

The State of Idaho
Office of the Secretary of State

Request for Proposal (RFP) for:

Voter Registration and Election Management System Solution

Proposals must be delivered to:

Idaho Secretary of State

RFP: Voter Registration and Election Management System Solution

Nicole Fitzgerald

Chief Deputy Secretary of State

700 W. Jefferson St., Room E205

Idaho 83720-0080

**Proposals are due NO LATER THAN: December 6, 2024
4:00 p.m. MST**

Questions regarding this RFP should be directed to:

Nicole Fitzgerald

Chief Deputy Secretary of State

Idaho Secretary of State

700 W. Jefferson St., Room E205

Idaho 83720-0080

Email: RFP@sos.idaho.gov

Phone: (208) 332-2862

Phil McGrane
Secretary of State

Nicole Fitzgerald
Chief Deputy Secretary of State

Table of Contents

SECTION ONE – EXECUTIVE OVERVIEW	4
Background.....	4
Procurement Office Contact Information	5
Schedule	5
Assistance to Individuals with a Disability	5
Notice Provided – Idaho Secretary of State’s Website	6
Questions and Requests for Clarification.....	6
Preproposal Conference or Site Inspection	6
Offer Held Firm.....	6
Offeror Responsible for All Costs	6
Proposal Submission Deadline	6
Amendment and Withdrawal of Proposals	6
Proposal Opening – Late Proposals Rejected.....	7
News Releases	7
Attempt to Influence Prohibited	7
Definitions	7
SECTION TWO – SCOPE OF WORK	7
Voter Registration and Election Management System Solution Requirements.....	7
Licensing	10
Secondary Software / Related Solutions, Fees and Licenses	10
Location of Work / Travel	10
SOS Furnished Property and Services.....	10
SECTION THREE – PROPOSAL	11
Proposal Preparation and Submittal	11
Proposal Format and Submittal Instructions	11
SECTION FOUR – PROPOSAL EVALUATION.....	17
Award	17
Evaluation Criteria	17
Cost Proposal Evaluations – Reciprocal Preference	20
Clarifications of Proposals – Discussions.....	20
Right of Rejection.....	20
Presentations and Demonstrations	20
Best and Final Offers.....	20

Negotiations..... 21
Notice of Intent to Award 21
Contract Approval..... 21
SECTION FIVE – CONTRACT INFORMATION 22
Idaho Contractual Requirements – Background..... 22

SECTION ONE – EXECUTIVE OVERVIEW

Background

The Idaho Secretary of State, one of Idaho's seven constitutionally elected state officers, is dedicated to ensuring the integrity and accessibility of the state's electoral process, maintaining accurate and comprehensive business records, and preserving official state documents.

The authority of the Secretary of State's duties and powers is prescribed by the Idaho Constitution and Idaho Statutes, particularly Idaho Code §67-903.

In addition to these primary responsibilities, the Secretary of State actively participates in the governance and oversight of several key state boards, commissions, and programs, including:

- The State Board of Land Commissioners
- The State Board of Examiners
- The State Board of Canvassers (as Chairman)
- The Idaho State College Savings Program Board
- The Code Commission (as Secretary)
- The Deferred Compensation Board

The vision of the Secretary of State's office is building trust in government, fostering democracy.

As Idaho's chief election officer, the Secretary of State is responsible for maintaining uniformity in the application, operation, and interpretation of election laws. The county clerks of Idaho's 44 counties are responsible for administering elections for their county in accordance with the SOS direction. There are approximately 1,000,000 registered voters in Idaho. In addition to two Election Days, the state conducts early voting throughout Idaho, starting at least two weeks prior to each Election Day.

The intent of this RFP is to identify, acquire, and implement an integrated system to manage Voter Registration and Election Management including:

1. Election Management (EM)
2. Online Voter Registration and Voter Registration database (OVR)
3. Election Night Reporting (ENR)

The intent of the State is that the Vendor will provide an integrated Voter Registration and Election Management System Solution, or Solution Component(s) thereof, that can be integrated to create a seamless, comprehensive Voter Registration and Election Management System Solution. Any requirements to render the system fully operational must be provided. The State expects that all related costs, direct and indirect, will be included in the Proposal. The State will consider a Singular Solution from one vendor or a set of Solution Components from multiple vendors that utilize modern technology in a

transparent, secure, and cost-effective manner. The optimal solution will integrate with preexisting components as applicable. These areas of integration are identified in the matrix of system/component requirements.

Procurement Office Contact Information

The Chief Deputy Secretary of State is the point of contact for this RFP. Offerors shall direct all communications regarding this RFP to:

Nicole Fitzgerald
 Chief Deputy Secretary of State
 Idaho Secretary of State
RFP@sos.idaho.gov
 (208) 332-2862
 PO Box 83720
 Boise, Idaho 83720-0080

NOTE: Engaging in unauthorized communication or seeking to obtain information about an open solicitation with any state employee or official other than the responsible procurement officer or designee is sufficient grounds for the dismissal of a bidder’s response.

