



WEBSITE DEVELOPMENT

mixblendenjoy.com

REQUEST FOR BID - 2020

TABLE OF CONTENTS

SECTION 1 – GENERAL INFORMATION

1.1 IDAHO STATE LIQUOR DIVISION MISSION & VISION	3
1.2 RFB OVERVIEW	3
1.3 OBJECTIVES	3
1.4 BID PROJECT TIMELINE	3
1.5 LATE BIDS.....	4
1.6 ISLD CONTACT INFORMATION	4
1.7 BID SUBMISSION.....	4

SECTION 2 – RESPONDENT’S INFORMATION

2.1 CONTACT AND QUALIFICATIONS	4
2.2 PROPOSED PROJECT TEAM	4

SECTION 3 –WEB DEVELOPMENT PROJECT DESCRIPTION

3.1 CURRENT SITE OVERVIEW	5 - 7
3.2 WEBSITE AUDIENCES	7
3.3 NEW WEBSITE IMPROVEMENTS	7 - 11
3.4 NEW WEBSITE STRUCTURE	11
3.5 WEBSITES WE LIKE	11
3.6 MULTI-SCREEN USABILITY	11
3.7 COMPATIBILITY	11
3.8 PROJECT MANAGEMENT	11
3.9 DESIGN PROCESS	11
3.10 HOSTING	11
3.11 TESTING AND QA	11
3.12 TRAINING, SUPPORT AND MAINTENANCE	12

SECTION 4 – OWNERSHIP AND COMPENSATION

SECTION 5 – BID EVALUATION

5.1 INTRODUCTION	12
5.2 EVALUATION COMMITTEE	12
5.3 INFORMATION FROM OTHER SOURCES	12
5.4 SCORING OF BIDS	12

RESPONDENT’S CERTIFICATION FORM	13
---------------------------------------	----

LEGAL	13 - 15
-------------	---------

SECTION 1 – GENERAL BID INFORMATION

1.1 IDAHO STATE LIQUOR DIVISION MISSION & VISION

The mission of the Idaho State Liquor Division is to provide control over the importation, distribution, sale, and consumption of distilled spirits; curtail intemperate use of beverage alcohol; and responsibly optimize the net revenues to the citizens of Idaho.

The vision of the Idaho State Liquor Division is to be the most respected and highest performing purveyor of distilled spirits in the U.S.A.

1.2 RFB OVERVIEW

The Idaho State Liquor Division, (hereinafter “ISLD”) is inviting responses from qualified, Web Design/Development companies to provide website development for the ISLD consumer website, www.mixblendenjoy.com (“MBE”). This RFB does not include the .gov site, www.liquor.idaho.gov.

The scope of this bid request is to update and improve the current functionality of the MBE website to provide an optimal experience for our customers.

1.3 OBJECTIVES

The goal of this web development project is to achieve the following objectives:

1. Update the capabilities of customer service online.
2. Create a website that is usable on all screen sizes and devices.
3. Update retail customer user portals and user interface of the current website to make it more effective and more efficient (automate manual updates when possible).
4. Enhance the user experience and engagement through the introduction of new features including, but not limited to, licensee ordering portal (currently on .gov site) and broker/supplier inventory portal (currently on .gov site).
5. Keep things simple and clean.
6. Update the look and feel of the web experience.

1.4 BID AND PROJECT TIMELINE

Anticipated timeline of events. This is subject to change at the discretion of the ISLD.

EVENT:

Publish Request for Bid Document	12/16/2019
Questions from Bidders due by	01/06/2020
ISLD Responses to Bidder Questions	01/13/2019
Bid Submission Deadline (5:00 p.m. MT)	01/20/2020
Committee Recommendation to ISLD Director	02/24/2020
Contract Award	03/02/2020
Contract Negotiation	03/09/2020 - 03/20/2020
Notification to Respondents	03/23/2020
Project Begins	04/01/2020
Estimated Completion Date	06/30/2020

1.5 LATE BIDS

Any bids received after 5:00 p.m. MT on January 20, 2020 will be disqualified from further consideration.

