



STATE OF IDAHO

**DIVISION OF PURCHASING
FOR THE
STEM Action Center**

REQUEST FOR PROPOSAL

**Marketing and Website Maintenance
RFP Event 427**

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RFP ADMINISTRATIVE INFORMATION

RFP Title:	Marketingand Website Maintenance
RFP Project Description:	Services including but not limited to: Marketing, Branding (Agency and Programmatic), Graphic Design, Advertising, Public Relations, Digital Services (Photography, Videography as needed, etc.) and Website Management.
RFP Lead:	Thayne Pearson, Purchasing Officer Idaho Division of Purchasing 650 W. State St. Room 100 Thayne.pearson@adm.idaho.gov 208-332-1605
Submit electronically via IPRO:	Electronic Submission: IPRO Powered by LUMA
Pre-Proposal Conference Date/Time:	June 12, 2024, at 2:00pm Mountain Time
Pre-Proposal Conference Location:	Virtual via Microsoft Teams
Deadline to Receive Questions:	June 20, 2024, at 11:59:59p.m. Mountain Time
RFP Closing Date:	See IPRO Header Document
Public Opening Date:	10:30 a.m. Mountain Time, the following business day after closing
Initial Term of Contract and Renewals:	One (1) years. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is five (5) years.
THE ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE'S STANDARD CONTRACT TERMS AND CONDITIONS WILL NOT APPLY TO THE CONTRACT(S) THAT RESULT FROM THIS SOLICITATION.	

1 OVERVIEW

1.1. Purpose

The Division of Purchasing (DOP), on behalf of the Science, Technology, Engineering and Math (STEM) Action Center (STEM AC), is seeking qualified vendors to provide the following services: Marketing, Branding (Agency and Programmatic), Graphic Design, Advertising, Public Relations, Digital Services (Photography, Videography, etc.) and Website Management.

1.2. Definitions

- 1.2.1. **STEMAC** – STEM Action Center
- 1.2.2. **OSBE** – Office of the State Board
- 1.2.3. **SDE** – State Dept. of Education
- 1.2.4. **BSU** – Boise State University
- 1.2.5. **CWI** – College of Western Idaho
- 1.2.6. **ISU** – Idaho State University
- 1.2.7. **UI** – University of Idaho
- 1.2.8. **LCSC** – Lewis Clark State College
- 1.2.9. **CEI** – College of Eastern Idaho
- 1.2.10. **NIC** - North Idaho College
- 1.2.11. **CSI** - College of Southern Idaho

1.3. Background Information

Mission Statement

Providing coordination for statewide STEM education and activities to enhance opportunities for educators, students, communities, and employers in their work to build a competitive Idaho workforce and economy through STEM and computer science education.

Vision Statement

A diverse STEM-literate workforce that meets the changing needs of Idaho employers and supports the long-term economic prosperity of Idaho.

Idaho STEM Action Center

The Idaho STEM Action Center is committed to ensuring equitable access to STEM pathways for all Idaho's students, educators, and communities. In our efforts, equity begins with recognizing disparities in Idaho: access and awareness gaps for students, inconsistencies in training and support resources for educators, and economic inequalities within Idaho's communities- and providing opportunities for Idahoans to realize their full potential by overcoming these barriers.

1.4. Resulting Contract

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

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

- Solicitation Instructions for Vendor
- Standard Contract Terms and Conditions

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

2 QUESTIONS

2.1. Restrictions on Communications

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

2.2. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time as indicated in Section 1, page 1 of this RFP. This will be your opportunity to ask questions, in person, with the STEM AC staff. All parties interested are invited to participate either by attending the conference or by an established call in number. Those choosing to participate must pre-register to receive phone conferencing and meeting details by submitting the completed **Attachment 1 - Pre-Proposal Conference Registration Form** via email to the RFP Lead. Parties interested are asked to register by June 11, 2024. Any oral answers given by the State during the pre-proposal conference are unofficial and will not be binding on the State. Conference attendance is at the participant's own expense.

2.3. Questions

2.3.1. This solicitation is issued via the State's e-Procurement system, IPRO ([IPRO Powered by LUMA](#)). The RFP Lead is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, amendments will be posted at IPRO. It is the responsibility of parties interested in this RFP to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to IPRO to be valid.

2.3.2. Questions or other correspondence must be submitted in writing to the RFP Lead (see contact information in the RFP Administrative Information, page 1). **QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATIVE INFORMATION.**

2.3.3. Written questions must be submitted using **Attachment 2 - Offeror Questions**. Official answers to all written questions will be posted on IPRO as an amendment to this RFP.

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

2.4.1. Vendors must submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 2 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

2.4.1.1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).