Schedule

The Secretary of State anticipates the following schedule:

Date	Action
October 28, 2024	Release of RFP
November 11, 2024	Written Questions from Offerors Due by 4:00 P.M. MST
November 18, 2024	Issuance of Response to Inquiries
December 6, 2024	Deadline for Proposals: Due by 4:00 P.M. MST
A detailed schedule outlining dates for subsequent activities noted below will be released post-General Election	
	Evaluation of Proposals
	Selected Vendors Invited to Provide Demonstration
	Vendor Demonstrations
	Notice of Intent to Award
	Target Contract Execution
	Target System Implementation

Assistance to Individuals with a Disability

Contact the procurement officer as soon as possible if an individual with a disability needs assistance with the RFP, including any events in the RFP schedule, so that reasonable accommodations can be made.

Notice Provided – Idaho Secretary of State’s Website

This RFP and any related amendment and notices will be posted on the Idaho Secretary of State website. Offerors are responsible for checking this website to obtain all information and documents related to this RFP at: <http://sos.idaho.gov/rfp>.

Questions and Requests for Clarification

Offerors should carefully review the RFP, including all attachments. Questions or requests for clarification must be submitted via email to RFP@sos.idaho.gov in writing by the deadline identified in the RFP schedule. Include a reference to the applicable RFP section or subsection.

Responses to questions and requests for clarification will be distributed as a solicitation amendment, unless the questions can be answered by referring the offeror to a specific section of the RFP.

Preproposal Conference or Site Inspection

The Secretary of State will not hold a preproposal conference or site inspection for this RFP.

Offer Held Firm

Offerors must hold proposals firm for at least 180 days from the deadline for receipt of proposals. The Secretary of State may send a written request to all offerors to hold their offer firm for a longer period of time.

Offeror Responsible for All Costs

Offeror is responsible for all costs associated with the preparation, submittal, presentation, and evaluation of any proposal.

Proposal Submission Deadline

An offeror is responsible for ensuring that electronic copies of its proposal are received by the Secretary of State prior to the deadline for receipt of proposals identified in the RFP schedule (see Section One). A solicitation amendment will be issued if this deadline is changed.

Proposals will be secured and held unopened until the deadline for receipt of proposals. As proposals are received, they will be archived in a separate email folder and saved electronically at the SOS office. An offeror may contact the procurement officer to inquire whether its proposal has been received.

Amendment and Withdrawal of Proposals

Offerors may amend or withdraw proposals prior to the deadline for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Secretary of State’s request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made, and the Secretary of State may permit withdrawal.

Proposal Opening – Late Proposals Rejected

A public opening will not be held. At the specified date and time, each proposal will be opened in a manner to avoid disclosure of the contents to the competing offerors. Proposals delivered after the posted deadline will be rejected.

News Releases

Offerors shall not make any news releases related to this RFP without prior approval of the Secretary of State.

Attempt to Influence Prohibited

Offerors must not give or offer to give anything to a state employee or official that might influence or appear to influence procurement decisions. Suspected attempt to influence may lead to dismissal of the offeror’s submission.

Definitions

For the purposes of the RFP, the acronyms are as follows:

COTS	Commercial Off The Shelf
KPI	Key Performance Indicators
MST	Mountain Standard Time
NLT	No Later Than
PM	Project Management
RFP	Request for Proposal
SLA	Service Level Agreement
SME	Subject Matter Expert
SOS	Secretary of State
UAT	User Acceptance Testing
SIT	Situational Testing Environment
PROD	Production Environment
DEV	Development Environment

SECTION TWO – SCOPE OF WORK

Voter Registration and Election Management System Solution Requirements

Solution Expectations – Any solution offered should be a configurable COTS solution and have been commercially available for a minimum of one year. Additionally, the vendor(s) should have the ability to prove that the solution has been successfully implemented in one or more states or like government entity, as well as provide at least three references.

Requirements – The SOS has developed a Requirements Matrix (Attached) to describe the requirements for the desired Voter Registration and Election Management System Solution. Proposers should refer to this attachment for a detailed description of the required and desired features and functionality. The solution must be implemented with a minimum of all requirements rated with a priority of “Core”, or a specific exception listed. However, these requirements are not considered to be exhaustive and comprehensive. The

implementation of the system shall allow the SOS's office to be in compliance with all laws and administrative rules. The Requirements are intended to address system functionality associated with the following uses:

1. **State Voter Registration Database:** The Secretary of State's office is required to maintain a statewide voter registration system. This system must keep the records of all registered voters within the state of Idaho. Voter registration is updated and maintained at the county level and stored in the statewide database. This database must also be able to identify voter eligibility based on addressing information in relation to district boundaries. The database is constantly being maintained and updated. It must provide tools for adding new voters, removing inactive voters, and tracking voter participation information. The database must allow the Secretary of State's office to collect, manage, analyze, and report on voter rolls, reporting anomalies, and district/precincts. The system must be able to process voter registration information submitted online or in paper form and manage all voter registration information, including voter eligibility and history. The solution should be accessible to Idaho voters in a device-agnostic environment and allow for user registration, editing, and vote status checking. It must also aid in the determination of voter eligibility and recording of voter history. Finally, the solution must provide a secure voter registration database with the ability to drive detailed analytical reporting.
2. **Election Management:** This provides the Secretary of State's office and County Clerks with the ability to manage all elections (i.e., statewide primaries, special and/or general elections, local and/or county elections) from a single system. This includes using the voter registration information to determine eligibility, assign ballots, process absentee, early, and election-day voting, manage polling locations, track voter participation, produce needed reports, and manage and track logistics of the administration of elections. The system should also allow for petition processing.
3. **Election Night Reporting:** While election night reporting (ENR) is not a core functionality of the solution, the SOS wants to understand vendor capabilities for ENR. Any ENR solution must allow the Secretary of State's office to integrate with Idaho's current set of approved tabulation vendors in an online environment. The vision is to provide online election results processing that is refreshed continuously by the system. The solution must provide results that are easy for the voting public to understand, be available to anyone, and be device agnostic.

All solutions must comply with the integration and interface requirements discussed below:

1. **Integrations:** The selected solution will be required to integrate with third-party vendor applications, other state agency databases, and the ePollBooks used by election officials in counties throughout Idaho on election day.
2. **Interfaces:** The selected vendor(s) will assist the SOS's office staff in identifying and documenting any necessary interface requirements and developing interface strategies. These strategies will include a definition of the tools and protocols that will be used in developing interfaces and be responsible for detailing the

documentation and maintenance requirements to ensure successful operation. The selected vendor will provide design options within an interface plan.

The Requirements are structured in the following categories:

1. General
2. Election System
3. Change Control Management
4. Security & Compliance
5. Architecture & Hosting
6. Reports

SOS desires to capitalize on key learnings to optimize system security and capability as well as business processes associated with ongoing system operations.

1. **General Requirements** tab focuses on structure and content of vendor's contract with SOS and their relationship with sub-vendors, as well as documentation and training, customer support processes and infrastructure, project management, and account management that will be provided to SOS. The desired outcome is:
 - a. Clarity of expectations, communication, roles and responsibilities across vendor, sub-vendor(s), and SOS; and
 - b. Clear accountability across the chain of suppliers involved in executing the Voter Registration and Election Management System Solution for SOS.
2. **Election System Requirements** tab focuses on functionality expected to be resident in the Voter Registration and Election Management System Solution, including: voter, district and precinct information, election setup and management, voter registration process, online voter access, election system reports, voter list maintenance, absentee voting, early and election day voting, voter support and history, petitions, candidate filing, user access and security, user interface, system administration, security and document control, system workflow, poll worker management and inventory management. The desired outcome is to ensure the solution will provide features and functionality that will meet the State of Idaho and all of Idaho's Counties' election management needs.
3. **Change Control Management Requirements** tab focuses on change control processes and procedures, including: controlling changes to systems, code, UAT / SIT / Production environments, testing, bug fixes, patches, enhancements and upgrades. The desired outcome is to ensure compliance with industry-standard expectations and practices for executing system changes.
4. **Security & Compliance Requirements** tab focuses on security policies, procedures and practices, including: BCDR, security data management, security compliance, security access control, incident management, governance and risk management, data protection, encryption, cybersecurity management, role-based user security and configuration, physical and personnel security, auditing and authentication. The desired outcome is to ensure compliance with industry-standard security expectations and practices for information technology and cloud-based systems.
5. **Architecture & Hosting Requirements** tab focuses on database, system and cloud architecture, including: maintenance, database architecture, server platform / operating system, browser support, product / solution dependency, reliability and availability,

performance, capacity and scalability, authentication, security and access control, redundancy, high availability, structure, system conversion, system integration and hosting. The desired outcome is to:

- a. Minimize redundancies resulting from sub-optimal architecture
 - b. Provide visibility to schema and structure of the solution and cloud architecture
 - c. Ensure the solution meets performance expectations
 - d. Ensure system conversion and integration will be optimized
6. **Reports Requirements** tab focuses on type of reports required, including: general reports requirements, absentee ballot reports, e-pollbooks reports, voter information reports, petition reports, election night reporting, election management reporting, voter roll download, role-based user interface reports, auditing and security and compliance reports. The desired outcome is a reporting function that:
- a. Is easy to use
 - b. Provides comprehensive reports
 - c. Provides often-requested and often-used reports
 - d. Keeps the public informed on election night

Licensing

The selected vendor(s) will provide the SOS with an unlimited user, perpetual license for the solution. A complete copy of all source code shall be provided, or placed in escrow, for the Secretary of State, for emergency and maintenance purposes.

For the purpose of estimating the cost of concurrent user licensing, please use the following guidelines:

▪ Election Night Reporting Module	100 Users
▪ Election Management Module	300 Users
▪ Online Voter Registration Module	Unlimited Users

Secondary Software / Related Solutions, Fees and Licenses

In the event that vendor specifies, utilizes, or prefers a software or service that is outside of the solution and that software or service is fee based, vendor shall specify the system or software, disclose the fees that would be required for SOS to implement the system and the likely number/type of licenses that would be required. Such solutions may be included as a component of the offeror's proposal.

