



RFP 19-5020 Addendum 2

ANSWERS TO QUESTIONS

May 9th, 2018

This Addendum provides answers to questions asked during the question/answer period that ended May 7th, 2018.

OFFEROR QUESTIONS FROM PRE-PROPOSAL CONFERENCE

APPENDIX A

1. 1.2: Question: Do we really have to price out the Meal Tracker cost?
Answer: No, that information was from a prior RFP and corrected under Addendum 1.

APPENDIX E

2. 1.11: Question: What other reports is the State hoping the solution provides?
Answer: Please describe what reports are available in your solution at the state level.
3. 1.4: Question: What are the needs around translation and support for other languages?
Answer: Spanish is the second most prevalent language in Idaho. A majority of the forms have been translated and provided in Spanish. The Spanish forms must be available in the system and the system should permit input for both English and Spanish. Describe how your system will allow an English speaking person to complete the Spanish form. It is the responsibility of the District for any field translations.
4. 1.7: Question: Do you have a time in mind that is reasonable for response time for changes in forms?
Answer: Provide an estimate for minor changes such as text revision. Provide an estimate time for major changes such as rewriting a form.
5. 1.7: Question: If you change the text are you looking for a new version of the form or update existing page?
Answer: Changes in the form should result in a new version

APPENDIX F

6. 2.10: Question: Does the data need to be encrypted when at rest?
Answer: The solution must protect the security and privacy of the data in the system. Detail how your system provides security while data is at rest. If encryption is not used when data is at rest, detail other measures used.
7. 2.17: Question: Regarding the data access log, can you give more definition around that? Is just the information for today required, or all of the time?
Answer: Provide details of what you track, what is audited and how long the records are maintained.
8. 2.28: Question: Is the RFP requiring migration of all field data of current eEP systems, or is the import of PDF documents adequate?
Answer: Your solution must provide a pathway to migrate data. Please detail the capability of your solution.
9. 2.30: Question: What granularity level are you looking for when it comes to data changed?



Answer: It is not necessary to report data changes at the field level. At a minimum the system should log user log ins/outs and what forms or documents were modified by user while authenticated.

APPENDIX H

10. 1.0: Question: Regarding professional development on-site, is the audience the state or someone else?

Answer: It would be the Idaho State Department of Education and the LEA staff.

11. 1.0: Question: Regarding the pricing sheet, are we allowed to submit anything in addition to that? Or are we limited to just that sheet?

Answer: Need to complete section 1 "Quote for license and professional development in that format. For sections 2-4 you may submit additional offerings.

12. 2.0: Question: Is there a preference for training to be on-site or online?

Answer: We would like understand the options that are available. Provide a list of all options available, we will likely have a minimum number of onsite trainings around 3-6.

13. 2.0: Question: Will the training be offered on a regional or district training?

Answer: Our first preference is for regional training, but if there is a large district that would benefit from a tailored training, we would be interested in that option.

14. 4.0 Question: Is Idaho looking for any specific additional offerings such as RTI, Medicaid billing, progress monitoring etc.?

Answer: No, but please list all offerings or modules that are available in Appendix H Section 4. Districts may elect these add on these additions to the program.

GENERAL QUESTIONS

15. Question: What evidence/information to provide? Do you want it provided in that format, the box is fairly small.

Answer: When responding to the questions, you can use Word or Excel and please repeat the question and note the Appendix letter and number of the question.

16. Question: If questions are submitted on Monday 4/30/18, will they be uploaded online?

Answer: Yes, the questions and answers will be listed online as an Addendum after May 7th, 2018.

17. Question: Is there a date in mind when the LEA's will pilot this program?

Answer: The beginning of the 2018-2019 School Year.

18. Question: How will this program be rolled out? Will it be with each district or all at once?

Answer: It is the choice of the districts to opt in to the program. It is unknown how many districts will be opting in the first year and want the bidder to have the capacity to support as many districts that choose to opt in the program.

19. Question: Where do we find documentation for reporting to statewide longitudinal system?

Answer: Documentation for files and reporting for [Idaho System for Educational Excellence \(ISEE\)](#).

20. Question: Is the CSV file exported from the eIEP system or from student information systems?

Answer: The solution must be capable of exporting all necessary data for reporting special education information to ISEE.



