



**STATE DEPARTMENT OF EDUCATION**

**REQUEST FOR PROPOSAL 18-3550**

**IDAHO K-2 Mathematics Screener & Diagnostic**

Issue Date  
April 28, 2017

Updated  
May 25, 2017

**RFP 18-3550**  
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## 1 RFP Administrative Information

RFP Title:	Mathematics Screener and Diagnostics System
RFP Lead:	Anthony L. Pirc, CPPB 650 W. State Street, 2 <sup>nd</sup> Floor Boise, ID 83702 208-332-6857 <a href="mailto:procurement@sde.idaho.gov">procurement@sde.idaho.gov</a>
Submit sealed Proposal: PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS AND TIME/DATE STAMPED BY THE STATE DEPARTMENT OF EDUCATION PRIOR TO THE CLOSING DATE AND TIME.	650 W. State Street, 2 <sup>nd</sup> Floor Boise, ID 83702
Pre-Proposal Conference:  Pre-Proposal Conference Location:	May 9, 2017 @ 11:00 AM Mountain Time  Barbara Morgan Conference Room 650 W. State Street, 2 <sup>nd</sup> Floor Boise, ID 83702
Deadline To Receive Questions:	May 19, 2017 @ 2:59:59 PM Mountain Time
RFP Closing Time and Date:	<i>Proposals are due at or before 2:59:59 PM on June 2, 2017. Late proposals received at 3:00:00 PM Mountain Time or after will be rejected.</i>
RFP Opening Date:	June 2, 2017 @ 3:15 PM Mountain Time
Initial Term of Contract and Renewals:	One (1) year to start on July 1, 2017 pending funding. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is five (5) years.

## 2 Overview

### 2.1 Purpose

The Idaho State Department of Education (ISDE) is seeking proposals to provide a statewide K-2 Mathematics Screener and Diagnostic System with an assessment package that addresses the needs of schools and educators working with students who need interventions, including screening, diagnostics, and an effective and manageable progress monitoring component.

### 2.2 Background Information

For some time, research has shown that a student's understanding of mathematics content is indicative of future success at the secondary level, with post-secondary opportunities and well into his/her career. Due to this, it is imperative that mathematical learning gaps are addressed early on in a student's academic career. Responding to Idaho district and school level requests, in the fall of 2016, the ISDE brought together an eleven-member committee of district appointed, Idaho educators, consisting of members from all regions of the State and includes educators, instructional coaches, district-level staff and administrators. The K-2 Mathematics Screener and Diagnostic Committee were presented with the following tasks: In collaboration with ISDE staff, develop a Request for Information (RFI) pertaining to the availability of K-2 Mathematics Screener and Diagnostic systems, review submitted responses, as well as the development of a Request for Proposal (RFP) with review to secure a statewide assessment system.

Idaho's intent for the utilization of a statewide K-2 Mathematics Screener and Diagnostic system is for teaching and learning purposes. The ISDE and the K-2 Mathematics Screener and Diagnostic Committee's recommendation to districts and schools is to not use students' scores/growth from such a tool for teacher evaluative purposes. A chosen program(s) will not be mandated for district use.

### 2.3 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time as indicated in **Section 1**, page 1 of this RFP. This will be your opportunity to ask questions, in person, with the State Department of Education (SDE) staff. All parties interested are invited to participate either by attending the conference or by an established call in number. **Those choosing to participate must pre-register to receive phone conferencing and meeting details by submitting the completed Pre-Proposal Conference Registration Form (Attachment 3) via email to the RFP Lead. Parties interested are asked to register by May 8, 2017.** Any oral answers given by the State during the pre-proposal conference are unofficial, and will not be binding on the State. Conference attendance is at the participant's own expense.

### 2.4 Questions

All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted on the SDE website at <http://www.sde.idaho.gov/contracting-opportunities/index.html>. It is the responsibility of parties interested in this RFP to monitor the [SDE Contracting Opportunities website](#) for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to the [SDE Contracting Opportunities website](#) to be valid. Alternate Proposals are not allowed.

2.4.1 Questions or other correspondence must be submitted in writing to the RFP Lead listed in Section 1.

**QUESTIONS MUST BE RECEIVED BY 2:59:59 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATIVE INFORMATION.**

2.4.2 **Written questions must be submitted using Attachment 1, Offeror Questions.** Official answers to all written questions will be posted on the [SDE Contracting Opportunities website](#) as an amendment to this RFP.

2.4.3 Any questions regarding the State Department of Education Contract Terms and Conditions must also be submitted in writing, using **Attachment 1**, Offeror Questions, by the deadline identified in the RFP Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

2.4.4 Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

### 3 Instructions for Submission of Proposal

#### 3.1 Manually Submitted Proposals Only

Sealed Proposals must be received and time stamped by the State Department of Education at 650 W. State Street, 2nd Floor, Boise, Idaho, 83702 at or before 2:29:59 p.m. Mountain Time on or before *June 2, 2017*. The State Department of Education is not responsible for lost or undelivered Proposals, or for the failure of the United States Postal Service, FedEx, UPS, or the Idaho State Capitol Mall Central Mail Room to deliver Proposals to the State Department of Education by the Proposal deadline. Late Proposals will not be accepted. Fax Proposals will not be accepted.

The Proposal must be addressed to the RFP Lead, sealed, and identified as “**RFP 18-3550, Idaho K-2 Mathematics Screener & Diagnostic System.**” Include your company name on the outside of the package.

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all Proposal response materials within a larger package).

Each Proposal must be submitted in one (1) original with 12 copies of the Technical Proposal and one (1) original of the Cost Proposal. ELEVEN CURRENT COMMITTEE MEMBERS

Offerors must also submit one (1) electronic copy of the entire Proposal on CD or USB device. Pdf, Word, or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

The Technical Proposal must be separately sealed, identified “**Technical Proposal – RFP 18-3550, Idaho K-2 Mathematics Screener & Diagnostic System.**”

The Cost Proposal must be separately sealed, identified as “**Cost Proposal – RFP 18-3550, Idaho K-2 Mathematics Screener & Diagnostic System.**”

#### 3.2 (M) Signature Page

This solicitation is issued through the State Department of Education. All Proposals must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** on your ORIGINAL Technical Proposal.

