

Optional Statewide Electronic Individual Education Program e-IEP



IDAHO STATE DEPARTMENT OF EDUCATION
DIVISION OF SPECIAL EDUCATION

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TABLE OF CONTENTS

1 RFP ADMINISTRATIVE INFORMATION 4

2 OVERVIEW 5

 2.1 Purpose..... 5

 2.2 Background Information 5

 2.3 Pre-Proposal Conference 6

 2.4 Questions 6

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL..... 7

 3.1 Manually Submitted Proposals Only 7

 3.2 (M) Signature Page..... 7

4 PROPOSAL FORMAT..... 8

 4.1 Evaluation Codes 8

 4.2 Table of Contents 8

 4.3 Format 8

5 MANDATORY SUBMISSION REQUIREMENTS 8

 5.1 (M) Cover Letter 8

 5.2 (M) Acknowledgement of Amendments..... 9

 5.3 Trade Secrets..... 10

 5.4 Executive Summary 10

6 BUSINESS INFORMATION 10

 6.1 (ME) Experience 10

 6.2 (M) Solution Experience 10

 6.3 (M) Implementation..... 11

 6.4 (M) Solution..... 11

 6.5 (ME) Key Personnel and Qualifications..... 11

 6.6 (ME) Subcontractors and third party providers..... 11

 6.7 (ME) References..... 11

7 SCOPE OF WORK..... 11

 7.1 Proposed Solution 11

 7.2 Technical Requirements..... 11

 7.3 Professional Development 11

8 COST PROPOSAL AND BILLING PROCEDURE 12

 8.1 Cost Proposal..... 12

9 PROPOSAL REVIEW, EVALUATION AND AWARD..... 12

9.10	Evaluation Criteria	13
9.11	Best and Final Offers	13
9.12	Negotiations	14
10	REJECTION OF PROPOSALS AND CANCELLATION OF SOLICITATION	14
10.1	Rejection or Cancellation of Proposal	14
	APPENDIX A – TERMS AND CONDITONS.....	15
	APPENDIX B – PRE-PROPOSAL CONFERENCE REGISTRATION FORM	32
	APPENDIX C – OFFERROR QUESTIONS.....	33
	APPENDIX D – REFERENCE QUESTIONNAIRE	34
	APPENDIX E – PROPOSED SOLUTION	38
	APPENDIX F – TECHNICAL REQUIREMENTS	40
	APPENDIX G – PROFESSIONAL DEVELOPMENT	43
	APPENDIX H – COST PROPOSAL.....	44

1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	RFP #19-5020 Optional Statewide e-IEP
RFP Lead:	Kathy E. Corless 650 W. State Street, 2 nd Floor Boise, ID 83702 208-332-6857 procurement@sde.idaho.gov
Submit sealed Proposal: <i>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.</i>	650 W. State Street, 2 nd Floor Boise, ID 83702
Pre- Proposal Conference Registration:	April 26, 2018 @ 2:00 PM MST
Pre-Proposal Conference Call:	April 27, 2018 @ 2:00 PM MST
Deadline To Receive Questions:	May 7, 2018 @ 5:00 PM MST
RFP Closing Time and Date:	May 16, 2018 @ 5:00 PM MST
RFP Bid Opening Date:	May 17, 2018 @ 9:00 AM MST
Proposal Demonstrations	May 22, 2018 and May 23, 2018
Intent to Award Date	May 30, 2018
Initial Term of Contract and Renewals:	Contract will begin on July 1, 2018 through June 30, 2019. This contract may be extended by one (1) year increments upon mutual, written agreement for no more than four (4) additional years.

2 OVERVIEW

2.1 PURPOSE

The Idaho State Department of Education (SDE) is seeking proposals to provide a web-based electronic individual education program (e-IEP) solution (Solution) to potentially be implemented statewide. The e-IEP software will optimize the creation, submission and sharing of IEP forms and related documents among authorized users including local education agencies (LEA) and the SDE. The proposed Solution will incorporate the current Idaho IEP form templates (located at [Special Education Forms](#)) into a user friendly and flexible data management system with the ability to respond to changing legislative mandates and satisfy reporting obligations at the local, state and federal levels.