1.6 ISLD CONTACT INFORMATION:

Taylor Barnes
208-947-9426
taylor.barnes@liquor.idaho.gov

1.7 BID SUBMISSION

Please send bids to:
Idaho State Liquor Division
Attn: Taylor Barnes
1349 E. Beechcraft Ct.
Boise, ID 83716
Electronically to: taylor.barnes@liquor.idaho.gov

Additionally, one (1) complete redacted electronic version (.pdf file) of your entire bid must be provided for public record request purposes in accordance with, and subject to, Respondent's Certification Form, herein, Public Records And Requests For Confidentiality.

Failure to comply with or adequately respond to requested information in any section of the RFB may result in Bid rejection.

Determination of the winning bid, if any, will be at the sole discretion of the ISLD. The ISLD does not guarantee that any bid will be chosen.

SECTION 2 – RESPONDENT'S INFORMATION

2.1 CONTACT AND QUALIFICATIONS

1. Provide Respondent's name, address, telephone, e-mail, and website. Identify the key contact and disclose who within your firm will have the primary responsibility for the ISLD project.
2. Specify the legal status of your firm (partnership, corporation) and the year your establishment was organized to do business, as it now exists.
3. Describe your firm including size, areas of specialization, expertise, organization chart, and client base.
4. Describe your accounting system for tracking hours worked and expenses charged to your clients. Describe how you would monitor the ISLD project.
5. List the names, addresses, and telephone numbers of three business references for which work has been performed and describe the type of service provided. Provision of these references constitute a grant of permission for the ISLD to contact the named references.
6. Please list any accounts you resigned from or who chose not to retain your services within the last three years, including organization name, contact persons, phone numbers, e-mail addresses, and billing size of account. Provide a brief explanation of why the account was lost or resigned. If your firm has had a contract terminated for default, please indicate as such. Termination for default shall be defined as notice to stop performance due to nonperformance or sub-standard performance.

2.2 PROPOSED PROJECT TEAM

Provide a description of your proposed team for this project. Indicate whether they are employees or contractors.

SECTION 3 – WEB DEVELOPMENT PROJECT DESCRIPTION

3.1 CURRENT WEBSITE OVERVIEW

<https://mixblendenjoy.com/>

Main Navigation

1. Products
 - a. Brandy
 - b. Cognac
 - c. Gin
 - d. Liqueur
 - e. Mixers
 - f. Rum
 - g. Tequila & Mezcal
 - h. Vodka
 - i. Whiskey
 - j. Wine
2. Educate & Entertain
 - a. Enjoy Responsibly
 - b. Responsible Party Planning
 - c. Recipes
 - d. Good Spirits Magazine
 - e. Suppliers
3. Locations
4. About Us
5. News

Product Search Navigation

1. Category
 - a. Brandy
 - b. Cognac
 - c. Gin
 - d. Liqueur
 - e. Mixers
 - f. Rum
 - g. Tequila & Mezcal
 - h. Vodka
 - i. Whiskey
 - j. Wine
2. Variety
3. Sort By
 - a. Name
 - b. Price (low to high)
 - c. Price (high to low)
4. Size
 - a. 0 ml
 - b. 50 ml
 - c. 75 ml
 - d. 100 ml
 - e. 118 ml
 - f. 150 ml
 - g. 160 ml
 - h. 186 ml

- i. 187 ml
 - j. 200 ml
 - k. 210 ml
 - l. 240 ml
 - m. 250 ml
 - n. 300 ml
 - o. 355 ml
 - p. 375 ml
 - q. 400 ml
 - r. 473 ml
 - s. 500 ml
 - t. 592 ml
 - u. 600 ml
 - v. 710 ml
 - w. 720 ml
 - x. 750 ml
 - y. 800 ml
 - z. 947 ml
 - aa. 1000 ml
 - ab. 1065 ml
 - ac. 1200 ml
 - ad. 1420 ml
 - ae. 1500 ml
 - af. 1750 ml
 - ag. 2000 ml
 - ah. 2130 ml
 - ai. 2840 ml
 - aj. 3000 ml
5. Promotions
- a. None
 - b. On Sale
 - c. Gift Packs
6. Local
- a. All Products
 - b. Made in Idaho

<http://liquor.idaho.gov/licensee/>

Licensee Pages

- 1. Place Order
 - a. Select Store
 - b. Search Products/View Basket
 - c. Use Order Sheet
 - d. Use Sale List
 - e. Select Pickup Method
 - f. Review Order
- 2. Account History
 - a. Order Details
 - b. Copy previous order
- 3. Price Changes (external link)
- 4. View Sale Products
- 5. Account Settings
 - a. Change Password
 - b. Change Email
 - c. Edit Order Sheet