## 4 Proposal Format

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

### 4.1 Evaluation Codes

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

**(ME)** Mandatory and Evaluated Specification - failure to comply will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a detailed response identifying its understanding and how it will comply. Points will be awarded based on predetermined criteria.

**(E)** Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Offeror is to respond to this specification with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

**Note: The designated State official may waive minor informalities as well as minor deviations. The State official also reserves the right to seek clarification on any M, ME or E requirement.**

### 4.2 Table of Contents

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

### 4.3 Format

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and Sections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or Section, followed with your response. Please provide consecutive page numbers on all submitted documents. **This format is especially important for the effective use of the review committee's time**

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or Section from the Offeror's response.

## 5 Mandatory Submission Requirements

### 5.1 (M) Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.1.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

5.1.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments.

5.1.3. A statement of the Offeror's compliance with equal employment regulations.

5.1.4 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.1.5 A statement naming the firms and/or staff responsible for writing the Proposal.

5.1.6 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <https://sam.gov>.

5.1.7 A statement affirming the Proposal will be firm and binding for one year from the Proposal opening date with an understanding that funds still need to be approved and appropriated by the Idaho Legislature for Fiscal Year 18 on July 1, 2017.

5.1.8 A statement that the Offeror warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.

### 5.2 (M) Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive.



### 5.3 Trade Secrets

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

Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

### 5.4 Executive Summary

Include an executive summary in the Technical Proposal providing a condensed overview of the contents of the Technical Proposal demonstrating an understanding of the services to be performed.

## 6 Business Information

### 6.1 (ME) Experience

Describe in detail the Offeror's knowledge and experience in providing services similar to those required in this RFP. Include Offeror's business history, description of current service area, and customer base. Additionally, specifically address the following mandatory minimum requirements:

6.1.1 The Offeror must have a minimum of two (2) years of experience providing the proposed SaaS to be eligible for award.

6.1.2 The Offeror must have a minimum of two (2) successful implementations of the proposed SaaS (or a previous version thereof) in the last two (2) years to be eligible for award.

### 6.2 (E) References

Provide three (3) completed Reference Questionnaires. **See Attachment 2.**

### 6.3 (ME) System Failures

Describe any failures of the proposed SaaS in the last two (2) years that resulted in permanent loss of customer data. Failure to fully disclose information in your response to this section may result in your Proposal being found non-responsive or may be grounds for Contract termination if you are awarded a Contract and the omission is discovered after Contract award.

### 6.4 (ME) Sustainability of Future Service

Describe any circumstances that have a reasonable likelihood of impeding the Offeror from continuing to provide and support the proposed SaaS system for at least five (5) years after Go Live including, but not limited to, pending lawsuits, sales, or acquisitions. Failure to fully disclose information in your response, to the best of your knowledge, may result in your Proposal being found non-responsive or may be grounds for Contract termination if you are awarded a Contract and the omission is discovered after Contract award.

## **7 Organization and Staffing**

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

### **7.1 (ME) Key Personnel and Qualifications**

Provide a list of key management, customer service and other personnel to be used in the fulfillment of this Contract, to include all pertinent contact information. Provide resumes for employees who will be managing and/or directly providing services under the Contract. For positions that are not filled, a position description (including requisite qualifications/experience) must be provided.

### **7.2 (M) Subcontractors**

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

## 8 Scope of Work - Project Approach

8.1 **(ME) Description of proposed solution** - use this Proposal outline as part of your response to the RFP. Keep in mind, the evaluators will be scoring your Proposal based on the methodologies proposed and the completeness of the response to each item listed below.

Describe how your solution provides the following required features. Provide evidence as outlined in table below.

ITEM #	Eval Code	REQUIRED FEATURE	EVIDENCE / INFO TO PROVIDE
8.1.1	ME	<p>An assessment system with screener and diagnostic assessments which provide educators with immediate results, as well as an intervention component:</p> <p>1) A screener, proven to be reliable and valid, that provides a clear, accurate picture of students' proficiency in the Idaho Content Standards for Mathematics and Standards for Mathematical Practices, see item 8.1.3., regardless of whether the student is below, at or above grade level.</p> <p>2) Diagnostic assessments, with a progress monitoring component, to determine more clearly the instructional needs for planning appropriate and targeted individual, small group and whole group instruction. Teachers are provided informal diagnostic assessments designed to provide more in depth information on the individual needs of those at-risk students who are identified through the initial screener.</p> <p>3) An intervention component with curriculum and/or resources for educators to meet the needs of students who have been identified as not demonstrating adequate progress by the diagnostic assessments.</p>	<p>Describe the assessment included in your proposed solution that can be used to screen students for intervention and why it is appropriate to use this assessment as a screener.</p> <p>Describe the diagnostic assessments included in the Offeror's solution. If the Offeror does not have diagnostic assessments as a part of a common package, the Offeror may work with a subcontractor to provide them.</p> <p>Does your solution offer additional / different assessments than the primary screener or interim assessment for diagnostic purposes and/or progress monitoring? How can this solution (assessment and resulting data) be used for progress monitoring in order to determine rates of student improvement in mastering the mathematical competencies outlined in the standards?</p> <p>Describe and provide a detailed description of the online intervention component of the Offeror's assessment system. What resources are included to aid educators in instructional planning to meet the needs of students identified at-risk? How are the reports from the screener and diagnostic useful in planning research-based intervention? Are the intervention resources small group, individualized, etc.?</p> <p>Provide complete evidence of the statistical reliability and validity of the program; i.e. technical report, including any pilot or field test results/information to support.</p>