Location of Work / Travel

The work is to be performed, completed, and managed at the vendor's location and as required, in the SOS's offices in Boise, Idaho. The SOS shall provide reasonable workspace for the vendor with prior notice of the vendor's travel plans.

SOS Furnished Property and Services

The SOS will provide reasonable workspace for the vendor staff when onsite, including: a) desk space, b) telephone access and c) network access. Vendor(s) shall take appropriate measures to ensure the safety of their employees, the public and property.

Additionally, the SOS will provide a primary Project Manager, and key project staff members who are Subject Matter Experts (SME's) assigned to the project.

SECTION THREE – PROPOSAL

Proposal Preparation and Submittal

The SOS discourages overly lengthy and costly proposals. An offeror must prepare its proposal using the prescribed proposal format and provide all the requested information; this will enable the proposal to be evaluated fairly and completely.

Proposals become property of the SOS.

Proposal Format and Submittal Instructions

1. **Format:** Each proposal will include a technical proposal and a cost proposal prepared in accordance with the following instructions:

Technical Proposal: Format the proposal with the following labeled sections

Section 1: Cover Letter

Section 2: RFP Amendments

Section 3: Requirements – please align to each Requirements tab noted above

Section 4: Company Qualifications and Background Information

Section 5: Open Records and Confidentiality

Cost Proposal: Submit in a separate email.

2. **Submission Instructions:** The SOS preference is to receive submissions electronically via email. Should offeror desire to provide hard copy submission, offeror shall clearly address all envelopes or packages as follows

IDAHO SECRETARY OF STATE

Attention: Nicole Fitzgerald

RFP: Voter Registration and Election Management System Solution

700 W. Jefferson St. E205

Boise, Idaho 83720

EMAIL: RFP@sos.idaho.gov

Technical Proposal Section One: Cover Letter

Proposals shall include a cover letter signed by an individual with the authority to bind the offeror that includes the following information:

1. The name of the offeror, name of the person to contact regarding the proposal, email address, telephone number and mailing address.
2. A statement that the offeror's proposal accurately describes the Voter Registration and Election Management System Solution and services being offered to the SOS.

3. A statement that the offeror has read and agrees to comply with the requirements stated in this RFP.
4. A statement indicating whether or not the firm or its employees have an apparent or actual conflict of interest, such as immediate family members employed by the State of Idaho, or any SOS or State employees with a financial interest in the firm.

Technical Proposal Section Two: RFP Amendments

Provide signed copies of all Solicitation Amendments issued by the SOS that were required to be acknowledged by offerors.

Technical Proposal Section Three: Requirements

Offeror must provide a point-by-point response to explain how the proposed solution will meet all the Requirements in each tab of the Requirements document as noted above.

1. Proposals must provide a summary response regarding vendor’s ability to meet the stated requirements, identify any issues or deviations impacting the ability to deliver the desired software solution, and explain why your solution is advantageous in the marketplace.
2. Proposals must provide the supporting documentation as requested in the Requirements and this RFP document.
3. Proposals must provide a response in the “Offeror Rating” column on each Requirements tab of the matrix utilizing one of the following ratings as to how your services or solution shall provide for each requirement:

Vendor Self-Rating	Description
4	Functionality found within the base product and requires no customization or configuration.
3	Functionality is in the base product but requires configuration with no additional costs.
2	Functionality requires customization. Provide proposed solution explanation next to each requirement in the "Offeror Notes/Requirement" column. Insert to Cost Proposal with a one-time cost estimate as follows: <ul style="list-style-type: none"> • Copy the Requirement number • Copy Requirement Description • Include name of which tab it references
1	Functionality is unable to be integrated into the proposed solution.

- a. Any Core Requirement with a rating of “1” will be considered nonresponsive to the Requirements of this RFP
4. Use the offeror Notes/Explanation fields of the Requirements tabs to describe
 - a. How your current or proposed solution meets or will meet each requirement

- b. Provide any additional technical details of your proposed solution that you feel the SOS should consider
5. The offeror should include a list of all functionalities contained in its proposed solution (as a part of the existing cost proposal) on the “Additional Features and Functions” tab of the Requirements Matrix. The offeror may identify those non-additional cost features and functions inherent in the software solution but not specifically included in the Requirements.
6. Value Added Features: The proposed solution may include value-added features. Value-added features include any functionality, products, services, optional modules, or upgrades not being part of the requirements in this RFP. If vendor(s) has any such value- add features that you believe the SOS would be interested in, please describe these additional products and/or modules and their perceived value to the SOS.
 - a. Offeror shall list the cost of value-added features separately in the cost proposal
 - b. The SOS shall not consider these costs as part of the cost evaluation scoring
 - c. The SOS reserves the right to include value added features from the proposals during final contract negotiations
7. Software Licensing: Proposals should describe the licensing required and licensing options for the proposed solution, including advantages of the various options. The offeror shall specifically outline the associated licensing and maintenance fees in the cost proposal.
8. Location of Work – Travel: Describe the location(s) work will be performed including any work-space requirements or travel included in your proposal.