- i. Change List Ordering (Normal Mode)
 - ii. Change List Ordering (Advanced Mode)
 - d. Edit Preferences
 - i. Link to Licensee E-News signup
- 6. User Guide
- 7. Store In Person Pickup Times
- 8. Store Closure/Unavailable Times
- 9. Delivery Company Information
 - a. Terms and Conditions
- 10. Request Account

Administrative Pages

- 1. Administrative Account Maintenance Tool (used to reset e-mail address and/or password)
- 2. Bar List
- 3. Web Authorization Requests (status options: open, deleted, denied, approved; approving a request creates the user account for the licensee)

Current Automated Web Updates

Product amounts, descriptions and prices update each night.

Current Manual Updates

Content, images, events, recipes, new products

3.2 WEBSITE AUDIENCES

- 1. Primary Users
 - a. Retail Customers
 - b. By-the-drink Licensees: staff that work in bars, restaurants, or any other location that has a liquor license for by-the-drink sales
- 2. Secondary Users
 - a. Business Partners: Suppliers, Brokers, staff working at our contract store partner locations
 - b. ISLD associates: clerks at state store locations

3.3 NEW WEBSITE IMPROVEMENTS

- 1. E-commerce Engine.
 - a. Mandatory:
 - i. Ability to accept credit and debit card payments from retail customers and EFT payments from licensee customers. Purchase and customer information must remain PCI compliant.
 - ii. Ability to set e-commerce purchase methods by customer type and payment method per product. Initially, retail consumers will only be allowed to purchase rare product items when they are the winner of a rare product lottery. These items must be tied to a specific user account and have a designated payment period – if the user fails to pay within that period the ISLD will be notified and the product will be offered to a different customer.
 - b. Highly Desirable: Ability to add multiple payment engines for additional forms of payment for retail customers including, but not limited to, payment methods like PayPal, Venmo, and ApplePay.
 - c. Ability to trigger follow-up email for abandoned cart (ex: User leaves an order open without completing it for 24hrs)
- 2. Product Search
 - a. Mandatory:

- i. Ability to search for similar, partial and misspelled words.
 - ii. Custom filters for specific types of products (e.g. on sale, Idaho product)
 - iii. Custom filters for size range
 - iv. Custom filters for price range
 - v. Custom filters for most popular
- b. Optional:
 - i. Faceted search to drill down by common tags to a specific sub-set of products.

3. Product Importer

- a. Mandatory:
 - i. When importing a product list to update the product database, the importer must notify the ISLD site administrator of any errors during the upload.
 - ii. The upload tool must not wipe out all data – if it encounters an error, it should skip that item and continue to update the rest of the information on the site.
 - iii. The upload tool must be able to roll back to a previous stable state if the product feed causes a fatal error. The site must not lose products in the event of a fatal error.
- b. Highly Desired:
 - i. The importer will have a list of replacements for special characters. These will be used to correct errors within product information that is uploaded. (For example: the tab character will be replaced with an HTML friendly representation of a tab)
 - ii. The importer will have a list of name corrections for products with special text. The current accounting system for ISLD stores all product names in CAPS. This results in incorrect case on product names for things like “VSOP”.
 - iii. Ability for the supplier/distiller to upload image and description. Submit a draft where we approve it before posting live.

4. Locations Page

- a. The default locations page needs to contain a statewide map.
- b. If the user location is able to be determined, the map should center on the user’s location.
- c. Additional results should load as the user scrolls the map out.
- d. Results should group together into common pin(s) with the number of individual locations represented as the user scrolls the map out.
- e. A grouped locations pin should separate back into individual location pins as the user scrolls the map in.
- f. Optional: Ability to show “currently open” and “currently closed” for store locations on the map.

5. General Website Requirements:

- a. Uses HTML5 and CSS3 along with modern programming and database language.
- b. Responsive to all screen sizes, with special focus on mobile pages for locations and products.

6. Product Reviews

- a. Mandatory:
 - i. User account for the review
 - ii. Star rating (1 to 5 stars)
 - iii. Text review (optional to review product; up to 500 characters, no hyperlinks)
 - iv. Review Date
 - v. A “Mark this review as inappropriate” link.
 - vi. Captcha capability linked to posting a review.
- b. Highly Desirable:
 - i. Ability for the ISLD to flag a product review as inappropriate and hide or delete it.