8.1.2	ME	<p>An assessment system that measures both proficiency and growth of students' skills relative to the Idaho Content Standards for Mathematics and the Standards for Mathematical Practices.</p>	<p>For each assessment that includes a proficiency score, provide a detailed description regarding how a student is identified as proficient based on their grade level. Include an outline demonstrating how each mathematics domain (i.e. Operations and Algebraic Thinking, Number and Operations in Base Ten, etc.) is weighted to combine into a final score. Include detailed information about the process used to set cut scores identifying students into performance tiers / categories. Provide the standard deviation for the final index score, overall and per category strand.</p> <p>For each assessment that includes a growth calculation, provide a detailed description of the growth model used, including the time period used for the growth calculation (i.e. fall to spring or spring to spring). If the State prefers to use a different growth model calculation than the one used by the Offeror, the possibility for the Offeror to work with the State to use assessment data from the proposed solution to calculate growth using a State-specific growth model, either in addition to or in place of the model currently used by the Offeror.</p>
8.1.3	ME	<p>An assessment system that is aligned to the Idaho Content Standards for Mathematics, including the Standards for Mathematical Practices, with a strong emphasis on mathematical competencies that are predictive of later success in mathematics as outlined, including the following:</p> <ul style="list-style-type: none"> <li>● Number and Operations (counting, adding, subtracting, and contextual)</li> <li>● Algebra (patterns, relations, and functions)</li> <li>● Geometry (characteristics, properties, relationships, spatial reasoning)</li> <li>● Measurement (iteration and describing physical attributes)m</li> <li>● Data Analysis (categorize and sorting)</li> </ul>	<p>Demonstrate how your assessment aligns to the Idaho Content Standards for Mathematics (K-2) and the Standards for Mathematical Practices. Provide detailed information, by grade level. Give specific examples, showing sample questions and designating the standards to which they align.</p> <p>Describe how the screener and diagnostic assessments measure the indicated mathematical competencies at each grade level assessed. Do the assessments account for grade-level emphases or are questions spread equally among standards?</p> <p>How does your solution provide prompting and support for students, as required by the standards?</p> <p>Does you solution have a standards crosswalk?</p>

8.1.4	ME	<p>An assessment system that provides schools and educators with reports and data in a timely manner and in formats that can be used to inform instruction.</p> <p>At a minimum, reports must include: student growth and proficiency reports at the individual student level, classroom level, grade level, district level, and state level; parent reports with explanation (must be available in English and Spanish); and detailed individual student performance report.</p> <p>Additionally, the State is interested in the following reports: multi-year longitudinal reports; and a detailed classroom performance report. Reports should be available online in a downloadable, printable format.</p>	<p>Demonstrate the reports available for each assessment included in your solution. Provide details regarding the levels of reporting available: state, district, school, grade level, classroom, student, and parent reports. If any level of reporting is not available, please indicate whether and how the State can work with the Offeror to create customized reports for state, district, school and educator use. Provide additional information on the connectivity of said reports; what is the interrelationship between reports? Please provide sample reports.</p> <p>Describe the time lapse between assessing students and the availability of reports. Describe the method of delivery for such reports; i.e. online, electronic, paper, etc.</p> <p>Provide information on the flexibility of available reports. For each report, describe if and how scores and information can be filtered and analyzed by skill being assessed. Show examples of reports. How do the reports give educators additional support on how to change instruction based on the screener and/or diagnostic results.</p> <p>Does the program’s platform house archived reports? If so, what is the length of time that archived reports will be available?</p> <p>What level of item analysis is available with the program?</p>
8.1.5	ME	<p>An assessment system that includes appropriate accommodations for those who are receiving support services, including those who have an Individual Education Plan (IEP), 504 plan, or are English Language Learners (ELLs)</p>	<p>For each assessment included in the proposed solution, list the specific accommodations available. Describe how the accommodations are to be provided (embedded, non-embedded, etc.). Does the program provide assessments in multiple language; if so, which languages? If not, is this a future addition?</p> <p>Reports should include the option to disaggregate the data and also to include descriptions of populations for whom the assessments may not be appropriate.</p>
8.1.6	ME	<p>An assessment system that has user-friendly administration for both proctors and students.</p>	<p>Provide a detailed description of how each assessment included in the proposed solution can be administered in a manner that is user- friendly for both proctors and students.</p>

8.1.7	ME	<p>An assessment system that includes professional development, webinars/online training, and/or other customer support to assist the State, educators, and Idaho students in using the Offeror's solution.</p> <p>Professional Development on system requirements will need to consist of 6 regional, in-person, trainings throughout the state. The offeror will also provide 4 webinars throughout the year, hosted in collaboration with SDE staff. Idaho has 155 LEA's serving K-2 students throughout the state.</p> <p>A customer support platform available to Idaho educators each business day, 8 AM to 5 PM, Mountain Standard Time.</p>	<p>Provide a detailed description of the professional development available, clearly outlining which products and services would be included in the proposed solution and which are available for additional fees (please note: do not include costs in your response, as they should be outlined in Appendix A and Appendix B only).</p> <p>Provide a detailed description of the customer service supports available to the State, districts, schools, teachers, and students/parents, as applicable to your proposed solution. Clearly outline which products and services would be included in the proposed solution and which are available for additional fees (please note: do not include costs in your response, as they should be outlined in Appendix A and Appendix B only).</p> <p>Demonstrate the effectiveness of your professional development and customer service supports. Provide references, testimonials, customer service wait times, and any results of customer/client satisfaction surveys.</p> <p>Describe how your professional development provides knowledge about what the screener assessment tells teachers and how to appropriately interpret it.</p> <p>Include professional development on monitoring progress - what measures to use when, with whom, and how to use the data to make changes in instruction for the students who are identified. Professional Development for educators on how to relate pertinent information to parents from the screen, diagnostic and progress monitoring components of the program.</p>
8.1.8	ME	<p>An assessment system that provides a screener and diagnostics that can be administered in a reasonable amount of time.</p> <ul style="list-style-type: none"> <li>● Screener: Approximately 10 to 15 minutes</li> <li>● Diagnostic: Approximately 15 to 20 minutes per strand</li> </ul>	<p>Provide details on the length of time it will take a student, on average, to complete the screener and diagnostic assessments.</p>
8.1.9	ME	<p>An electronically-administered, computer-adaptive assessment that can be administered, at a minimum, on all standard types of PCs, laptops, and tablets (i.e. Apple, PC, Android, etc.)</p>	<p>Provide details regarding each type of device on which the assessment can be administered. Include information regarding the minimum software requirements for each possible device.</p>
8.1.10	ME	<p>An assessment system with a data and reporting system that is compatible with or allows customization to align the system with the State's longitudinal data system and district Student Information Systems - SISs (including linking students to their established EDU IDs).</p>	<p>Provide details regarding how the Offeror's assessment, data, and reporting system is compatible or can be aligned to the State's longitudinal data system and district Student Information Systems, (SISs). Include information regarding how students will be identified by their established EDU IDs.</p>
8.1.11	ME	<p>An assessment system with a data and reporting system that allows for easy exporting of <i>all</i> data (including detailed, student-level data) into Excel or CSV.</p>	<p>Provide details regarding the process of exporting assessment data, including each program/format into which the data can be exported. Provide images or screen shots showing the export process.</p>