21. Question: What student information systems are used in Idaho?
Answer: Idaho currently doesn't have a statewide student information system. Districts select their own student information system. Student information systems used in Idaho include PowerSchool, Skyward, School Master/Tyler Technologies, Infinite Campus, Schooldex and Lumen
22. Question: On page 7, is there a particular format for the reference mandatory signature page?
Answer: A signature page format is not included, however a signature page is required.
23. Question: Could you speak on how documents are currently transferred? Are they electronic?
Answer: We are aware of a few Districts that electronically transfer files. The majority of Districts are using other means such as fax and certified mail.
24. Question: How does the state currently conduct monitoring?
Answer: We have a secure server to which the files selected to review are uploaded individually.
25. Question: Do those files have to be redacted?
Answer: No, files submitted securely for monitoring do not need to be redacted. However if your solution provides redaction capability, please provide detail.
26. Question: Will all paperwork be handled with a digital signature?
Answer: No, they will have wet signatures, this is not an initial requirement. If the solution offers the ability please provide details.
27. Question: Was the request for an eIEP system by rural schools or schools in Treasure Valley (Urban)?
Answer: Both, the SDE completed a survey with LEA's and with a greater than 90% response rate with a majority in support of an optional statewide solution. It is representative of the entire state.
28. Question: For the demonstration will it be held in Boise?
Answer: Yes the demonstrations will be held on May 22nd and 23rd in Boise.
29. Question: For the demonstration in Boise, are you expecting to see Idaho forms?
Answer: It is not required for the demonstration. The SDE will send out an agenda prior to the onsite demonstrations.
30. Question: Will the vendor collect the references or should they be sent directly to the SDE.
Answer: They should be sent directly to SDE. Directions are provided in Appendix D.
31. Question: Is there a limit on the number of references?
Answer: The minimum number is 3, but 5 would be the maximum.
32. Question: Are there preferences for LEA or SEA references?
Answer: Either is fine.
33. Question: What current eIEP system are used in Idaho?
Answer: The SDE is aware of the following systems being used: Frontline, ITracks, Lumen, PowerSchool, Seas and Skyward.
34. Question: Are there other forms not listed under this site <http://sde.idaho.gov/sped/sped-forms/> that are being used by LEAs?
Answer: The SDE is not aware of other forms being used by the districts. We want all districts using the state forms.



35. Question: What forms will live in August and can you confirm there are 35?

Answer: The list of the forms are provided below and will need to be live in August.

LIST OF FORMS

- Eligibility Report All-in-One
- Authorization for Exchange of Confidential Information
- Consent for Assessment
- Referral to Consider Special Education Evaluation
- Request for Input
- Consent to Bill Medicaid
- Invitation to a Meeting
- Student Invitation to a Meeting
- Team Member Excusal
- Written Notice
- IEP Form All-in-One
- IEP Amendment
- Consent to Invite Transition Agency
- Determination of Need for Surrogate Parent
- Functional Behavioral Assessment
- Manifestation Determination
- Summary of Performance
- Written Notice for Discontinuation of Services
- Service Plan
- Special Education Reevaluation Consideration
- Sufficiency Review
- **Additionally, the ISDE requests the contact/access log forms as well as progress reporting tools are incorporated embedded in the system.**



OFFEREOR QUESTIONS SUMMITTED BY EMAIL

RFP SECTION	RFP PAGE #	QUESTION	RESPONSE
Appendix E	1	1.9 Provide detailed, technical requirements	The SDE requires the ability to remotely audit files. Describe how your solution will allow for remote monitoring capability.
2.1 and 2.2	5 and 6	Section 2.1 (page 5) of the RFP indicates that LEAs would be permitted to opt out of the statewide solution. Section 2.2 (page 6) states that LEAs and Charters currently receive a portion of IDEA part B funds specifically designated to the IEP management solution of their choosing. Will districts that opt out of the optional statewide electronic individual education program e-IEP, continue to be provided with a portion of IDEA part B funds specifically designated to the IEP management solution of their choosing?	The SDE will not make the assumption that LEA's will utilize this optional statewide solution. The LEA's will have the ability to opt-in to the optional statewide solution. The LEA's that choose to opt-in will have their funds applied to the optional statewide solution. The LEA's that do not choose to opt-in will continue to receive funds which they may designate for the IEP management solution of their choosing.
Pg. 12	2.4.4	This RFP includes terms that are not appropriate for a true SaaS solution, and, as a SaaS vendor, we could not agree to. The form RFP states that taking any exception would render our submission unresponsive. We would expect the state to enter into a customary SaaS agreement with the winning vendor. Will the State acknowledge 1) a willingness to contract with a SaaS vendor where the final terms will reflect customary terms relevant to a SaaS solution, or 2) pose a solution to address these concerns?	The SDE Terms and Conditions Appendix A will be added unaltered in the final contract. However, the SDE will consider Vendors proposal for additional terms which may or may not be accepted. None of the terms seem to be incompatible with other customary SaaS agreements.
Appendix F	2.4	Is this question pertaining to the installation of the software or what the end user needs in order to access the solution?	The SDE desires a solution that requires minimal installation of any software, add ins or plug ins to the end users computer.