7. Cocktail Recipes

- a. Mandatory:
 - i. Recipe name.
 - ii. List of ingredients used.
 - iii. List of steps for creating the recipe.
 - iv. A “Mark this recipe as inappropriate” link.
 - v. Ability to load an image.
 - vi. A rate and review area for customers
- b. Highly Desirable:
 - i. Ability to review recipes – user account for the review, star rating, text review (optional, up to 500 characters, no hyperlinks), review date, “mark this review as inappropriate” link, and Captcha required to review.
 - ii. Ability for ISLD staff to flag a recipe as inappropriate and hide it from view/delete it.
 - iii. Ability for ISLD staff to flag a recipe review as inappropriate and hide or delete it.
 - iv. Ability to link to specific ISLD products when creating the recipe. (e.g. if the recipe calls for Crown Royal, the recipe will auto-generate a link to that product on the site)
 - v. Add “click to cart” feature for all ingredients in a drink recipe.

8. Licensee Portal

- a. Mandatory:
 - i. Ability to create an Order Sheet (this is a custom list of products ordered by this licensee, sorted as desired by the licensee)
 - ii. Order History & Details
 - iii. Ability for orders to be submitted, but paid for at the time of pick-up.
 - iv. Frequently ordered products
 - v. User Account Details: e-mail address, Premise Number
 - vi. Separate sign-up from retail consumer. Licensee accounts must be approved by ISLD
 - vii. Pickup windows
 - viii. Ability to create delivery company settings and allow possible pickup and delivery by a Third Party Delivery Service.
 - ix. User Guides
- b. Highly Desirable:
 - i. Drag-and-drop features for sorting lists.
 - ii. Password reset via e-mail link.

9. Product Information

- a. Mandatory:
 - i. NABCA Code
 - ii. Name
 - iii. Description
 - iv. Size
 - v. Category
 - vi. Sub-Category
 - vii. Product Type (e.g. Gift Product, Closeout, etc.)
 - viii. Retail Price
 - ix. Licensee Price
 - x. On Sale (true/false)
 - xi. Idaho Product (true/false)
 - xii. Quantity on hand per store location
 - xiii. Photo – thumbnail & full size bottle image
 - xiv. Proof
 - xv. Website Text (Long Description)
 - xvi. Visibility Restrictions by User Type

- b. Highly Desirable:
 - i. Rare Product Flag
 - ii. Information to determine “Best Selling” products
- c. Optional:
 - i. Ability to assign tags to a product (e.g. citrus) to use when searching for products

10. Store Information

- a. Mandatory
 - i. Store Number
 - ii. Store Type
 - iii. Online Order Request Availability by User Account Type settings
 - iv. Store Name
 - v. Store Hours
 - vi. Pickup Appointment Times (used for online ordering)
 - vii. Delivery Company Pickup Appointment Times (used for online ordering with delivery)
 - viii. Physical Address
 - ix. Contact Phone

11. Delivery Company Information

- a. Company Name
- b. Setup/Settings
 - i. Area of service – list of stores served
 - ii. Hours of operation (for picking up orders from stores)
 - iii. Max Delivery Distance from a pickup location
 - iv. Out of Area service delivery available flag
- c. Contact Phone
- d. Contact Name
- e. Website URL
- f. App Link(s)
- g. Fee Structure (minimum and maximum bottles per tier; per bottle fee and/or per order flat fee)
- h. Contacts FTP information settings (address, port, account name, password, product information folder, order information folder)

12. Director’s Club - This is an opt-in membership attached to the website that allows users to enter the following information:

- a. Account Profile
 - i. Zip Code (for product heat maps and store location maps)
 - ii. E-mail blast settings (for newsletters and rare allocation notifications)
 - iii. E-mail address
 - iv. Display name (first name?)
 - v. ID number (assign now with the potential to use in the POS in the future)
 - vi. Membership level (for future use for retail customers)
 - vii. Member type (users cannot set this, but we need different account types for retail customers, licensee customers, and ISLD administrators)
 - viii. Licensee Accounts must have an associated Bar Name (which cannot be updated by the user)
- b. Site features for Director’s Club Members
 - i. Ability to receive regular messages regarding responsible use of distilled spirits
 - ii. Ability to rate products (5 star scale)
 - iii. Ability to review products
 - iv. Ability to rate recipes
 - v. E-commerce payments if the user wins a rare product drawing