8.1.12	ME	Secure data storage that adheres to FERPA and Idaho's Data Privacy Law.	Describe how the data associated with your assessment securely stored? If it is cloud-based, how do you address data security?  Idaho Student Data Privacy Law: <a href="https://legislature.idaho.gov/statutesrules/idstat/title33/t33ch1/sect33-133/">https://legislature.idaho.gov/statutesrules/idstat/title33/t33ch1/sect33-133/</a>  Idaho Data Management Council: <a href="https://boardofed.idaho.gov/research_stats/data_management_council.asp">https://boardofed.idaho.gov/research_stats/data_management_council.asp</a>
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8.2 **Other Features** - describe how your solution will or will not provide the following other features.

As applicable, provide evidence as outlined in the table below.

ITEM #	Eval Code	OTHER FEATURE	EVIDENCE / INFO TO PROVIDE
8.2.1	E	An assessment or assessment package that is presented in a manner that is engaging for young students.	<p>Describe your approach to engaging young students in your assessment(s). Provide a variety of images or samples of assessment questions.</p> <p>Please provide information on how the Offeror measure student engagement.</p>
8.2.2	E	An assessment or assessment package that has aligned / complementary curriculum or resources available for schools, educators and/or parents (available for free within the package or for purchase by the state or at the district or school level).	<p>Provide clear, detailed information about the instructional theory and sequence used to create the aligned curriculum.</p> <p>If there is an additional fee or range of fees for the curriculum, please provide that cost and clearly designate the separate costs for the assessment / assessment package and the curriculum. Costs should be included in Appendix [ ] only.</p>
8.2.3	E	An assessment system that has a screener, diagnostics and intervention resources that can be used by districts and schools to measure mathematics competencies beyond second grade.	<p>If the Offeror has aligned assessments available for grades beyond grade 2, provide information regarding the assessments. Include the following details about the assessments: format, length, literacy domains measured, and the means by which they are assessed.</p> <p>If the Offeror does not have aligned assessments/interventions available beyond grade 2, is there a program that the Offeror recommends for grade 3 and beyond?</p> <p>If there is an additional fee or range of fees for assessments beyond 3rd grade, please provide the costs and clearly designate the separate costs for the K-3 assessment(s) and the additional assessments. Costs should be included in Appendix [ ] only.</p>
8.2.4	E	<p>Electronically-administered, computer-adaptive assessments that can be fully administered through both keyboard/mouse and touch screen.</p> <p>Points may also be awarded to proposals that demonstrate that the Offeror has a clear plan to move to flexible administration using both approaches (keyboard/mouse, touch screen and/or voice -to-text) for launch by the 2019-2020 school year.</p>	<p>If the Offeror’s solution includes assessment(s) that can be administered through both keyboard/mouse, touch screen, and/or voice-to-text clearly outline the assessment(s) that can be administered in these ways. Provide details regarding how touch screen administration is done and include images or screenshots that demonstrate this administration approach. Include information regarding the experience the Offeror has offering touch screen administration (i.e. number of years) and any technical issues the Offeror has dealt with and how these issues have been managed or addressed.</p> <p>If the Offeror’s solution currently includes assessments only administered using only one of the approaches (keyboard/mouse or touch screen device) and the Offeror intends to add the other administration approach, describe the process the Offeror is engaged in to develop and test the new administration approach and include a detailed timeline for rollout.</p>

8.2.5	E	Assessment for the student with the most significant cognitive disabilities.	<p>If the Offeror has an aligned alternate assessment based on alternate achievement standards, please provide a detailed description of this assessment, indicating if the availability of the alternate assessment is included in the cost proposal. If there is an additional fee, please provide cost and clearly designate the separate costs for the alternate assessment.</p> <p>If the Offeror intends to add an alternate assessment, describe the process the Offeror is engaged in to develop this assessment and include a detailed timeline for rollout.</p>
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8.3 Research (ME) - Summarize your relevant research demonstrating the data validity, reliability and/or functional effectiveness of the assessment or assessment package. Provide full research in the Appendices. If the Offeror’s assessment system goes beyond the second grade, has the Offeror conducted any studies on the correlation of the program with Smarter Balanced results? If not, are there plans to do so in the future. Within your submitted response, please provide population examples that have a similar student demographic to Idaho.

8.4 Development (ME) – Please provide details on the development of your assessment program including the length of time it has been in use. Please provide additional information on the creation of item types. Please explain the systematic way items were created, piloted, psychometrically examined prior to operational use. Were the items created first and then aligned to standards or were the items developed with standards being the driving factor in the item specifications? Please provide the rationale within your answer. How are items aligned to standards; how are the primary and supporting standards that the items focus on determined?