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

2.4.1.3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

- 2.4.2.** In the event that a Proposal contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 3 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. The State will not consider any modifications or exceptions that are not identified specifically on Attachment 3.
- 2.4.3.** The State has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. See **Appendix A - Idaho Terms and Conditions Background and Limitations**. Pursuant to IDAPA 38.05.01.084.e, the State may only negotiate non-material modifications or exceptions. Modifications or exceptions which the State determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Proposal on the State's acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror's Proposal being found non-responsive, after which it will receive no further consideration.
- 2.4.4.** Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of the State; however, the State shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in the State finding the Proposal non-responsive.
- 2.4.5.** Except as otherwise provided within the Solicitation, the State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1. General Instructions

- 3.1.1.** Proposals must be submitted electronically, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time. If multiple submissions are received, only the latest timely submission will be considered.
- 3.1.2.** Alternate proposals are not allowed.
- 3.1.3.** All electronic files must be in Microsoft Word or Excel format; the only exception is financials, brochures or other information only available in an alternate format.
- 3.1.4.** It is mandatory to submit your Proposal electronically via IPRO, all Offerors participating in this Solicitation must establish an account in the IPRO system, as it is necessary in order to process and/or award the resulting Contract(s). Establishing an account is free and only takes a few minutes.

3.2. Trade Secrets

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

- 3.2.1.** Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”
- 3.2.2.** Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.
- 3.2.3.** Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name.

3.3. Electronic Submission

- 3.3.1.** Electronically submitted Proposals must be submitted through IPRO, at [IPRO Powered by LUMA](#). When submitting through IPRO, enter your Cost in IPRO as "\$0," and UPLOAD YOUR TECHNICAL PROPOSAL, SEPARATE COST PROPOSAL, AND ALL OTHER REQUIRED SUBMITTAL ITEMS. Remember to submit an additional redacted version of the proposal if you have identified trade secrets.

- 3.3.2.** Vendors are strongly encouraged to begin the process of submitting the response far enough in advance of the End Time to allow for resolution of technical difficulties. Be advised that the state is not responsible for a Vendor's failure to timely submit a responsive submission due to any technical or technological difficulties. See IDAPA 38.05.01.61.02.

- 3.3.3.** Submitting via IPRO, be advised that the Offeror for Proposal evaluation and award purposes is the entity profile under which the Proposal is submitted in IPRO, which must be the same legal entity presented in the uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Proposal in IPRO, the information provided on the Signature Page prevails.

- 3.3.4.** Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

4 PROPOSAL FORMAT

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

4.1. Table of Contents

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

4.2. Format

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

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

4.3. Evaluation Codes

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

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

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

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

5 PROPOSAL REVIEW, EVALUATION, AND AWARD

5.1. Overview

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

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

5.1.2. Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 7)	200points
Organization and Staffing (Section 8)	100points
Scope of Work (Section 9)	400points
Oral Presentations or Demonstrations (if conducted)	200 points
<u>Cost Proposal</u>	<u>300 points</u>
TOTAL POINTS	1,000 points
<i>Total Points with Oral Demonstrations (if conducted)</i>	<i>1,200 points</i>

5.2. Technical Proposal

5.2.1. The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by the State, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

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

5.2.3. The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest raw technical score will receive all available Technical Points:700 points. Other Proposals will be assigned a portion of the maximum available Technical Points, using the formula:

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

5.3. Demonstrations

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

5.3.2. The scores for the Oral Presentations/Demonstrations will be normalized as follows: The Oral Presentation/Demonstration with the highest raw score will receive all available Oral Presentation/Demonstration Points:200 points. Other Offerors will be assigned a portion of the maximum available Oral Presentation/Demonstration Points, using the formula:

$$200 \quad X \quad \frac{\text{raw score of Oral Presentation/Demonstration being evaluated}}{\text{highest raw oral presentation/demonstration score.}}$$

5.4. Cost Proposal

5.4.1. The Cost Proposal will only be opened and evaluated for the top three (3) Offerors who receive the highest number of total normalized points.

5.4.2. The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on lowest total cost in Table Three. The Proposal with the lowest total cost in Table Three proposed will receive all available Cost Points:300 points. Other Proposals will be assigned a portion of the maximum available Cost Pointsusing the formula:

$$300 \quad X \quad \frac{\text{Lowest Total Cost in Table 3}}{\text{Overall Total Cost in Table 3 being evaluated}}$$

5.5. Responsibility

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

5.6. Award

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.**The award of the contract will be made in the budget of the agency.**

6 MANDATORY SUBMISSION REQUIREMENTS

The technical proposal begins with the mandatory items identified in this list and the following sections.

NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.