- vi. Favorite products list (ability to set up a list of favorite products and view just the items on your list – for the licensee accounts this could be synonymous with the Order Sheet)
- vii. Ability to view Rare Product Drawing entry forms (approximately twice a month)

13. Optimization and Analytics

- a. The new ISLD website must allow for ease of data tracking and analysis, including, but not limited to customer path, hits, users, session times, drop offs/bounces, demographics of users, actions taken while on the site.

3.4 NEW WEBSITE STRUCTURE

Show the proposed structure of the new website. Give reasons for these decisions.

3.5 WEBSITES WE LIKE

We spent time looking at websites picking those that had features to consider for our new website.

- | | |
|---|---|
| https://www.mainespirits.com/ | https://www.winetoship.com/ |
| https://thinkliquor.com/ | https://www.worldwidebev.com/ |
| https://www.totalwine.com/ | https://morewines.com/ |
| https://drizly.com/ | http://www.theliquorbarn.com/ |
| https://www.cwspirits.com/ | https://www.albertsons.com/ |
| https://www.finewineandgoodspirits.com/ | http://www.bevmo.com/ |
| https://www.binnys.com/ | https://www.nordstromrack.com/ |
| https://www.klwines.com/ | https://www.amazon.com/ |

3.6 MULTI-SCREEN USABILITY

We want a website that is viewable on all devices. Optimal submissions will include ideas for how to accomplish this using single site design and management tools.

3.7 COMPATIBILITY

We want a website that is compatible with all browsers and devices. Please detail any limits in compatibility with your proposed web development strategy for our website. Please describe your applications used to comply with The Americans with Disabilities Act.

3.8 PROJECT MANAGEMENT

What is your proposed timeline for our project? How do you propose to keep the project on track? We want you to provide progress milestones. If local, face-to-face; if not local, phone conference okay; AND always followed-up with email confirmation of meeting/conversation.

3.9 DESIGN PROCESS

Please describe your creative and strategic process for designing a new website for a client. Provide specific examples of websites that you have created.

3.10 HOSTING

Please describe your choice for hosting and why.

3.11 TESTING AND QA

Please describe your testing and quality assurance methodology.

3.12 TRAINING, SUPPORT & MAINTENANCE

Please describe your training provided prior to launch, and any as-needed support provided post launch. As we all know, with any new website, some maintenance is required as bugs are discovered in the live environment. Once everything is up and running, the ISLD's web development team will maintain and provide ongoing maintenance.

SECTION 4 - OWNERSHIP AND COMPENSATION

Each bid must include an itemized Price Statement of the vendor's proposed compensation for undertaking and completing all phases of the Project. Please also describe any "out of scope" costs and processes as it relates to compensation. Bidders shall anticipate and understand that the ISLD will own the source code, design and functionality for the solution without additional royalty or other payments.

If the successful bidder uses proprietary or licensed software in the development of the final product, conditions of licensing rights must be detailed in the proposal and subsequent contract.

No re-licensing, replication or sharing of the finished product shall take place without the express written consent of the ISLD, and will be subject to the terms of the final contract developed between the ISLD and successful bidder.

SECTION 5 – BID EVALUATION

5.1 INTRODUCTION

The Evaluation Team will evaluate each Bid that is properly submitted and will make a contract award recommendation to the Director, which then will be presented for approval.

Bids that fail to provide specific information to adequately describe a Respondent's proposal for the web development services requested in this RFB may be deemed non-responsive and may be rejected.

Respondents must be as specific as possible in describing the details of their Bid. Respondents are forewarned that a Bid that meets requirements with the lowest price might not be selected if, in the ISLD's judgment, a higher-priced Bid offers greater overall value to the ISLD.

5.2 EVALUATION COMMITTEE

The ISLD will conduct a comprehensive and impartial evaluation of all bids. That evaluation will be conducted by an Evaluation Team of qualified personnel selected by the ISLD.

5.3 INFORMATION FROM OTHER SOURCES

The ISLD reserve the right to obtain information concerning a Respondent, which the ISLD or the Evaluation Team deems pertinent to the RFB, and to consider such information in the Bid Evaluation.