Technical Proposal Section Four: Company Qualifications and Background Information

In this section, please provide an overview of your firm, background of experience and how you will approach implementing the Voter Registration and Election Management System Solution contemplated by this RFP.

1. Firm: Provide the following information:
 - a. Organization/date of incorporation
 - b. Ownership
 - c. Number of employees
 - d. Company headquarters and office location(s)
2. Organizational Chart: Provide your Company’s Organizational Chart – include names and titles of the current executive management team.
3. Company Description: Describe the general nature and type of services Vendor currently provides its customers.
4. Similar Projects: Describe any similar-sized re-platforming projects (completed or not) by Vendor within the last three (3) years, including the following information:
 - a. Key customer contact information
 - b. Original budget and final cost, with an explanation for any variances

- c. Effectiveness of implementation quality control
 - d. Original and actual project implementation dates, with an explanation for any variances
 - e. Whether the project was successfully implemented, and how the project met its objectives and any residual benefits/consequences
5. Project Management: Provide examples of project management methodologies, tools and templates your firm has used in previous projects that support offeror's ability to successfully implement the Voter Registration and Election Management System Solution contemplated by this RFP including:
- a. A proposed project schedule and set of deliverables that will be required
 - b. A detailed breakdown of offeror's expectations for State and/or County resources needed for the project such as:
 - Number of staff
 - Qualifications
 - Roles and responsibilities
 - Percentage of time for each resource
 - c. Potential project risks that could impact timely and fully successful completion of the project. Identify:
 - What measures will be taken to avoid or minimize these risks
 - What measures the State of Idaho can take to mitigate these risks
6. Project Team: Provide a chart that describes the organization of the proposed project team to implement the Voter Registration and Election Management System Solution contemplated by this RFP. Provide information for key project team members, including:
- a. Name, title, experience, certifications and description of anticipated work they will perform
 - b. Identify any vacant positions on the project team and describe how (e.g., recruiting for direct FTE, will use sub-vendor, etc.) and when those positions will be filled
 - c. If using sub-vendor(s), identify the name(s) of such sub-vendor(s) and portions of work they will perform
7. Security Policies/Procedures: Provide detailed documentation outlining security policies/procedures, best practices, and technologies that are implemented in the proposed service offering to increase security and mitigate risk.
8. M&A Activity: Provide history of acquisition, buyouts, or mergers with other entities for the past ten years.
9. Joint Venture: If submitting a proposal as a joint venture, offeror must submit a copy of the joint venture agreement that identifies the parties involved and its rights and responsibilities regarding performance and payment.
10. References:

- a. Provide three references for similar projects the offeror has completed. SOS may request up to seven additional references if the offeror is reasonably susceptible for award and is short-listed after the initial evaluation.
 - b. Offerors must include the name of a contact person, address, e-mail, and telephone number. Offerors are instructed to notify the reference that the SOS will be contacting them. Evaluation will be impacted if the SOS is unable to contact the reference or the reference does not provide, in a timely manner, the requested information. SOS reserves the right to contact other known customers.
11. Financials: Offeror shall provide financial information in such a manner that the SOS can reasonably formulate a determination about the stability and financial strength of the organization. The SOS may request reports on financial stability from independent financial rating services in order to further substantiate stability:
- a. Provide revenue for the last fiscal year and at least one of the following:
 - Audited financial statements for the most recent 3 years
 - A Shareholder Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm (the SOS reserves the right to contact the accounting firm if questions rise), or;
 - Tax returns and financial statements including income statements and balance sheets for the most recent 3 years and any available credit reports

Technical Proposal Section Five: Open Records and Confidentiality

The Idaho Public Records Act allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by an Idaho state agency, regardless of the physical form or character. All or most of the information contained in a responsive Proposal will be a public record subject to disclosure under the Public Records Law.

The Idaho Public Records Act contains certain exemptions. One exemption potentially applicable to part of the Proposal 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 any material provided in the Proposal is considered a trade secret, or otherwise protected from disclosure, the Offeror MUST so indicate by marking as "exempt" EACH PAGE containing such information. In addition:

1. 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 the Offeror deems a trade secret within each page noted as “exempt” 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 “exempt.”

2. Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in the Offeror’s Proposal; listed in the order it appears in the Offeror’s submittal documents, identified by page, section number and title, paragraph number (if applicable), and specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Agency'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 the Offeror’s position that the material be treated as exempt from disclosure and how exempting the material complies with the Idaho Public Records Law.
3. Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the file name “Redacted Trade Secrets.”

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

Cost Proposal: Must be submitted in a separate email clearly marked “Cost Proposal”

Cost proposals must provide a total proposed cost for completing the requirements of this RFP. Include a detailed itemization of the cost proposal (e.g. breakdown of the project costs, direct and indirect expenses, total number of hours at various hourly rates, overhead, travel, etc.)