- (M) Signature Page: All Proposals must be submitted with a state supplied Signature Page, attached separately in IPRO. For electronically submitted Proposals, submit a completed, scanned signature page. For manually submitted Proposals, the signature page must contain an ORIGINAL HANDWRITTEN signature executed in INK OR AN ELECTRONIC SIGNATURE and be returned with the relevant Solicitation documents. Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal
- (M) Cover Form: Complete, sign, and submit **Attachment 4, Cover Form**.
- (M) Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See IDAPA 38.05.01.52.
- Section 7:** Provide response to all (M) and (ME) sections, and any other required submittal items
- Section 8:** Provide response to all (M) and (ME) sections, and any other required submittal items
- Section 9:** Provide response to all (M) and (ME) sections, and any other required submittal items
- (ME) Cost Proposal: Provide your cost information on the form provided in **Attachment 5, Cost Proposal**. Submit the Cost Proposal in a separately uploaded file or separately sealed envelope.
- Redacted copy of Technical Proposal and list of Trade Secret redactions, as detailed in **Section 3.2**.
- Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

7 BUSINESS INFORMATION

7.1. (ME)Business Profile

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

7.1.1 Provide the name, address, and telephone number of your agency. Include the physical location, along with a list of satellite offices and affiliates.

7.1.2 Provide a brief company history. Include the date your agency or business was organized or created.

7.1.3 Outline your general agency/client philosophies (goals and objectives). Address your customer service policy and response time.

7.2. (ME) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP.

7.2.1. Offerors current agency qualifications detailing the ability to effectively handle STEM AC's marketing, advertising, communication, and promotional needs.

7.2.2. Provide a list of current and former clients for whom the Offeror has worked with contracts similar in size and scope to the services outlined in this RFP.

7.2.3. Understanding of STEM AC's Programs and Services

Demonstrate your agency's understanding of Idaho STEM Action Centers' needs and efforts to address those needs.

7.3. (M)Organizational Chart

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

7.4. (ME)Demonstrated Success

Provide the following specific data demonstrating previous success:

7.4.1. Work/Product Samples

Provide at least one (1) sample and not more than three (3) samples of your agency's work for clients that are similar in size and scope to the services outlined in this RFP. Provide a brief narrative describing your agency's role in the provided sample work.

7.4.2. Case Histories

Provide two to three (2-3) brief case histories that illustrate the Offeror's ability and experience with the target markets of businesses and job seekers including the unemployed, underemployed, disadvantaged adults, youth, dislocated workers, education, and training providers.

7.5. (E) Customer Satisfaction

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

7.6. References

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

8 ORGANIZATION AND STAFFING

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

8.1. (ME) Project Lead

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

8.2. (ME) Key Personnel and Qualifications

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

8.3. (M) Subcontractors

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

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

9 SCOPE OF WORK

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

9.1 (ME) Public Relations and Communications Services

Designing, development and coordination of public information and online promotional programs. The Contractor must:

- 9.1.1 Provide publicity for special events and projects;
- 9.1.2 Partnership with Communications Manager;
- 9.1.3 Develop and distribute media alerts for pre-event coverage within timelines and parameters outlined in the PSO Process for each event/project;
- 9.1.4 Develop and distribute press releases or media alerts for post-event coverage;
- 9.1.5 Pitch pre-event interviews and coordinate resulting bookings;
- 9.1.6 Attend the event and help engage media;
- 9.1.7 Forward photo selects and localized versions of the release to relevant media outlets;
- 9.1.8 Provide clips of any resulting media coverage. (approximately one (1) every other month, six (6) total)
- 9.1.9 Partnership with STEM AC Communications Manager;
- 9.1.10 Create written announcements related to STEM AC activities directed by STEM AC Executive Director;
- 9.1.11 Develop a statewide press release;
 - 9.1.11.1 Create numerous localized versions of it;
 - 9.1.11.2 Distribute the releases to relevant news media outlets; and
 - 9.1.11.3 Provide clips of any resulting media coverage. (approximately one (1) activity per month, twelve (12) total)
- 9.1.12 Attend team meetings, virtually or in person as directed by STEM AC, and provide updates to STEM AC team on current directives and ongoing projects.

For each Section above, describe how you will provide the required services to the STEM AC. Include any relevant information, samples, links, examples or any other information necessary to adequately cover how your firm will address each individual need. Proposals must include at least one (1) sample for each of the sections above.