5.4 SCORING OF BIDS

Each Bid will be evaluated and scored based upon the Respondent's ability to provide the web development services described in this RFB. Major criteria and considerations will be the quality of the proposed solution, including prior design work and vision for the project, ability to perform and deliver, as well as likelihood of timely performance and price. Below is an outline of the point values assigned to each area of your Bid.

Web Development Services Scoring:

Written Proposal 75 points

Price Proposal 25 points

100 points

RESPONDENT'S CERTIFICATION

I certify that I have the authority to bind the Respondent indicated below to the specific terms and conditions imposed in the RFB and offered in the Respondent's Bid. By my signature on this document, the Respondent specifically agrees to all waivers, restrictions, and requirements of the RFB as conditions precedent to submitting this proposal. I also certify that the Respondent has not knowingly made false statements in its response to this RFB or consulted with others for the purpose of restricting the competitive solicitation process. This signed certification must be included in every submission.

RESPONDENT _____

CONTACT _____

TITLE _____

SIGNATURE _____

DATE _____

I have read, and agree to the terms and conditions of this RFB.

LEGAL

INFORMATION FROM OTHER SOURCES

The ISLD reserves the right to obtain information from outside sources concerning the Respondent(s).

CONTACT WITH RESPONDENTS DURING RFB PROCESS

During this procurement process, no interested Respondent, and no employee or agent of any interested Respondent, may initiate any unsolicited contact with ISLD employees, managers or officers regarding this procurement. All contact regarding this procurement should be directed through the RFB Coordinator. Any false or misleading representations made by any interested Respondent, their employees or agents, to any ISLD employee or ISLD retailer shall be grounds for disqualification. Any Respondent to this RFB currently doing business with the ISLD may continue to do so and communicate with ISLD employees, however, any communication regarding this RFB, other than through the RFB Coordinator, is prohibited.

PROPOSAL CLARIFICATION PROCESS

The ISLD reserves the right to request clarification or resolve ambiguities on one or more statements made by a Respondent in its Proposal at any point during the Proposal Evaluation. All clarification will be requested in writing and will be sent to the contact person representing the Respondent. Any such communication may be made by e-mail, fax, mail, overnight courier, or hand-delivered. Respondent will be given a specific deadline to submit a response. The Respondent will make every effort to respond within the time frame indicated. If it proves unfeasible, the ISLD and the Respondent may discuss modification of the deadline. The clarification process will not allow revision or supplementation of the Respondent's offering. **Clarification is not a negotiation process.**

AMENDMENTS TO RFB

The ISLD reserves the right, in its sole discretion, at any time prior to the contract award deadline to change, modify, or cancel all or part of this RFB and procurement. Any addendum(s), amendments(s), or cancellations(s) will be posted on the ISLD's website at <http://liquor.idaho.gov/pdf/mbe-rfb.pdf> and notification by the ISLD to all responding vendors will be sent via email.

PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIALITY

All Proposals received shall remain confidential until a notice of intent to award a contract is issued. Thereafter, the Proposals shall be deemed public records as defined in Idaho Code, Title 74, Chapter 1.

The Public Records Law contains certain exemptions. One exemption potentially applicable to parts of Bid 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 Respondents consider any material provided in its proposal to be a trade secret, or otherwise protected from disclosure, Respondent MUST so indicate by marking as "exempt" EACH PAGE containing such information. Marking the entire Proposal as exempt is not acceptable or in accordance with the RFB or the Public Records Law and WILL NOT BE HONORED. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and WILL NOT BE HONORED. Prices provided in the Proposal are not a trade secret.

The ISLD, to the extent allowed by law and in accordance with the RFB, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel PRIOR TO SUBMISSION of the Bid.

If a Respondent's Bid contains information that Respondent considers to be exempt, Respondent must also submit an electronic redacted copy of the Bid with all exempt information removed or blacked out. The ISLD will provide this redacted Bid to requestors under the Public Records Law. Respondent shall indemnify and defend the ISLD and the State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Respondent's failure to designate individual documents as exempt. The Respondent's failure to designate as exempt any document or portion of a document that is released by the ISLD shall constitute a complete waiver of any and all claims for damages caused by any such release. If the ISLD receives a request for materials claimed exempt by the Respondent, the Respondent shall provide the legal defense for such claim.