It would not be mandatory for LEAs to use this solution. The LEAs would be permitted to opt-in to use the statewide solution at their discretion. The SDE is interested in a first year pilot program that would consist of up to one-third of Idaho's Child Count Population; with consideration for further roll out over subsequent years.

The solution must simplify paperwork and reduce the amount of time and effort expended in meeting the complex demands associated with the special education paperwork process. The solution must support the management of caseloads and completion of documents in a manner that is time efficient. The solution must have management tools available to schools, districts, and the Idaho Department of Education.

The solution must allow special education records and all associated records in the system to be transferred, in a secure manner, from LEA to LEA, and within the LEA school to school. Authorized teachers and administrators will access the information from any Internet-enabled computer.

2.2 BACKGROUND INFORMATION

Idaho is comprised of both moderately sized population centers and sparsely populated areas with very small towns. Idaho boasts some of the largest wilderness areas in the United States. The land area is 83,557 square miles with a total student enrollment of 302,332 as of November 3, 2017. Idaho has 3.62 students per square mile with the smallest Local Educational Agency (LEA) (Prairie) having a total enrollment of 3 students and the largest LEA (West Ada) having a total enrollment of 38,945, students.

Statewide child count number of students with disabilities is 32,908 as of November 3, 2017. Idaho currently has 155 LEAs, 37 Charter Schools and 10 Charter Schools authorized under an LEA. The Department of Special Education under the Idaho Department of Education is responsible for ensuring that all LEAs and Charters are in compliance with the Individuals with Disabilities Education Act (IDEA), and Idaho code.

Currently LEAs and Charters receive a portion of their IDEA part B funds specifically designated to the IEP management solution of their choosing. LEA administrators and stakeholders across Idaho have asked that the SDE consider offering an optional statewide solution that would facilitate efficient compliance to state and federal reporting as well as transfer of student records from LEA to LEA.

2.3 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference call will be held at the location and time as indicated in **Section 1, page 3 of this RFP**. This will be your opportunity to ask questions, with the State Department of Education (SDE) staff. All parties interested are invited to participate by an established call-in number. Those choosing to participate must pre-register to receive phone conferencing details by submitting the completed Pre-Proposal Conference Registration Form (**Appendix B**) via email to the RFP Lead. Parties interested are asked to register by as indicated in **Section 1, page 3 of this RFP**. Any questions and oral answers given by the State during the pre-proposal conference will be documented as questions. Conference attendance is at the participant's own expense.

2.4 QUESTIONS

All correspondence must be in writing to the RFP lead. The questions from the pre-conference and all submitted questions in writing will become and addenda to the RFP and posted on the SDE website at [Contracting Opportunities](#). It is the responsibility of parties interested in this RFP to monitor the [SDE Contracting Opportunities website](#) for any updates or amendments. All changes to this RFP will be in writing and must be posted to the [SDE Contracting Opportunities website](#) to be valid.

2.4.1 Questions or other correspondence must be submitted in writing to the RFP Lead. Questions must be received in writing as indicated in **Section 1, page 3 of this RFP**.

2.4.2 Written questions must be submitted using Appendix C, 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 **Appendix C**, Offeror Questions, by the deadline indicated in **Section 1, page 3 of this RFP**. 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 by the deadline indicated in **Section 1, page 3 of this RFP**. 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.** Electronic proposals will not be accepted.

The Proposal must be addressed to the RFP Lead, sealed, and identified as **“RFP 19-5020 Optional Statewide e-IEP”**. 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 with a signature page. Place all Proposal response materials within a larger package. Each Proposal must include one (1) original with 11 copies of the Technical Proposal and one (1) original of the Cost Proposal.

Offerors must also submit (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 alternative 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 – 19-5020 Optional Statewide e-IEP”**.

The Cost Proposal must be separately sealed, identified as **“Cost Proposal – 19-5020 Optional Statewide e-IEP”**.

3.2 (M) SIGNATURE PAGE

All Proposals must be submitted with a Signature Page and must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned with the relevant solicitation documents. Your original Signature Page should be included at the front of 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 Offerors Proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offerors 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 Offerors 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 Appendix letter and name.

4.3 FORMAT

Proposals shall follow the numerical order of this RFP and Appendix lettering starting at the beginning and continuing through the end of the RFP. Proposal sections Appendix must be identified with the corresponding numbers and headings used in the RFP. In your response, restate the RFP section, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics or other indicator to clearly distinguish the RFP section of Section from the 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 Offerors name, mailing address, telephone number, e-mail address, and name of Offerors 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 Offerors 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 Offerors acceptance of and willingness to comply with the requirements of the RFP and attachments.