9.2 (ME) Website and Digital Tool Development:

Contractor must meet the following requirements:

- 9.2.1** Partnership with the Communications Manager and Operations Officer, manage and oversee STEM AC website development and maintenance using Word Press or required webservices set by the Idaho State IT Department.
- 9.2.2** Website Maintenance compliant with the State of Idaho Theme as provided by and customized for STEM AC.
- 9.2.3** Maintain ongoing page updates and coordinate with State IT department and Access Idaho as directed by STEM AC.
- 9.2.4** Attend team meetings, virtually or in person as directed by STEM AC, and provide updates to STEM AC team on current directives and ongoing projects.
- 9.2.5** Perform duties in partnership with and under supervision of STEM AC Communications Manager and Operations Officer.
- 9.2.6** Schedule, attend and facilitate meetings with STEM AC team as needed to update webpages, provide current services as directed, gather information on needs, workload, and all future projects.
- 9.2.7** Advise on best practices for visual representation and website content.
- 9.2.8** Present web-designs to team members for approval prior to execution.
- 9.2.9** Respond to comments and requests from team members and adjust webpages/website, if necessary, within a minimum of twenty-four (24) hours, or sooner if required.
- 9.2.10** Troubleshoot any known website issues, work with other Agency partners to resolve issues and notify STEM AC progress and resolutions in accordance with the requirements outlined in Appendix A – Service Level Agreement.
- 9.2.11** Contractor must work with graphic designer to enhance page displays.
- 9.2.12** Ensure ADA compliance with content and website layout.
- 9.2.13** Must adhere to STEM AC policy and procedures.
- 9.2.14** Attend one on one meetings with Executive Director and any staff meetings as assigned.

For each Section above, describe in a document or a narrative how offeror will provide the required services to the STEM AC.

9.3 Website Technical requirements:

- 9.3.1** Contractor must utilize a content management system that is approved by STEM AC. WordPress is the state standard and the current version 3 of the templates are designed specifically for WP. <https://webmaster.idaho.gov>
- 9.3.2** The Website must be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.
- 9.3.3** The Contractor must operate on a network offering the necessary performance to meet the requirements and enhance or upgrade as required to maintain performance.

- 9.3.4** The Contractor must be responsible for all equipment, labor, and services necessary to set-up and maintain the support of the Website.
- 9.3.5** The Website must log all activities.
 - 9.3.5.1** All logs must be kept for a minimum of thirty (30) calendar days or as defined by STEM AC.
- 9.3.6** The Contractor must maintain the Website for continuity and data integrity.
- 9.3.7** The Contractor must maintain all the data; however, STEM AC must have full access to change any of the content as needed.
- 9.3.8** Content created for the Website must be approved by STEM AC prior to public release.
- 9.3.9** The Contractor must be able to respond to needs for additional capacity without performance degradation as STEM AC's needs scale.
- 9.3.10** The Website must respond to all user interaction within three (3) seconds unless otherwise approved by STEM AC.
- 9.3.11** The Website must be accessible from an Internet connected device and support the three (3) most current versions of the following web browsers:
 - 9.3.11.1** Google Chrome;
 - 9.3.11.2** Mozilla Firefox;
 - 9.3.11.3** Internet Explorer; and
 - 9.3.11.4** Safari.
- 9.3.12** The Contractor must have automated processes or resources in place to ensure malware is detected and prevented.
- 9.3.13** Prior to the end of the final contract period, or upon earlier request, the Contractor must return to STEM AC all data held by Contractor in its performance of the Contract, in a format and in a manner as designated by STEM AC; and must certify that any and all copies of data, including back up and disaster recovery, will be destroyed.
- 9.3.14** The Contractor must retain all data for a specific duration based on State of Idaho retention policies found at: <https://history.idaho.gov/records-center/idaho-records-center-retention-schedules/>
- 9.3.15** The Contractor must ensure that anti-virus, anti-phishing, and other software that prevents malicious code or data penetrating STEM AC websites.
- 9.3.16** The Website must be compatible with and optimized for mobile devices (Android and Apple IOS).
- 9.3.17** STEM AC will provide access to the STEM AC-owned domains for the Contractor to use as the portal for the Website for the duration of the contract.
- 9.3.18** The Contractor must update the Website with STEM AC provided content as requested. STEM AC estimates that the Website require maintenance twice (2) a month, but updates to content a minimum of twice (2) a week.
- 9.3.19** The Contractor must utilize website data collected to provide analysis and trend identification.

- 9.3.20** The Contractor must provide all design, website architecture development and technical requirements including but not limited to coding, content management system development, plug-in integration and search engine optimization for the website as directed by STEM AC and ITS. The Contractor must advise STEM AC when necessary, on tech requirements, plug-ins, etc.
- 9.3.21** The ability to design and develop other web-based tools, including but not limited to, interactive media and apps.
- 9.3.22** The Contractor must advise STEM AC and provide website and digital tool best practices and functionality, including but not limited to user experience, design, architecture, development, and integrations with other technology solutions as directed by STEM AC.