PROPERTY OF THE IDAHO STATE LIQUOR DIVISION

Materials submitted in response to this RFB will become the property of the ISLD and will not be returned. The ISLD shall have the right to use all ideas, adaptations of ideas, and concepts contained in any Proposal received in response to the RFB subject to the intellectual property rights of the Respondent. The ISLD reserves the right to use any and all information contained in a Proposal to the extent permitted by law. Selection or rejection of the proposal will not affect this right.

INCURRED COSTS ASSOCIATED WITH BIDS

The Respondent must not hold the ISLD liable for any of the costs incurred by a Respondent in preparing or submitting a Bid including, but not limited to, preparation, copying, postage, and delivery fees, and expenses associated with the oral presentations, which may be required by the evaluation committee.

ACCEPTANCE PERIOD

Bids shall remain valid and subject to acceptance by the ISLD for a period of 180 days from the Bid due date of January 20, 2020. Failure to adhere to this requirement may result in Proposal disqualification. Respondents will be strictly held to the terms in their Proposals. The contents of the RFB and the Proposal will become contractual obligations in the event of Contract Award.

DISCLOSURE PROHIBITION

Information provided in a Bid, including Price, must be held in confidence by the Respondent and not be revealed or discussed with competitors except as required by jurisdictional law. The Bid must remain confidential while the evaluation committee reviews all of the Bids submitted in response to the RFB.

The Bids will be available for inspection according to ISLD policy and jurisdictional law after the Notice of Intent to award a Contract is announced by the ISLD. All matters set forth in a Respondent's Bid including, without limitation, technical information, required services, question responses, and creative

samples may be subject to disclosure after Contract. Once again, the ISLD will base its disclosure decision on existing Idaho law.

DISQUALIFICATION FOR BUSINESS INCAPABILITY

Financial and business stability of the Respondent and wherewithal to perform and support the ISLD are required. Criminal and financial background checks will be conducted prior to awarding a contract. If insufficiencies, as determined by the ISLD at its sole discretion, are found a contract will not be awarded.

If, at any time prior to signing of a written Contract, the ISLD reasonably determines that a Respondent does not possess adequate financial ability or requisite stability to carry out the obligations of the Contract, the Respondent may be disqualified from further consideration.

If, at any time after Contract execution, the ISLD reasonably determines that the successful Respondent does not possess adequate financial ability or business stability to continue to carry out the obligations of the Contract, the Contract may be terminated.

REJECTION/SELECTION OF PROPOSALS

The ISLD may reject any or all Bids or any portion thereof, advertise for new Bids, arrange to receive or itself perform and obtain the services requested in the RFB, abandon the need for such requested services, or award in whole or in part a Contract deemed to be in the best interests of the ISLD.

Respondents will be held to the terms submitted in their Bids but may be required to reduce costs depending upon aspects of the proposed services that may be deemed as unnecessary by the ISLD.

The ISLD will notify in writing those Respondents who submit a Bid in response to the RFB, but who are not awarded the Contract. The acceptance of a Bid will not diminish the ISLD's right to negotiate specific contract terms, including price, with the apparent successful Respondent.

INDEPENDENT PRICE DETERMINATION

By submission of a Bid, the Respondent must certify – and in the case of a joint Bid, each party thereto must certify as to its own organization – that in connection with the Bid the prices in the Bid have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any competitor.

CHANGE OF OWNERSHIP/FINANCIAL CONDITION

If a Respondent (including the parent or holding company of the Respondent) experiences a substantial change in its ownership or financial condition after its Bid has been submitted and prior to the execution of the Contract with the Successful Respondent, the Respondent must notify the ISLD in writing at the time the change occurs or is identified.

A “substantial change” in ownership or financial condition is defined as an event which following generally accepted accounting principles, would require a notation in the Annual Report of a publicly traded United States or Canadian corporation, or equivalent standard.

Failure to notify the ISLD of a substantial change may result in the disqualification of the Respondent.

NEWS RELEASES

News releases pertaining to the RFB or the services, study, data, or project to which it relates must not be made without prior written ISLD approval, and then only in accordance with explicit written instructions from the ISLD. The results of the RFB process must not be released without prior approval of the ISLD, and only then to designated persons and/or media organizations.