8.5 Pertinent Questions – The following questions are for informational purposes and are not individually evaluated; however, your answers may enhance answers to previous questions

8.5.1	Have you seen any challenges in using computerized assessments with young learners? If so, how have you addressed those challenges?
8.5.2	Are the screener and/or diagnostics administered in a one-to-one or group format? What is the rationale behind this choice?
8.5.3	What technological infrastructure is necessary for your assessment to be administered effectively on a large scale (internet bandwidth, whether a local caching server is necessary, etc.)? How will you address the needs of the State or districts if there are issues?
8.5.4	How is the data associated with your assessment stored? If it is cloud-based, how do you address data security?
8.5.5	If the Respondent’s proposal includes both electronic and nonelectronic assessments, does the Respondent intend to continue to provide non-electronic assessments long- term, or does the Respondent intend to transition all assessments to be electronic? Please describe your plan for any changes.
8.5.6	What, if any, adjustments do you plan to make to your assessment or assessment package within the next 5 years and how might that affect the cost of a future contract for the State?
8.5.7	How would you define mathematical fluency? Have vendors in the industry created a method to effectively assess mathematical fluency through a computerized screener and diagnostics? Please explain.
8.5.8	Does your assessment system measure mathematical fluency? If so, is that portion of the assessment timed and can the timing be turned off at the district and/or school’s discretion?
8.5.9	What trends have you seen in the field of K-2 mathematics screener and diagnostic systems?
8.5.10	Please provide information on whether your assessments norm- or criterion-referenced and the rationale behind such a decision.
8.5.11	Will the Offeror be willing to take feedback on the assessment system and make adjustments as needed? Please explain.
8.5.12	Do you currently or have/had in the past a statewide contract? If so, how did you plan for a statewide implementation? If not, how would you plan for a statewide implementation of your product? Sample timeline? Effective professional development schedule? Is the Offeror willing to create professional development for a train-the-trainer model?

8.5.13	Provide details on the assessment system's scoring system. Detailed information on how the screener and diagnostics are scored. What does the score(s) signify?
8.5.14	Please provide information on the adaptability of the screening cycle. Is there an option to add or take away from the screening cycle?
8.5.15	Please provide information on the diagnostic pathway. Does the system develop a diagnostic pathway based on screening results or does the educator assign the pathway? Is the same diagnostic given for progress monitoring purposes due to a low number of items within the program's item bank? Please explain.
8.5.16	Provide information on how students are part of the goal setting and progress monitoring process. How do student receive immediate feedback?
8.5.17	Is there an online student training provided so students can gain familiarity with the program prior to testing?
8.5.18	Does the program require districts to follow a specific instructional scope and sequence for assessment and progress monitoring purposes?

8.6 Solution Usability (E) - Please provide anonymous digital access to Offeror's solution for the 14 Idaho K-2 Screener and Diagnostic Committee Members. Committee members will evaluate the solution on effectiveness and usability.

### 8.7 Minimal Technical Specifications and Solution

This is a mandatory part of your Proposal, and must be completed and submitted with your Technical Proposal.

Offerors must provide a detailed response to each requirement as to how the proposed solution complies with the requirement.

For any requirement carrying an evaluation code of "M" or "ME," any "No" or "N" **may result in the Offeror's proposal being deemed non-responsive**, in which case no further consideration will be given to the proposal. **Should the Offeror become the contracted provider, any "Yes" or "Y" response found to be incorrect, regardless of the reason, will deem the Contractor in breach of the Contract, and the Contract may be terminated or the Contractor given an opportunity to cure the breach at its own expense by modifying the proposed solution to meet the requirement.**

**If the State terminates the Contract, the State will have no liability to the Contractor, financially or otherwise, for false information given by the Offeror in its proposal, and retains the right to recover damages according to the State's Standard Terms and Conditions.**

**Offerors are cautioned and encouraged to seek clarifying information to any requirement by using the time set aside prior to the closing of the solicitation for receiving Offeror questions.**

Item #	Eval Code	Description
8.7.1	M	The solution must be a hosted system.
8.7.2	M	The technical platform of the solution must have been used in at least two (2) other successful implementations.
8.7.3	ME	Describe how the solution will maintain compatibility with other Idaho state assessments and avoid causing system conflicts or compatibility issues with other required assessment solutions.
8.7.4	M	The solution must allow all necessary Administrative Users to use the system concurrently.
8.7.5	M	The solution must allow all necessary students to test concurrently.
8.7.6	ME	The solution should allow for access by diverse client devices. At a minimum, the solution should support the following: Microsoft Internet Explorer 9 or higher, Chrome, Firefox, and Safari internet browsers; accessibility by mobile device (e.g. chromebooks, tablets, etc.).  Describe how the solution will offer access for administrative users as well as students testing from various platforms (devices, browsers, apps, etc.).
8.7.7	ME	Describe how the solution supports the Americans with Disabilities Act (ADA) section 508 compliance found at: <a href="http://www.dol.gov/dol/topic/disability/ada.htm">http://www.dol.gov/dol/topic/disability/ada.htm</a> .

8.7.8	M	The solution must be available to users 24 hours a day, 7 days a week, 365 days a year, except for planned and authorized maintenance.
8.7.9	M	SDE shall have the ability to create, edit, modify, extend, open, and close testing windows in a simple and efficient manner.
8.7.10	M	The Contractor must provide a reliable method of protecting and retrieving data in the event of a system failure.
8.7.11	M	Contractor must provide reliable backup and restoration services; backup files must be encrypted.
8.7.12	M	All data must be encrypted during transmission, use and storage.
8.7.13	ME	The system must maintain multiple levels of security/control (e.g State, District, School, Classroom). Describe these levels of security/control available in the solution.
8.7.14	M	The system must provide a reliable authentication mechanism which controls access to the system by validating each user (e.g. user-ID/password) at the start of each session.
8.7.15	M	Users must have individual and unique logins and passwords.
8.7.16	M	The system must store authentication credentials in encrypted format.
8.7.17	ME	Describe how the system would log unauthorized access attempts by date, time, user id, device and location, etc.
8.7.18	ME	Describe how the system would automatically log authorized user (admin, proctor, teacher, and student) activity [such as testing activity; system changes; setting changes; etc...].
8.7.19	M	Sessions must timeout (i.e. require logging in again) after a specified length of inactive time in the system.
8.7.20	ME	Contractor must respond to requests for technical support, with a solution or action plan in a timely manner. Describe how your solution will provide timely support and response to issues including any tiers of support, response times, etc.
8.7.21	M	System support must only be provided by the contractor or an SDE approved subcontractor.
8.7.22	M	Technical support must be available to SDE and district and school administrative users by phone and email during regular SDE business hours (M-F, 8-6 Mountain Time). Identify any additional support avenues that may be available such as online chat.
8.7.23	M	Contractor must provide a digital/printable user manual that may be accessed through the system interface.
8.7.24	M	The system must include searchable online help/troubleshooting (in addition to the full user manual), preferably launching specific to the User's current activity in the system.
8.7.25	M	Technical support, licensing fees, upgrades and patches must be included in the annual solution fee.
8.7.26	M	All error messages produced by the system must be user-friendly and meaningful so that users can determine how to correct the error or cancel the process.
8.7.27	ME	The system must allow for batch creation of administrator and student users using SDE specified format, as well as allow manual addition and management of users and accounts. Describe how the solution will facilitate user account administration.
8.7.28	M	The system must support management of user profiles (i.e. name changes, roles, etc.) for all types of users.
8.7.29	M	Administrative Users must be able to create, modify, disable, and reactivate user access and security rights for other users.
8.7.30	M	The system must enable creating, editing and assigning groups. Students should be able to belong to multiple groups based on student contact to permit authorized access to given student data.
8.7.31	M	Authorized SDE System Managers must be able to make changes to the system (e.g. cut scores) at no additional cost (whether or not technical support is required.)
8.7.32	M	The system must allow Authorized SDE System Managers to manually enter/edit District administrative users.
8.7.33	M	The solution must have the ability to reactivate users who have been locked out or inactivated (students and admin users).
8.7.34	M	The system must provide multiple levels of secure access to reports specified elsewhere in the RFP (users, status, testing results, etc.).
8.7.35	ME	The system should have a test prep that allows users the ability to offer student training on system use. Describe how students will be able to access a sample test (either a complete test or a few questions) in order to learn how the system functions before taking the assessment.
8.7.36	ME	The system must maintain student data records for a minimum of five (5) years.
8.7.37	ME	The system must allow for the use of State Student EDUID (Student Educational Unique Identification number) when entering student information.