Estimated and preliminary costs related to interfacing with various systems as outlined in the Requirements shall be included as a part of offeror’s proposal and may be negotiated as needed with the successful offeror.

All costs must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Provide costs associated with any Value-Added Features included in your proposal response. Provide details related to initial costs, reoccurring costs, and options.

Offeror must complete the Cost Proposal Attachment or prepare a cost proposal following the same format. In the Cost Proposal, offeror must itemize the costs associated with the requirements listed in the Requirements Matrix in accordance with offeror's self-rating as follows

Vendor Self-Rating	Description	Cost
4	Functionality found within the base product and requires no customization or configuration.	No additional cost
3	Functionality is in the base product but requires configuration with no additional costs.	No additional cost
2	Functionality requires customization. Provide proposed solution explanation next to each requirement in the "Offeror Notes/Requirement" column. Insert to Cost Proposal with a one-time cost estimate as follows: <ul style="list-style-type: none"> • Copy the Requirement number • Copy Requirement Description • Include name of which tab it references 	List the customization cost itemized per line item
1	Functionality is unable to be integrated into the proposed solution.	Considered non-responsive to Requirements

SECTION FOUR – PROPOSAL EVALUATION

Award

The SOS intends to award a contract to the responsible offeror whose proposal is determined to be responsive to the requirements of the solicitation and is determined to be most advantageous in consideration of the RFP evaluation criteria.

Evaluation Criteria

Summary of Proposal Evaluation Criteria

Total Evaluation Points: 1,000 Points

Proposals will be evaluated using a 1,000-point scale. The total evaluation score is the sum of the technical proposal evaluation score and the cost proposal evaluation score. After the initial evaluation, the evaluation committee may shortlist proposals that are reasonably susceptible for award. The final evaluation score will consider additional information received by the SOS, including discussions, demonstrations, presentations, reference checks, and best and final offers.

Initial Evaluation Criteria and Relative Weights

A. Technical Proposal Evaluation: 1000 Points

1. Information Technology Solution: 950 Points

Sub Criteria	Max Points	Description
General Requirements	125	Reviews the quality and comprehensiveness of provided documentation, the effectiveness of business processes, and the comprehensiveness and effectiveness of user training programs.
Election System Requirements	250	Evaluates how well the proposed system meets the functional requirements outlined in the RFP.
Change Management	125	Assesses the strategies and processes in place to manage changes to the system effectively. Evaluates the quality and availability of support services, including helpdesk, technical support, and implementation services.
Security & Compliance	200	Reviews the security measures implemented to protect data and ensure system integrity.
Architecture & Hosting	125	Assesses the technology stack used and its alignment with current industry standards, including scalability.
Reports	125	Assesses general reporting capabilities, election night reporting, voter roll downloads, role-based user reports and audit reports.

2. Experience and Qualifications: 50 Points

Sub Criteria	Max Points	Description
Combined Criteria	50	Assesses the offeror's past performance, relevant industry certifications, team qualifications, and feedback from project references.

Note: Technical proposals must receive at least 60%, or 600 points, of the total points available for the technical score to be considered responsive to the RFP requirements.

B. Cost Proposal Evaluation: 500 Points

Sub Criteria	Max Points	Description
Overall Cost	250	Evaluates the total cost of the proposed solution.

Pricing Structure	150	Assesses the clarity and fairness of the pricing structure.
Cost Realism	100	Assesses the clarity and fairness of the pricing structure.

Initial Evaluation and Shortlisting (Detailed Above)

- The evaluation committee will initially score all proposals on their thoroughness of meeting requirements. Scorers will be allocated to the evaluation committee based on areas of expertise and an average score will be derived from all scores for each category.
- Based on the initial evaluation, the committee will shortlist proposals that are reasonably susceptible for award and bring in for demonstration and validation of requirements.

Final Evaluation

The final evaluation score will consider additional information received by the SOS, including:

- Discussions with offerors
- Demonstrations and presentations
- Hands-on experimentation and testing
- Reference checks
- Best and final offers

Summary of Proposal Evaluation Criteria

- 1. Responsiveness:** All proposals will be evaluated to determine if they are responsive to the requirements of the solicitation. The SOS reserves the right to waive minor informalities. Minor informalities are insignificant omissions or nonjudgmental mistakes considered to be matters of form rather than substance, evident from RFP document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other offerors. Responsive proposals will be evaluated by the procurement officer and/or an evaluation committee using the evaluation criteria stated in the RFP.
- 2. Responsibility:** The SOS may, at any time, make a supplementary investigation as to the responsibility of any offeror. This investigation may include, but is not limited to, financial responsibility, performance record, or other matters related to the offeror’s probable ability to deliver if a contract is awarded to the offeror. The SOS reserves the right to contact references, other customers, including state and local government agencies regarding past experience with the offeror. If it is determined that an offeror appears not to be sufficiently responsible, the proposal will be rejected.

Cost Proposal Evaluations – Reciprocal Preference

The SOS will calculate evaluation points awarded to cost proposals. Any prompt payment discount terms proposed by the offeror will not be considered in evaluating cost.