5.1.3. A statement of the Offerors 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 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 [System for Award Management](#).

5.1.7 A statement affirming the Proposal will be firm and binding for one year from July 1, 2018.

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; 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

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" on each page of such documents and shall indicate the basis for such exemption. SDE will not accept the marking of an entire document as exempt. In addition, SDE will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. SDE is not obligated to deny public records requests for such material or to defend a challenge to such a denial; however, the Contractor shall indemnify and defend SDE against all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever arising out of SDE's denying a public records request for such records, or the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by SDE shall constitute a complete waiver of any and all claims for damages against SDE for damages alleged to have been caused by any such release.

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 number, section title and number, paragraph number and specific portions of text or other information.

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."

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 solution to be performed.

6 BUSINESS INFORMATION

6.1 (ME) EXPERIENCE

Describe in detail the Offerors knowledge and experience in providing product/services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

6.2 (M) SOLUTION EXPERIENCE

The Offeror must have a minimum of three (3) years of experience providing the proposed Software as a Solution (Saas) to be eligible for award.

6.3 (M) IMPLEMENTATION

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.

6.4 (M) SOLUTION

The Offeror must own the Software as a Solution (Saas) to be eligible for award.

6.5 (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 and include an organization chart.

6.6 (ME) SUBCONTRACTORS AND THIRD PARTY PROVIDERS

If you intend to utilize subcontractors and/or third party providers, 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. List any third parties that will be used and their product and how it implements into fulfillment of this Contract. Include a description of how the Offeror will ensure that all subcontractors, their employees, and/or third party providers will meet all requirements.

6.7 (ME) REFERENCES

Provide three (3) completed Reference Questionnaires from current clients. **See Appendix D.**

7 SCOPE OF WORK

7.1 PROPOSED SOLUTION

Use the format established in **Appendix E** to respond to the Scope of Work section of this RFP.

7.2 TECHNICAL REQUIREMENTS

Use the format established in **Appendix F** to respond to the Scope of Work section of this RFP.

7.3 PROFESSIONAL DEVELOPMENT

Use the format established in **Appendix G** to respond to the Scope of Work section of this RFP.

8 COST PROPOSAL AND BILLING PROCEDURE

8.1 COST PROPOSAL

Use the format established in **Appendix H** to respond to the Cost Proposal of this RFP, and identify it as “Cost Proposal –19-5020 Optional Statewide e-IEP. Altering the format may result in a finding that your Proposal is non-responsive.

9 PROPOSAL REVIEW, EVALUATION AND AWARD

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

- 9.1 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.
- 9.2 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.
- 9.3 The Technical Proposal will be evaluated and scored utilizing one (1) or more evaluation committee(s).
- 9.4 The scores for Business Information will be normalized as follows: The proposal with the highest raw Business Information Score will receive all available 100 Points. Other proposals will be assigned a portion of the maximum available points, using the formula: $100 \times \text{raw score of business information being evaluated} / \text{highest business information score}$.
- 9.5 The scores for the Proposed Solution will be normalized as follows: The proposal with the highest raw Business Information Score will receive all available 300 Points. Other proposals will be assigned a portion of the maximum available points, using the formula: $300 \times \text{raw score of business information being evaluated} / \text{highest business information score}$.
- 9.6 The scores for the Technical Proposal will be normalized as follows: The proposal with the highest raw score receive all available 200 Points. Other proposals will be assigned a portion of the maximum available, using the formula: $200 \times \text{raw score of Technical Proposal being evaluated} / \text{highest raw Technical Proposal score}$.
- 9.7 The scores for the Professional Development and Support will be normalized as follows: The proposal with the highest raw Business Information Score will receive all available 100 Points. Other proposals will be assigned a portion of the maximum available points,

using the formula: $100 \times \text{raw score of business information being evaluated} / \text{highest business information score}$.

9.8 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 200. Other Proposals will be assigned a portion of the maximum score using the formula: $200 \times \text{lowest cost Proposal} / \text{cost Proposal being evaluated}$.