## 9 Cost Proposal and Billing Procedure

### 9.1 (ME) Cost Proposal

Use the format established in **Appendix A** to respond to the Cost Proposal of this RFP, and identify it as “Cost Proposal – 18-3550 Mathematics Screener and Diagnostic System.” Altering the format may result in a finding that your Proposal is non-responsive.

The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

### 9.2 Billing Procedure

The Contractor must provide a signed invoice upon the SDE acceptance of each line item. The invoice must be submitted no later thirty (30) calendar days after acceptance. No invoice will be accepted or paid without receipt of required documentation. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

- 1 SDE contract number
- 2 Identification of the billing period.
- 3 Total amount billed for the billing period.
- 4 Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate.
- 5 Name of authorized individual/contact information for Contractor.

## 10 Proposal Review, Evaluation and Award

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

- 10.1 All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M) or (ME)**. Any Proposal (s) not meeting the Mandatory Submission Requirements may be found non-responsive.
- 10.2 The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an **(M) or (ME)**. All Proposals which are determined by the State, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
- 10.3 The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).
- 10.4 The scores for Business Information will be normalized as follows: The proposal with the highest raw Business Information Score will receive all available 75 Points. Other proposals will be assigned a portion of the maximum available points, using the formula:  $75 \times \text{raw score of business information being evaluated} / \text{highest business information score}$ .
- 10.5 The scores for Organization and Staffing will be normalized as follows: The proposal with the highest raw Organization and Staffing Score will receive all available 50 Points. Other proposals will be assigned a portion of the maximum available Organization and Staffing Points, using the formula:  $50 \times \text{raw score of Organization and Staffing proposal being evaluated} / \text{highest raw Organization and Staffing score}$ .
- 10.6 The scores for the Scope of Work will be normalized as follows: The proposal with the highest raw Scope of Work Score will receive all available 475 Points. Other proposals will be assigned a portion of the maximum available Scope of Work Points, using the formula:  $475 \times \text{raw score of Scope of Work proposal being evaluated} / \text{highest raw Scope of Work score}$ .
- 10.6 The scores for the Technical Requirements and Solution will be normalized as follows: The proposal with the highest raw Technical Requirements and Solution will receive all available 100 Points. Other proposals will be assigned a portion of the maximum available Technical Requirements and Solution Points, using the formula:  $200 \times \text{raw score of Technical Requirements and Solution proposal being evaluated} / \text{highest raw Technical Requirements and Solution score}$ .
- 10.7 The scores for the Solution Usability will be normalized as follows: The proposal with the highest raw Solution Usability Score will receive all available 50 Points. Other proposals will be assigned a portion of the maximum available Solution Usability Points, using the formula:  $50 \times \text{raw score of Solution Usability proposal being evaluated} / \text{highest raw Solution Usability score}$ .
- 10.8 Product Demonstration

Demonstrations and Software verification - The State may require demonstrations from up to six (6) Offerors with the highest combined Business Information, Organizations and Staffing, Scope of Work, and Technical Requirements and Solutions scores.

**10.9** The scores for the Cost Proposal will be normalized as follows: The Proposal with the lowest overall total cost proposed will receive a score of 300. Other Proposals will be assigned a portion of the maximum score using the formula:  $300 \times \frac{\text{lowest cost Proposal}}{\text{cost Proposal being evaluated}}$ .

**10.10** The number of total points for each Proposal will be determined by adding the normalized score for the Business Information score to the normalized score for the Organization and Staffing to the normalized score for the Scope of Work to the normalized score for the Technical Requirements and Solutions to the normalized score for the Product Demonstration to the normalized score for the Cost Proposal.

**10.11 Evaluation Criteria**

**Technical Proposal:**

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 6)	75 points
Organization and Staffing (Section 7)	42 points
Scope of Work - Project Approach (Sections 8.1 – 8.5)	433 points
Solution Usability (Section 8.6)	50 points
Technical Requirements and Solution (Section 8.7)	100 Points

**Cost Proposal (Appendix A)** 300 points

Total Points 1,000 points

**10.12 Best and Final Offers**

The SDE may, at its sole option, either accept an offerors initial proposal by award of contract or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded an offeror may be allowed to submit a "Best and Final Offer" for consideration.

**10.13 Negotiations**

The SDE may, in its best interest, elect to enter into negotiations with the apparent responsive, responsible Offeror who's Proposal receives the highest number of total normalized points.