9.4 (ME) Graphic Design requirements:

Contractor must meet the following requirements:

- 9.4.1** Advises on best visual representational practices
- 9.4.2** Responsible for the visual style of STEM AC designs used in advertising campaigns and public relations and determines how best to represent visual messaging for every STEM AC project.
- 9.4.3** Presents designs to team members for approval
- 9.4.4** Work with STEM AC team members and departments to create artwork, images, and informational graphics that clearly communicates the importance and impact of the Idaho STEM AC and its mission.
- 9.4.5** Creates and sets graphic standardization and usage guidelines
- 9.4.6** Produces sketches and illustrates icon and figures/or uses online resources
- 9.4.7** Secures photographic images and selects the most appropriate
- 9.4.8** Designs trade show and event materials and banners
- 9.4.9** Designs logo concepts and final designs
- 9.4.10** Produces storyboards and wireframes
- 9.4.11** Works with printers and digital vendors for final output
- 9.4.12** Creates digital material for social media, website and email campaigns and online video shorts for tutorials and FAQ's

Describe in detail offerors plan for meeting or exceeding these requirements. Offeror may supply up to three (3) examples of previous graphic designs.

9.5 (ME) Required Reporting

The Contractor must provide the following updates/Reports. STEM AC may add additional reporting requirements as necessary throughout the term of the resulting contract.

- 9.5.1 Provide team meeting updates
- 9.5.2 Attend one-on-one meetings with supervisor(s)
- 9.5.3 Support any other reports/updates as requested by STEM AC staff

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

9.6 Agency Responsibilities

STEM AC will be responsible for:

- 9.6.1 Provide the contractor a workspace, if applicable;
- 9.6.2 Schedule the staff meetings and one-on-ones with STEM AC staff

9.7 Idaho Printing Preference

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

ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE REGISTRATION FORM

RFP Event 427 Marketing and Website Maintenance

PRE-PROPOSAL CONFERENCE	Wednesday June 12, 2024, at 2:00pm Mountain Time
STEM	RFP Event 427 Marketing, Branding, Design, Advertising, PR & Digital Services, and Website Maintenance

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

Potential Offerors choosing to participate in the Pre-Proposal Conference **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead at thayne.pearson@admi.idaho.gov. After the RFP Lead receives your form and the registration deadline passes, you will be provided with phone conferencing and meeting details. Please indicate in the appropriate column if your attendance will be by phone. Attendees are asked to register for the Pre-Proposal Conference no later than 5:00 pm, **Mountain Time**, Tuesday June 11, 2024.

PLEASE PRINT:

Name	Company	Email Address	Phone Number	By Phone

ATTACHMENT 2 – OFFEROR QUESTIONS

RFP Event 427 Marketingand Website Maintenance

Instructions:

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

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

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

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

RFP Event 427 Marketingand Website Maintenance

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

RFP Event 427 Marketing and Website Maintenance

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

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

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

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception	Response

ATTACHMENT 4 – COVER FORM

RFP Event 427 Marketingand Website Maintenance

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

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

Requirement	Response
Offeror’s corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror’s Tax Identification Number	EIN:
Offeror’s DUNS Number	DUNS:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.4 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in Section 1.4 and the Special Terms and Conditions in Appendix?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror understand and agree that for breach or violation of	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.</p>	
<p>Firm(s) and/or staff responsible for writing the Proposal</p>	<p>Names:</p>
<p>Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Signed By: _____

Printed Name: _____

Date: _____

ATTACHMENT 5 – COST PROPOSAL

RFP Event 427 Marketing and Website Maintenance

(ME) Attachment 5, Cost Proposal must be completed and submitted with your Proposal. The Offeror must provide a fully burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies. Quantities in Tables One and Table Two are for evaluation purposes only and do not reflect anticipated contract amounts. No minimum or maximum quantities and amounts are guaranteed or implied.

Budget

The award of this contract will be set budget amount that STEM AC has for this fiscal year. The budget may fluctuate from year to year, depending on STEM AC’s needs and funding. No minimum or maximum dollar amount is guaranteed or implied.

TABLE ONE - Offerors must take the hourly cost and multiply it by the estimated quantity of hours. (Example: \$100 x 60 = \$6,000)

Category of Work	Hourly Cost	Estimated Quantity of Hours*	Fully Burdened Hourly Rate
Public Relations and Communications Services: Assisting and preparing press releases, announcements, publicity for special events, developing media alerts, etc.	\$	60	
Website and Digital Tool Development: manage and maintain website and ensure compliance with State of Idaho and ADA compliance	\$	60	
Graphic Design: Design and production of art for events, flyers, website, etc.	\$	60	
Administrative Services: Read over and correct proofs, assist with the various media and media platforms, attend STEM AC meetings and provide updates, etc.	\$	60	
TABLE ONE TOTAL COST			

TABLE TWO – Offerors must provide a Flat Fee and Commission Percentage for Media Placement Purchases. If Offeror does not have any Flat Fees associated with Media Purchases, enter \$0.00 in the **Flat Fee to Perform the Work** column. A cost per hour **will not** be allowable for media placement purchases. Total Cost offeror must subtract Flat Fee from the estimated budget amount, then multiply it by offeror’s commission percentage. (Example: (\$10,000 – \$100.00) x 0.10 = \$990)

Media Placement Purchases	Budget Amount for Evaluation Purposes Only	Flat Fee To Perform the Work	Commission Percentage	Total Cost (Budget – Flat Fee) X Commission
Broadcast	\$10,000	\$	%	\$
Digital	\$10,000	\$	%	\$
TABLE TWO TOTAL COST				\$

TABLE THREE - Offeror must take Table One Total Cost and add it to Table Two. The added total must be submitted here in Table Three. Quantities in Tables One and Table Two are for evaluation purposes only and do not reflect anticipated contract amounts. No minimum or maximum quantities and amounts are guaranteed or implied.