Clarifications of Proposals – Discussions

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Discussions will be limited to the specific section of the RFP or proposal indicated by the SOS.

In conducting discussions, there may be no disclosure of any information derived from proposals submitted by competing offerors. Clarifications may not result in a material or substantive change to the proposal.

Discussions are generally conducted by telephone or internet-based conferencing.

Right of Rejection

The SOS reserves the right to reject any proposals, in whole or in part. Proposals determined to be nonresponsive to the requirements of the RFP will be rejected. The SOS reserves the right to reject the proposal of an offeror determined to be not responsible. The SOS reserves the right to refrain from making an award if determined to be in its best interest.

Presentations and Demonstrations

Offerors whose proposals are determined to be reasonably susceptible for award may be required to travel to Boise, Idaho to provide an interactive scripted demonstration explaining how the proposed solution can satisfy the stated requirements including the extent of the configurability of the system for the evaluation committee. The offeror shall also include in the demonstration all base features and functions of its proposed solution as described within the Requirements Matrix. Offerors shall be responsible for all associated costs, including any travel and per diem.

Location: Boise, Idaho

Best and Final Offers

The SOS is not obligated to request best and final offers; therefore, offerors should submit their best terms (technical and cost) in response to this RFP.

If the SOS determines a need for any additional information, substantial clarification or changes to the RFP or proposals, the SOS may request best and final offers from offerors having submitted proposals determined to be reasonably susceptible for award. The best and final offer request will describe the additional information, clarification, or change being requested.

A date and time will be established for receipt of revised proposals. If an offeror does not submit a best and final offer, the SOS shall consider its original proposal as its best and final offer.

Best and final offers will be evaluated using the evaluation criteria stated in the RFP.

Negotiations

The SOS may enter into negotiations with one or more offeror whose proposals received the highest scores and are reasonably susceptible for award. During negotiations, the SOS and offeror may agree to alter or otherwise change the terms and conditions and price of the proposed contract. Negotiation, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals.

Each offeror will be responsible for all costs it incurs as a result of negotiations, including any travel and per diem expenses.

Contract negotiations will be conducted primarily by email, telephone calls, or internet-based conference. Any on-site negotiation, if needed, will be held in Boise, Idaho.

The SOS may terminate negotiations, reject a proposal as nonresponsive, and continue or commence negotiations with other offerors reasonably susceptible for award, if the offeror:

1. Fails to provide necessary information for negotiation in a timely manner,
2. Fails to negotiate in good faith,
3. Is unable to successfully negotiate contract terms being acceptable to the SOS,
or;
4. Indicates the offeror is unable to perform the contract within the budgeted funds

Notice of Intent to Award

After proposals have been evaluated and the successful offeror selected, notice of intent to award will be promptly issued to all offerors that submitted proposals. Upon issuance of this notice, the procurement file becomes an open record.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts until the successful offeror and the STATE execute the contract. Prior to execution, the contract will be fully reviewed and approved by the Idaho Attorney General's office.

Contract Approval

This RFP does not, by itself, obligate the SOS. The SOS's obligation shall commence when, after the SOS and Vendor has signed the contract. The SOS will not sign the contract until it is fully reviewed and approved by the office's Deputy Attorney General (DAG) within the Idaho Attorney General's office.

Upon written notice to the vendor, the SOS may set a different starting date for the contract. The SOS shall not be responsible for any work done by the vendor, even work

done in good faith, if it occurs prior to the contract start date set by execution of the contract between the vendor and the SOS.

SECTION FIVE – CONTRACT INFORMATION

Idaho Contractual Requirements – Background

As a public institution and government entity of the State of Idaho (the STATE), statutes, rules, and policies (Requirements) may restrict or prevent the STATE from entering into certain types of contracts or certain contractual terms and conditions, some of these Requirements are non-negotiable.

Driven primarily by statute, the majority of these Requirements are common to public institutions and government entities throughout the United States.

State Contract Terms and Conditions – Offeror’s Proposed Changes

The SOS intends to execute a comprehensive and detailed contract utilizing the material set forth in both the RFP and the offeror’s proposal. Idaho statutes, rules, and policies allow the SOS some negotiation of the terms and conditions, however final acceptance of the terms and conditions are subject to review by the Idaho Attorney General.

Contractual Terms and Conditions – No Material Changes

The State of Idaho’s full Contract Terms and Conditions can be found by accessing the document: [State-of-Idaho-Contract-Terms-and-Conditions_2024.pdf](#). Below are excerpts from the Contract which may not be negotiated unless otherwise noted:

1. **Indemnification Insurance:** Indemnification and insurance requirements are contained in the attached contract. The State of Idaho shall not be deemed to have accepted any alteration of these provisions without prior written approval to offeror from the state of Idaho acting in consultation with the Idaho Risk Division.
2. **Indemnification:**
 - a. Indemnification is a promise to reimburse for a loss. In the case of a contract, because the loss has not yet occurred, an indemnification provision is a promise to pay an unknown amount at an unknown time in the future. Most contractual indemnity provisions require one party (indemnitor) to pay another party (indemnitee) if the indemnitee is found liable for the indemnitor’s acts or omissions in connection with the contract. Thus, it is intended to protect the indemnitee from claims by a third party due to the indemnitor’s acts or omissions.
 - b. Idaho Constitution Act VII, Sec. 11 prohibits the legislature from making an expenditure or appropriation in excess of the tax revenue for a fiscal year. Similarly, Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of appropriation. Idaho Code section 59-1016 provides that any such contract is void. The State of Idaho cannot indemnify another party because there is no way of knowing whether the indemnification costs would exceed an

appropriation for a particular year and any contract that requires the State of Idaho to indemnify a party would be void.