## APPENDIX A – COST PROPOSAL

### 18-3550 Mathematics Screener and Diagnostic System

The offeror shall submit this Cost Proposal in a sealed envelope marked "Cost Proposal – 18-3550 Mathematics Screener and Diagnostic Systems" and shall be separate from the Technical Proposal. Along with this Cost Proposal, please provide an itemized breakdown to support your cost.

ESTIMATED QUANTITY	UNIT	ARTICLES	TOTAL PRICE
1	Total	School Year 17/18 (July 2017 to June 2018) Professional Development	\$ _____
1	Year	School Year 17/18 (July 2017 to June 2019) (approximately 12,000 students)	\$ _____
1	Total	School Year 18/19 Implementation Professional Development	\$ _____
1	Year	School Year 18/19 Field Test (approximately 20,000 students)	\$ _____
1	Year	On-going Operational Testing (up to 35,000 students)	\$ _____
1	Year	Annual Professional Development after years 1 and 2	\$ _____
<b>Total Proposal Cost</b>			<b>\$ _____</b>

Contractor's Legal Business Name		Tax ID#	
Phone:		Email:	
Contractor's Authorized Representative's Printed Name		Title	
Signature		Date	



## APPENDIX B - TERMS AND CONDITIONS

### 1. Definitions.

"Administrator" is the key person responsible in the district for testing and assessments given to students.

"Diagnostic assessment" refers to an assessment given to identify a student's specific learning challenges and needs and, as appropriate, diagnose learning disabilities to determine eligibility for special education services. These assessments are typically administered after a student's results on a screening assessment have identified the student as in need of support; they provide more detailed information related to the student's abilities and knowledge and are typically related to a specific content area.

"Intervention" refers to an instructional intervention to provide a student or students with needed support in a given area of need in order to close learning gaps; such as, a specific task/tasks, curriculum or program. Areas of need are identified through the use of a screener and diagnostic(s) assessments.

"Screening assessment" refers to an assessment given "to determine whether students may need specialized assistance or services, or whether they are ready to being a course, grade level, or academic program."<sup>1</sup> These simple, time-efficient, and objective measures produce data to inform judicious real-time instructional decisions, thus enabling true individualization of instruction at the student's point of learning.

### 2. Security of Student Data.

(a) The Contractor acknowledges that data received, transmitted, or originating under this Agreement may contain confidential, personally identifiable student data subject to the federal Family Educational Rights and Privacy Act (FERPA), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 ("Idaho Student Data Act"), or other privacy laws, and that disclosure to or use by third parties would be damaging and is expressly prohibited under this Agreement without the prior written permission of the SDE. Any such student data shall be used only for purposes of this Agreement, and any other uses of such student data not specifically set forth in this Agreement are strictly prohibited.

(b) In addition to those definitions provided in FERPA, and any other applicable state or federal law, and pursuant to the Idaho Student Data Act, "Student data" shall mean data collected and/or reported at the individual student level, and shall include, but not be limited to, (1) state and national assessment results, including information on untested public school students; (2) course taking and completion, credits earned and other transcript information; (3) course grades and grade point average; (4) date of birth, grade level and expected graduation date/graduation cohort; (5) degree, diploma, credential attainment and other school exit information such as general educational development and drop-out data; (6) attendance and mobility; (7) data required to calculate the federal four (4) year adjusted secondary cohort graduation rate, including sufficient exit information; (8) discipline reports limited to objective information sufficient to produce the federal annual incident reports, children with disabilities disciplinary reports and discipline reports including students involved with firearms; (9) remediation; (10) special education data; (11) demographic data and program participation information; and (12) files, documents, images or data containing a student's educational record that are stored in or transmitted through a cloud computing service.

(c) The Contractor agrees to hold any such student data in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to authorized employees and agents requiring such information, and shall not release or disclose it to any other party without the prior written consent of the SDE. The Contractor shall immediately (within twelve (12) hours) notify the SDE of any known or reasonably suspected unauthorized disclosures of student data. The Contractor shall also ensure that all subcontractor agreements specifically include the provisions of this section.

(d) At the conclusion of this Agreement, the Contractor shall transfer to the SDE any student data in its possession, custody, or control obtained or created pursuant to this Agreement. No later than thirty (30) days following the conclusion of this Agreement, provided the Contractor has transferred to the SDE all student data in its possession, custody, or control obtained or created pursuant to this Agreement, the Contractor shall destroy all copies of any such student data in its possession, custody, or

control and provide written notice to the SDE describing the student data destroyed, date of destruction, and method of destruction.

(e) The Contractor acknowledges and understands that any violation of this section regarding security of student data, in addition to constituting a breach of this Agreement, may subject the Contractor to a civil penalty under the terms of the Idaho Student Data Act.

(f) The Contractor shall have in place Administrative Security, Physical Security, and Logical Security controls to protect from a Data Breach or Unauthorized Data Disclosure.

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

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

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

6. Contractor's Status. Contractor's status under this Agreement shall be that of an Independent Contractor, and not that of an agent or employee. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Contractor shall indemnify SDE and the State of Idaho and hold them harmless from any and all claims for taxes (including, but not limited to, social security taxes), penalties, attorney's fees and costs that may be made or assessed against SDE or the State of Idaho arising out of Contractor's failure to pay such taxes, fees or contributions. Contractor warrants and represents that Contractor has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for Contractor to perform the work as set forth in this Agreement.

7. Reimbursement of Expenses. SDE shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed to in writing by the SDE.

8. Equipment, Tools, Materials, or Supplies. Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed.

9. Fringe Benefits. Because Contractor is engaged in its own independent contracting business, Contractor is not eligible for, nor entitled to, and shall not participate in, any of SDE's or the State of Idaho's pension, health or other fringe benefit plans.

10. Indemnification. Contractor agrees to indemnify and hold harmless the State of Idaho, as well as the SDE, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Contractor's acts or omissions in the performance of services under this Agreement.