TOTAL COST FOR TABLE ONE AND TABLE TWO	\$
---	----

Company Name: _____

Name of Individual submitting bid: _____

Phone: _____ Fax: _____

E-mail: _____

APPENDIX A – IDAHO TERMS AND CONDITIONS BACKGROUND AND LIMITATIONS

RFP Event 427 Marketing and Website Maintenance

Idaho Terms and Conditions – Background

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

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

Termination – Costs of Re-procurement

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

Termination – Fiscal Necessity

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

Anti-Discrimination/Equal Employment Opportunity

Many of the Idaho agencies served by the Division of Purchasing receive federal funding that is subject to a requirement concerning a pass-through to vendors of the obligation to comply with federal civil

rights and anti-discrimination laws. The pass-through obligation may extend beyond the specific federal funds to all agency contracts. Variation of this term is not offered to prevent a breach of the State of Idaho's obligations under its agreements with the United States.

Taxes

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

Indemnification

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

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

Public Records

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

Assignments

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

not been approved by the Idaho Board of Examiners. The State of Idaho Standard Terms and Conditions provision concerning assignment cannot be varied in a way that allows assignment without approval of the Administrator and the Idaho Board of Examiners.

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

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

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

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

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

Payment Terms

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

Limitations of Liability

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

APPENDIX B – REPORTS

RFP Event 427 Marketing and Website Maintenance

Monitoring and Reporting of service level – the contractor must monitor performance and produce service level reports, as requested by STEM AC

Report or Form	Required by RFP Section #	Description	Submitted to	Frequency	Date Due
Website Analytics		Provide website data on visitors. Tracking, reviewing, and reporting on website activity.	Communications Manager or Operations Officer	Monthly	
Media Coverage		Provide an overview of everything that was written about a STEM AC, brand, or individual program	Communications Manager or Operations Officer	Monthly	
Web Accessibility Evaluation Tool/Checker		Use of a tool to ensure website accessibility	Communications Manager or Operations Officer		
Public relation metrics (KPI)		Measurement tracking performance on projects/programs and PR effectiveness	Communications Manager or Operations Officer	Monthly	

APPENDIX C – SPECIAL TERMS AND CONDITIONS

RFP Event 427 Marketingand Website Maintenance

1. ADDITIONS OR MODIFICATIONS TO PERSONNEL WORKING ON THE ACCOUNT

- 1.1. The following restrictions shall govern modification to the key personnel working on this Contract:
 - 1.1.1. If during the term of the Contract, the Contractor wishes to replace an individual listed as responsible for servicing or working on this account, the Contractor must first provide the proposed individual's resume and obtain written approval from STEM AC.
 - 1.1.2. Any individual replacing STEM AC account personnel for any reason must have qualifications that meet or exceed those of the replaced personnel.
 - 1.1.3. STEM AC shall have the right to request the participation, removal or addition of any agency staff member to meet, discuss or work on the account; the Contractor must comply with such a request within fourteen (14) calendar days.

2. REPORTING REQUIREMENTS

Contractor must report monthly analytics to Communication Manager and Operations Officer

3. QUALITY ASSURANCE

- 3.1. The Contractor must develop a Draft Quality Assurance Plan that documents the process to be used in assuring the quality of services provided. The final Quality Assurance Plan is due within thirty (30) calendar days after Contract execution.
- 3.2. The Contractor must conduct weekly meetings with STEM AC staff either by phone, video conferencing or in-person to discuss the status of each project.
- 3.3. The Contractor must obtain final approval by the Contract monitor or other authorized STEM AC employee as designated by the Contract monitor before public release for any materials created.

4. BILLING PROCEDURE

The Contractor must submit an invoice twice a month, on the 1st and 16th of each month to STEM AC Financial Officer. No invoice will be accepted or paid without receipt of a detailed accounting of the contractor providing service on each invoice and the number of hours contributed by the contractor. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

- 1 IPRO contract number (and name of project/product, if appropriate); and agency purchase order number, if applicable.
- 2 Identification of the billing period.
- 3 Total amount billed for the billing period.

- 4 Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate.
- 5 Name of authorized individual/contact information for Contractor.