9.9 Demonstrations and Software verification - The State will require on-site demonstrations for all responsive Offerors. The proposal with the highest raw Demonstration Score will receive all available 100 Points. Other proposals will be assigned a portion of the maximum available points, using the formula: $100 \times \text{raw score of demonstration being evaluated} / \text{highest demonstration score}$.

9.10 EVALUATION CRITERIA

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information	100 pts
Scope of Work	
Proposed Solution	300 pts
Technical Requirements	200 pts
Professional Development	100 pts
Demonstrations	100 pts
Cost Proposal (Appendix E)	200 pts
<i>Total Points' Possible</i>	<i>1000 pts</i>

9.11 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.

9.12 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.

10 REJECTION OF PROPOSALS AND CANCELLATION OF SOLICITATION

10.1 REJECTION OR CANCELLATION OF PROPOSAL

Prior to the issuance of a Contract, the SDE shall have the right to accept or reject all or any part of a Proposal when: (i) it is in the best interests of the SDE; (ii) Proposal does not meet the minimum specifications; (iii) there is insufficient competition (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; (v) there is a change in requirements; (vi) all submissions are deemed unreasonable or sufficient funds are not available; (vii) Proposal was not independently arrived at or were submitted in bad faith; (viii) it is determined that all requirements of the Solicitation process were not met.



Appendix A – Terms and Conditions

19-5020 – OPTIONAL STATEWIDE E-IEP

1 GENERAL INFORMATION

1.1 DEFINITIONS

1.1.1 SDE

The Idaho State Department of Education (SDE).

1.1.2 Contractor

The individual or business who has been awarded this Agreement to provide services for a certain price.

1.1.3 Solution

The product or software solution(s) the contractor will be proposing in their offer.

1.1.4 LEA

Local Education Agency (School Districts and/or Charter Schools)

1.1.5 Agreement

A duly executed written agreement between SDE and the Contractor resulting from this solicitation, which shall include these Terms and Conditions, the Technical Proposal, the Scope of Work, the Cost Proposal and all attachments thereto.

1.1.6 Attachments

The attached project descriptions, work supplements, work agreements, exhibits, maps, and other labeled references, are a part of this contract, and any special terms therein are binding upon all parties.

1.1.7 Contracting Officer

The SDE employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.

1.1.8 Contract Administrator

The designated SDE representative(s) who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work.

1.1.9 Property

Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.



1.1.10 Scope of Work

Detailed outline of the location, project description, timeline, and deliverables.

1.1.11 Services

Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.

1.1.12 e-IEP

Electronic Individualized Education Program.

1.1.13 IDEA

Individuals with Disabilities Education Act.

1.1.14 ECEA

Exceptional Children's Educational Act.

1.1.15 ESLU

Exceptional Student Leadership Unit.

1.1.16 EDEN/ED Facts

Federal Reporting System.

1.1.17 FERPA

Family Educational Rights and Privacy Act.

1.2 PURPOSE

The purpose of this RFP is to hire a contractor(s) to provide Meal Compliance/Nutrition Review Services within the requirements laid out in the Scope of Work.

1.3 METHOD OF PAYMENT

All payments will be made in accordance with Idaho Code § 67-2302, Prompt Payment for Goods and Services.

1.4 CONTRACT TERM

Any contract that may result from this RFP is anticipated to commence on or around July 1, 2018 and shall remain active until June 30, 2019. Contract may be extended by one (1) year increments upon mutual, written agreement for no more than four (4) additional years.



1.5 OFFEROR NON-RESPONSIVE

It will be the Offerors responsibility to check the SDE website for any addenda prior to submitting a proposal. In the event SDE revises any part of the solicitation documents, it will make addenda available on the SDE website. Information given to an Offeror will be available to all other Offerors if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Offerors.

1.6 ORAL INFORMATION

SDE will not be responsible for any verbal or oral information regarding this solicitation.

1.7 OFFEROR DISQUALIFICATION

Idaho State Department of Education (SDE) reserves the right to make reasonable inquiry to determine the responsibility of an Offeror. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful Offerors must show to the satisfaction of the Idaho State Department of Education that they have sufficient equipment to complete the work contracted by the time specified. The failure of an Offeror to promptly supply information in connection with a proposal is reason for disqualification.