- c. Any clause that has the intent of seeking indemnification from the State of Idaho, whether or not the clause contains the words “indemnity” or “indemnify,” are not clauses to which the State of Idaho may agree.
 - d. The State of Idaho will also not agree to clauses to indemnify a vendor “to the extent permitted by law.” This is because the State of Idaho knows that the extent to which the law permits it to indemnify vendors is no extent whatsoever, and as a result would be disingenuous for the State of Idaho to imply in a contract that there might be some set of circumstances under which the State of Idaho would defend the vendor against a third-party claim(s). Simply put, the State of Idaho is not going to agree to something it knows it cannot do. In this circumstance an “extent” clause is merely an invitation to litigate the matter in the event a third-party claim(s) arises, and the State of Idaho does not enter into agreements that invite litigation.
 - e. Do not ask the State of Idaho to indemnify you against third party claims because it is a contractual obligation to which the State of Idaho cannot agree.
3. **Insurance:** Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the State of Idaho with proof of coverage prior to contract approval. The coverage must be satisfactory to the State of Idaho, in consultation with the Idaho Risk Management Division. The successful offeror’s failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.
4. **Limitation of Liability:** The State of Idaho does not favor limiting direct damages, including those resulting from property damage or personal injury. Any request by an offeror for the State of Idaho to limit direct damages is a request to which the State of Idaho will not agree. The successful bidder will likely have addressed this risk by purchasing insurance. Therefore, the need to limit liability is already minimized. The State of Idaho does not favor waiving punitive damages and will not agree to any request to waive punitive damages, as it is not in the best interest of the State of Idaho to do so.
5. **Waivers of Jurisdiction and Venue:**
- a. Alternative Dispute Resolution: The Idaho Attorney General is the State of Idaho’s attorney for all purposes, including management of litigation and claims against the state. The State of Idaho may not usurp the Attorney General’s authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. The State of Idaho cannot, without specific authority, agree to the jurisdiction or the laws of another state or federal courts, nor can it contractually agree to participate in any form of alternative dispute resolution.
 - b. Although the State of Idaho cannot contractually agree to such terms, this does not mean that in the event of a dispute, the State of Idaho would not agree to participate in alternative dispute resolution. It simply means that this is a decision that must be made by the Attorney General and is a decision that is made at the time a dispute arises.

6. **Choice of Law:** It is the State of Idaho's general policy that it will not agree to the application of another state's laws or federal laws. As such, the State of Idaho will not agree to an out-of-state choice of law. The contract will be governed by the laws of the State of Idaho. Out-of-state vendors who wish to do business with the State must make a business decision as to whether to accept the choice of law provision.
7. **Confidentiality:** All state agencies of Idaho are subject to Idaho public records laws (Chapter 1, Title 74, of the Idaho Code). The State of Idaho cannot agree to contractual terms that attempt to prevent it from having to disclose records that are declared public records under applicable statutes. Although some confidentiality and exemptions are allowed under the public records laws, the State of Idaho may not agree to more restrictive obligations concerning its records. Under Idaho public records laws, contracts are records that are open to the public and may be reviewed at the request of the public.
8. **Unliquidated Expenses (i.e., Attorney's Fees, Add-Ons, Cost Increases):** Because the State of Idaho may only obligate those funds that have been appropriated to it by the Legislature, the State of Idaho may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. Certainly, this is one of numerous reasons why the State of Idaho cannot indemnify a vendor against third party claims, but it may also be said for clauses that purport to obligate the State of Idaho to pay a vendor's attorneys' fees, unknown cost increases during the life of the contract, add-ons that were not contemplated or priced in the contract.
9. **Scope of Work:** The Scope of Work agreed upon by the parties will be incorporated into the final contract.
10. **Contract Term:** The contract term will be set forth in the contract, including any options for extension, renewal and renegotiation.
11. **Compensation:** Compensation and payment terms will be set forth in the contract based upon the successful offeror's proposal.
12. **Liquidated Damages:** The contract may include a clause setting forth an actual dollar amount designated as liquidated damages in order to make the State of Idaho whole if it suffers damages due to a vendor's fault. The specific dollar amount for liquidated damages may be part of the negotiation process. The amount will be reasonable and not disproportionate to the damages to the State of Idaho that are anticipated at the point of the contract and will not serve in any way as a penalty. A liquidated damages provision does not limit other remedies, including actual damages, the State of Idaho may have.