Invoices and invoice description reports must be submitted to:

Stephanie Lee
Idaho STEM Action Center
802 West Bannock Street, Suite 900
Boise, ID 83702
finance@stem.idaho.gov

5. BUDGET

The estimated annual budget for this contract is not to exceed forty-five thousand dollars (\$95,000) per year. The budget may fluctuate from year to year, depending on STEM AC's needs and funding. No minimum or maximum dollar amount is guaranteed or implied.

6. DATA

The Contractor who accesses or uses STEM AC's or any other state agency data for research purposes must adhere to state and federal law.

7. WORK PRODUCT OWNERSHIP

STEM AC shall retain all ownership rights in any information or materials provided to the Contractor by the STEM AC for purposes of this Contract. Additionally, all documents, reports, memoranda, summaries, presentations, surveys, and any other materials of any kind created by Contractor pursuant to this Contract ("Intellectual Property") shall be the exclusive property of the STEM AC and shall not be disclosed by Contractor to any third party without the prior, written consent of STEM AC. To the extent that any Intellectual Property constitutes a "work" within the meaning of the U.S. Copyright Law, 17 U.S.C. § 101, et seq., it shall be a "work for hire." Provided, however, that in the event the Intellectual Property is not a "work for hire", the Contractor hereby assigns to the STEM AC all the Contractor's rights of copyright in the Intellectual Property.

8. CONFIDENTIALITY

8.1 The Contractor, its employees, agents and representatives must not disclose or cause to be disclosed to any third party any information of any type, including, but not limited to, marketing plans, marketing information, marketing projections, marketing timetables, operation methods, specifications, know-how, techniques, manuals, market research (written and unwritten), proprietary business information, sensitive research and statistics deemed confidential, which may be given or shown to or to which the Contractor will be granted access by STEM AC. This does not include any information which is:

8.1.1 approved for release by STEM AC with written authorization; or

8.1.2 disclosed pursuant to a requirement of a governmental agency or disclosure is required by operation of a law.

8.2 The Contractor must advise all its employees, agents, subcontractors, or representatives working on any aspect of this contract of this obligation.

8.3 Any and all reports, analyses and data, whether statistical or otherwise, transmitted to the STEM AC by Contractor shall become the property of the STEM AC for such uses as STEM AC shall deem appropriate and shall not be disclosed to any person without prior written consent of the STEM AC. In addition, except as may be required by applicable law or in any governmental or judicial proceeding or inquiry, and then only upon timely notice to the STEM AC, Contractor shall maintain strict confidence with respect to the STEM AC and all of its services under this Contract. The STEM AC may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. This obligation shall survive termination of this Contract.

9. COMMITMENTS

No commitments will be made on STEM AC's behalf without STEM AC's authorization, given in such form as STEM AC may designate. STEM AC reserves the right to modify, reject, cancel, or stop any and all plans, schedules, or work in progress. In the event that the Contractor takes immediate steps to carry out all STEM AC instructions, STEM AC agrees to assume liability for all commitments authorized by STEM AC and will reimburse the Contractor for any direct documented costs sustained by the Contractor.

10. FAULT

If there is a fault made by the Contractor, necessitating the reworking or correction of a product in any way, STEM AC will not be responsible for the cost. The Contractor is held responsible to provide outcomes, as agreed to by both parties in each PSO and as directed by STEM AC.

If STEM AC re-directs or makes a mistake in direction in the PSO, STEM AC will bear the cost of the correction by the Contractor. In addition, if STEM AC decides to change the terms of a PSO in progress, STEM AC will be held responsible for the work provided to date, and the Contractor may re-negotiate the PSO, if needed. The ultimate deciding party as to whom is at fault will be STEM AC.

11. REMEDIES

Remedial Action. In addition to any remedies available to the State under law or equity, the State may at its sole discretion require one (1) or more of the following remedial actions if any of the 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; (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) engage a third party to perform work within the scope of work under the Contract, remove items from the scope of work, and adjust payment to the Contractor to reflect the reduced scope of work; (6) secure products or services and deduct the costs of products or services from payments to the Contractor pursuant to section 24 of the State of Idaho Standard Contract Terms and Conditions, Patents and Copyright Indemnity; or (7) terminate the Contract pursuant to section 2 of the

State of Idaho Standard Contract Terms and Conditions, Termination, and section 24 of the State of Idaho Standard Contract Terms and Conditions, Patents and Copyright Indemnity.

Additional Remedy. The failure of the Contractor to modify or remove all or a portion of the Websites as directed by the State would cause irreparable injury and, therefore, the State shall be entitled to injunctive relief in addition to any other remedy.