RFP SECTION	RFP PAGE #	QUESTION	RESPONSE
Appendix H – Cost Proposal	1	The Pricing matrix only reflects up to 24,000 students but the RFP states that there are 32,908 students with disabilities in the state. Should we add another line reflecting statewide total of 32,000?	The pricing matrix reflects our best estimates year on year. The Statewide e-IEP is an optional solution and may not be utilized by all districts. Please quote per the Matrix provided.
Appendix E Proposed Solution Also Appendix F 2.2	1	Ideally, each LEA will have its own instance of the solution which is capable of being hosted by the provider with the option to allow for LEA's to host locally at their discretion. Does this statement mean that Districts would potentially have Local servers on site? Or that the local district could would have it hosted in a cloud based environment provided by the vendor with all access controlled by the district?	Some LEA's have indicated a desire to host the solution internally on their own server infrastructure. This is not a mandatory requirement for the solution.
Appendix A, Section 1.12	Appendix A, Page 4	Vendor agrees to this section generally, but does not typically allow customers to terminate for convenience during the contract term. Vendor's products and services are based on a model that works best when utilized throughout the entire year. Vendor would be glad to discuss this further during contract negotiations.	Section 1.12 is a standard term and the SDE will not allow Offeror to propose alternative solutions.
Appendix A, Section 1.14	Appendix A, Page 5	Vendor agrees to this section generally; however Vendor requests that it would maintain ownership of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables created for or provided to SDE. SDE would acquire a paid-up, royalty-free license to use such deliverables for the purpose for which they are being provided.	Section 1.14 The State/LEA's do not claim ownership of any copyrights, patent rights, and other intellectual property rights in any software code. The LEA's will retain ownership of any student data produced, maintained or stored as a result of this contract.



RFP SECTION	RFP PAGE #	QUESTION	RESPONSE
Appendix A, Section 1.20	Appendix A, Page 6	Vendor is willing to discuss this section further during contract negotiations. Typically, Vendor indemnifies its customers from liability arising out of claims that Vendor has infringed upon the intellectual property of another in providing its goods or services as this is typically the primary concern for most of Vendor's customers.	Section 1.20 is a standard term and the SDE will not allow for further negotiation.
Appendix A, Section 1.24.2	Appendix A, Page 8	Vendor agrees to this provision but would request 30 days prior notice before any on-site check.	The SDE will provide a minimum of 30 days' notice prior to audit.
Appendix A, Section 1.25	Appendix A, Page 8	Vendor requests that any resulting agreement could be assigned without prior written permission in the event of a sale, merger, acquisition or transfer of control of all or substantially all assets related to any resulting agreement. Vendor would be willing to condition that assignment upon the assignee assuming all obligations under the agreement.	The contract may not be assigned without the prior written permission of the SDE.
Appendix A, Section 1.28	Appendix A, Pages 8-9	Vendor agrees to SDE's standard agreement, with adjustments as mutually agreed upon during contract negotiations, but requests that its standard agreement also be included to provide terms not currently considered in SDE's agreement. Vendor's standard agreement is drafted specifically for Vendor's products and services and contains language that further clarifies and details the products and services and relationship between the parties. Vendor is willing to include an order of precedence as agreed upon by the parties.	The SDE Terms and Conditions Appendix A will be added unaltered in the final contract. However, the SDE will consider Vendors proposal for additional terms which may or may not be accepted. In addition, Vendor and SDE will agree on key performance indicators (KPI's) to measure the success of the agreement.
Appendix A, Section 1.47 (including subsections)	Appendix A, Pages 13-14	Vendor complies with all Federal and State requirements related to the protection of student data. Vendor also maintains a comprehensive data security plan, but requests the ability to discuss any details related to that plan in a confidential setting in order maintain the safeguards currently in place.	The SDE appreciates the need to maintain security of student data and understands the disclosure of methods and means can impact security. Please refer to section 5.3 titled Trade Secrets.



RFP SECTION	RFP PAGE #	QUESTION	RESPONSE
Appendix A, Section 1.49 including subsections	Appendix A, Pages 15-17	Vendor maintains all levels of insurance required by this RFP, however its Professional/Network Security policies are "claims made" rather than occurrence based. Vendor would be happy to discuss these details during contract negotiations.	In regards to insurance, the SDE will not allow Offerors to propose alternative terms. This is a State of Idaho requirement outside the control of the SDE. At a minimum, the vendor shall meet or exceed these insurance requirements.
Mandatory Submission Requirements/Trade Secrets	10	If there are no trade secrets included in the proposal, could a page be included for that section in the technical proposal that says, "not applicable", or should the document be excluded?	If there are no trade secrets, make reference in bid proposal under 5.3 Trade Secrets in technical proposal that this section does not apply or not applicable.
Proposal Review, Evaluation and Reward (9.9)	13	If selected for an on-site demonstration, how much time will each selected contractor have to present?	Those that meet the mandatory requirements outlined in the RFP will be scheduled for an on-site demonstration. The contractor will have a minimum of one hour to present.

Thank you for your interest in responding to this RFP and working with the State of Idaho Department of Education.

Please acknowledge receipt of this Addendum by signing below, and return this acknowledgement with your proposal.

ACKNOWLEDGEMENT OF ADDENDUM 2

Signature of Reference

Date

Print Name

Title