Provide an outline of the contents of the deliverable. Those topics where there may be a chance of misinterpretations must include a short description providing additional information to support understanding during the review and approval of the outline by the State's Project Manager.	
Acceptance Criteria: Defines the acceptance criteria for the deliverable.	

Attachment 10: Systems Modernization Study – Business Case Analysis Report

The complete Systems Modernization Study – Business Case Analysis Report is available for download from the State Controller's Office website at https://luma.sco.idaho.gov/Pages/Idaho-ERP-Software-Implementation-RFP-Information.aspx.

Attachment 11: 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.

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

Comparable Size and Complexity – US only entities with an annual budget of at least $4 billion or a minimum of 10,000 full-time employees or both.

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.

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.

Key Personnel – Offeror team personnel (either from primary services provider or any subcontractor) designated as required per Section 2.14 Offeror Personnel and as identified in the Offeror's response per Section 4.5 Tab 5 – Services Firm Project Team Experience.

Governance Board – The second layer of project oversight consisting of members from a representative group of State Agencies that are the primary stakeholders of budget planning, financial management, procurement, payroll, and human capital management services. The Governance Board will provide leadership and guidance to the Project Team and be chaired by the Chief Deputy Controller.

Lead Sponsor – The State Controller serving as chairperson of the Leadership Council (i.e., project sponsors).

Leadership Council – The Project Sponsors will form a Leadership Council with the State Controller acting as the chair. The primary roles of the Leadership Council are to guide the strategic vision, ensure adequate funding, and remove major project roadblocks.

Luma - The name of the project and future software system for the State of Idaho. Luma is a word based on the Latin origin of lumin, meaning "to shine light on" or "to make clear".

Offeror – Any person, corporation, or partnership that chooses to submit a proposal in response to this RFP.

Offeror Team – represent the primary services provider and any subcontracted entities included to provide specialized services or skills necessary to complete the proposed implementation approach and associated post-implementation support.

Platform-as-a-Service (PaaS) – Technical delivery model for the ERP Solution whereby software and hardware are centrally hosted and managed in a dedicated off-premise infrastructure. The software can be licensed through a lump-sum purchase or via a subscription. For this RFP, the PaaS model also includes comprehensive managed application services for all system and business applications and tools.

Primary Software Solution (PSS) – The suite of software products serving as the foundation of the integrated ERP solution.

Primary Services Provider (PSP) – Firm providing the implementation services; likely the Offeror responding to this RFP.

Project Sponsors – The Governor, the State Controller, the Senate Pro Tempore, and the Speaker of the House.

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 ERP 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 or PaaS 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 Governance Board or its designees to perform the evaluation of Offeror proposals and provide numeric scoring of all proposals.

Subcontractor – Any person, corporation, or partnership that will assist the Offeror in fulfilling the proposed offering in response to a contract award.