11. Effect of Termination. Upon termination by the SDE, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the SDE any property provided by the SDE pursuant to this Agreement; and (c) deliver or otherwise make available to the SDE all data, reports, estimates, summaries and such other information and materials as may have been prepared or accumulated by the Contractor in performing this Agreement, whether completed or in process. Upon termination by the SDE, the SDE may take over the work and may award another party a contract to complete the work contemplated by this Agreement. Notwithstanding a termination, the Contractor's obligations, if any, to provide follow-up services on work currently in progress shall remain in effect until such services are completed.

12. Notices. Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address. Either party may change its address by giving notice of the change in accordance with this paragraph.

13. No Authority to Bind SDE. The Contractor has no authority to enter into contracts or agreements on behalf of the SDE. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the SDE and Contractor in any respect.

14. Public Records. Pursuant to Idaho Code section 74-101 et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption. The Contractor agrees to indemnify and defend the SDE for honoring such a designation. The failure to designate any document that is released by the SDE shall constitute a complete waiver of any and all claims for damages caused by any such release. If a Public Records Law request is made for materials claimed exempt, the Contractor claiming the exemption shall provide the legal defense for such claim.

15. Records and Audits.

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

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

16. Assignment. The Contractor may not assign this Agreement without the prior written permission of the SDE.

17. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the SDE and the Contractor.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the SDE and the Contractor. This Agreement may not be modified without the written consent of the parties.

20. Attorneys' Fees. In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. Legal Compliance. The Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. Sufficient Appropriation by Legislature Required. The parties understand and agree that the SDE is a governmental entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The SDE reserves the right to terminate this Agreement, or any order placed under it, in whole or in part, if in the SDE's sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the SDE to continue payments or requires any return or "give-back" of funds required for the SDE to continue payments, or if the Executive Branch of the State of Idaho mandates any cuts or holdback in the SDE's spending. Any such termination shall take effect on ten (10) days' notice to Contractor by the SDE and be otherwise effective as provided in this Agreement. It is understood and agreed that the SDE's payments provided for under this Agreement shall be paid from legislative appropriations.

24. Officials, Agents and Employees of SDE not Personally Liable. The Parties agree that in no event shall any official, officer, employee or agent of the SDE or State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the SDE shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. Force Majeure. Neither party to this Agreement shall be liable for or deemed to be in default for any delay or failure to perform under this Agreement if such delay or failure to perform results from act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

26. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. Criminal Background Check. This Agreement is contingent upon Contractor, its employees, agents or representatives, that may come into contact with Idaho public school children when performing any duty required by this contract, submit to a criminal background check. Contractor, its employees, agents or representative shall bear the cost of the criminal background check. Said criminal background check results shall be submitted to the SDE prior to performance of this contract. Failure of the Contractor, its employees, agents or representatives to submit to a criminal background or failure to pass a criminal background check shall constitute a material breach of the Agreement and the SDE reserves the right to terminate this contract without incurring any liability for payment to Contractor.

28. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If the Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

29. Assumption of Risk. The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The SDE shall notify the Contractor of any state or federal determination of noncompliance.

30. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Idaho State Department of Education as the sponsoring agency and shall not be released without prior written approval of SDE.

31. Insurance Requirements. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. The contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. The contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the state.

All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho and the State Department of Education as Additional Insured. A certified copy of the endorsement, or complete policy containing the endorsement, shall be provided to the state prior to the commencement of work.

All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the state.

If any of the liability insurance required for this agreement is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this agreement or twenty-four-months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

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

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

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

Because Contractor is engaged in an independent contracting business and is not an employee of SDE, SDE will not obtain worker's compensation insurance for Contractor or Contractor's employees. Contractor agrees to obtain worker's compensation coverage as required by law for the Contractor and the Contractor's employees and to furnish a copy of the Contractor's certificate of worker's compensation insurance to the SDE upon the SDE's demand.

(b) Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate.

If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

(c) Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate.

If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto Liability is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

(d) Professional Liability or Errors and Omissions Coverage – In the event that services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services, Professional Liability/Errors and Omissions Insurance shall be required instead of Commercial General Liability insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

## **ATTACHMENT 1 - OFFEROR QUESTIONS**

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

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

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

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

18-3550 Mathematics Screener and Diagnostics System

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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23				



## ATTACHMENT 2 - REFERENCES

### INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on three (3) completed reference questionnaires (if fewer than three (3) are received prior to the RFP closing date and time, the Offeror will receive a zero (0) for all questions not scored and questionnaires not received). Scores from reference questionnaires will be averaged. The reference questionnaires must be from individuals, companies, or agencies for which the Offeror provided products or services that are similar in nature and scope to those requested by this RFP, and within the last 5 years from the date this RFP was posted. The SDE may not be utilized as a reference. Only one (1) reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted.

References outside the requisite number of years (*See* paragraph above), and references determined by the State, in its sole discretion, to be not of a similar nature and scope to the products or services requested in this RFP will receive a score of zero (0). **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the State.** It is in the State's sole discretion as to whether or not any references will be contacted for clarification or for additional information.

**REFERENCES MUST BE RECEIVED BY THE RFP LEAD, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.**

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "OFFEROR NAME" line.
  - c. Be certain that the RFP closing date and time in Instruction 5, on the following page, is correct.
2. Send the "Reference's Response To" document to your references to complete.

**NOTES:** It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

References are not scored by a Technical Proposal evaluation committee. References will provide scores via the reference questionnaires and the RFP Lead will enter the scores for qualifying references into a spreadsheet that will calculate averaged scores.

**REFERENCE QUESTIONNAIRE  
REFERENCE'S RESPONSE TO:  
18-3550  
Mathematics Screener and Diagnostics System**

**REFERENCE NAME (Company/Organization):** \_\_\_\_\_

**OFFEROR (Vendor) NAME (Company/Organization):** \_\_\_\_\_ has submitted a Proposal to the State of Idaho, State Department of Education, to provide the following services: Mathematics Screener and Diagnostics System. We've chosen you as one of our references.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Lead: Anthony L. Pirc  
Chief Procurement Officer  
  
E-mail: procurement@sde.idaho.gov
5. This completed document **MUST** be received no later than June 2, 2017 at 2:59:59 p.m. Mountain Time. Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

## Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

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1. Please include a brief description of the services provided by this vendor:

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2. During what time period did the vendor provide these services for your business?

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail address