12. RECORDS AND AUDITS.

12.1 The Contractor shall maintain a complete file of all records, documents, communications and other written materials that pertain to the delivery of goods or services under this Contract and shall maintain such records for a period of five (5) years after termination of this Contractor final payment, whichever is later, or for such further period as may be necessary to resolve any matters that may be pending.

12.2 The Contractor shall permit the STEM AC or any duly authorized agent of the STEM AC to audit, inspect, examine, excerpt, copy or transcribe the Contractor's records during the term of this Contract and for a period of five (5) years following termination of this Contractor final payment, whichever is later, to assure compliance with the terms of this Contract to evaluate Contractor's performance under this Contract. The Contractor shall also permit the STEM AC or its agent to monitor all activities conducted by it pursuant to this Contract. As the monitoring agency may determine in its sole discretion, such monitoring may include internal evaluation procedures, examination of data, special analyses, on-site checks or other reasonable procedures.

13. AUTHORITY

The Contractor has no authority to enter into contracts or Contracts on behalf of the STEM AC. This Contract does not create a partnership between the parties and nothing contained in this Contract shall be interpreted to create an employer- employee, master-servant, or principal-agent relationship between the STEM AC and Contractor in any respect.

14. CONTRACTOR'S PERFORMANCE

All work done by the Contractor shall be of the highest professional standard and shall be performed to the STEM AC's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Contractor, with the STEM AC being interested only in the results obtained. STEM AC and Contractor agree that Contractor is an "Independent Contractor" as defined by law as to all work performed under this Contract.

15. EFFECT OF TERMINATION

Upon termination by the STEM AC, the Contractor shall: (a) promptly discontinue all work, unless the termination notified otherwise; (b) promptly return to the STEM AC any property provided by the STEM AC pursuant to this Contract; and (c) deliver or otherwise make available to the STEM AC all data, reports, estimates, summaries and such other information and materials as may have been prepared or accumulated by the Contractor in performing this Contract, whether completed or in process. Upon termination by the STEM AC, the STEM AC may take over the work and may award another party a contract to complete the work contemplated by this Contract. Notwithstanding a termination, the Contractor's obligations, if any,

to provide follow-up services on work currently in progress shall remain in effect until such services are completed. to the other party at the other party's address. Either party may change its address by giving notice of the change in accordance with this paragraph.

16. INSURANCE REQUIREMENTS

Within five (5) business days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful Bidder or Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your Bid or Proposal to be declared non-responsive or for your Contract to be cancelled.

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

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

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

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

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

16.2.1 Bidder or Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Bidder or Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State of Idaho will consider the request. If the Bidder or Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids or Proposals, the State of Idaho may not consider the request.

16.3 Workers Compensation Insurance and Employer's Liability: Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

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

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

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

Each occurrence - \$3,000,000

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

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

Technology Professional E&O - \$3,000,000 (Only applicable for Vendors supplying IT consulting services)

16.5 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the agency and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.

16.5.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

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

- 16.6 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.
- 16.7 Endorsement: Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.
- 16.8 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.
- 16.9 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.

APPENDIX E – SERVICE LEVEL AGREEMENT

RFP Event 427 Marketing and Website Maintenance

MANDATORY MINIMUM REQUIREMENTS

ANY SERVICE LEVEL AGREEMENT PROPOSED MUST MEET THE MINIMUM REQUIREMENTS OUTLINED IN THIS ATTACHMENT.

Reliability

The websites must be available 99.99%, 24 hours per day, 7 days per week.

Change and Release Management

Any changes exceeding the permissions of end users, to include planned service outages, maintenance, or new or updated services must be coordinated with and approved by STEM AC in advance. All outages for maintenance must be approved in advance by STEM AC.

Incident Priority and Response

Service issues reported to Contractor will be categorized and responded to according to the following:

Outage Priority	Impact	1st Live Response	Relief/Temporary Fix	Resolution	Root Cause Analysis Report to STEM AC
Critical	Critical functions impacted	30 minutes from initial report	2 business hours from initial report	2 business days from initial report	2 business days after resolution if requested
High	Multiple non-critical functions impacted	1 hour from initial report	4 business hours from initial report	3 business days from initial report	10 business days after resolution if requested
Low	Single non-critical function impact	4 business hours from initial report	1 business day from initial report	5 business days from initial report	N/A

Incident and Problem Management

Incident: Website is not operating as designed.

The Contractor must report website functionality incidents to STEM AC. The Contractor must provide STEM AC a single phone number and/or email to report High or Critical-Priority Incidents. Contractor must provide a single point of contact for duration of incident, and post-incident must provide a single point of contact when requested for Root Cause Analysis with STEM AC.

When more than one (1) critical outage occurs in a twelve (12)-month period, the Contractor must assign a Problem Manager to engage with STEM AC and ITS until root cause analysis is completed and causal problems are mitigated.

Monitoring and reporting of service level

The Contractor must monitor performance and produce service level reports, as requested by STEM AC.