1.8 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" on each page of such documents and shall indicate the basis for such exemption. SDE will not accept the marking of an entire document as exempt. In addition, SDE will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. SDE is not obligated to deny public records requests for such material or to defend a challenge to such a denial; however, the Contractor shall indemnify and defend SDE against all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever arising out of SDE's denying a public records request for such records, or the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by SDE shall constitute a complete waiver of any and all claims for damages against SDE for damages alleged to have been caused by any such release.



1.9 REJECTION OF PROPOSAL AND CANCELLATION OF SOLICITATION

Prior to the issuance of a Contract, the SDE shall have the right to accept or reject all or any part of a Proposal when: (i) it is in the best interests of the SDE; (ii) Proposal does not meet the minimum specifications; (iii) there is insufficient competition (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; (v) there is a change in requirements; (vi) all submissions are deemed unreasonable or sufficient funds are not available; (vii) Proposal was not independently arrived at or were submitted in bad faith; (viii) it is determined that all requirements of the Solicitation process were not met.

1.10 PROPOSAL AWARD NOTIFICATION

SDE intends to notify all Offerors within five (5) working days, following the evaluation period, by email of its intent to award a contract and the evaluation scores for all participants.

1.11 ADMINISTRATIVE APPEALS

The laws applicable to administrative appeals are set forth at Idaho Code Section 67-9232(1) (Specification Appeals), Idaho Code Section 67-9232(2) (Nonresponsive Appeals), Idaho Code Section 67-9232(3) (Bid Award/Lowest Responsible Bidder Appeal), and Idaho Code Section 67-9232(4) (Sole Source Appeal).

1.12 TERMS OF AGREEMENT AND TERMINATION

This Agreement shall be effective upon signature by both parties, unless a later date is specified herein, and shall remain in force until June 30, 2019, or until terminated by the SDE, whichever occurs first. SDE shall not pay, and shall have no obligation to pay, for any services rendered prior to the effective date of this Agreement. The SDE may terminate this Agreement at any time with or without cause upon thirty (30) days of notice to Contractor, specifying the date of termination. Upon termination pursuant to this section, all obligations of the parties shall cease and the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the SDE.

1.13 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.

1.14 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, subject to any interests of the United States, 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.

1.15 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. The SDE and Contractor agree that the Contractor is an "Independent Contractor" as defined by law as to all work performed under this Agreement.

Contractor while operating under this agreement, including trainings, meetings with educators and SDE employees shall provide information, guidance, recommendations and such that pertain only to the solution. Contractor shall not use the agreement or any meetings, training or conference calls related to the contract to market other software, products, or services. The Contractor acknowledges and understands that violation of this section may be considered a breach of contract.



1.16 CONTRACTOR'S STATUS

The Contractor's status under this Agreement shall be that of an Independent Contractor, and not that of an agent or employee. The 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. The Contractor shall indemnify the SDE and 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 the SDE or State of Idaho arising out of the Contractor's failure to pay such taxes, fees or contributions. The Contractor warrants and represents that the Contractor has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for the Contractor to perform the work as set forth in this Agreement.

1.17 REIMBURSEMENT OF EXPENSES

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

1.18 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.

1.19 FRINGE BENEFITS

Contractor is engaged in a contracting business, the Contractor is not eligible for, nor entitled to, and shall not participate in, any of the SDE's or the State of Idaho's pension, health or fringe benefit plans.

1.20 INDEMNIFICATION

Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save



harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to Idaho Code Section 12.123 (3).

Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

1.21 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.

1.22 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.

1.23 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.



1.24 RECORDS AND AUDITS

1.24.1 The Contractor shall maintain a complete file of all records, documents, communications and other written materials that pertain to the delivery of goods or services under this Agreement and shall maintain such records for a period of three (3) 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.

1.24.2 The Contractor shall permit the SDE or any duly authorized agent of the SDE, the Comptroller General and/or the Inspector General of any federal agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's records during the term of this Agreement and for a period of three (3) 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, the Comptroller General and/or the Inspector General of any federal agency 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. 34 CFR Part 80.

1.25 ASSIGNMENT

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

1.26 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.

1.27 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.

1.28 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.



1.29 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.

1.30 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. This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement

1.31 LEGAL COMPLIANCE

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

1.32 SUFFICIENT FUNDING

This Agreement is federally funded. It is understood and agreed that the SDE is a governmental entity, and this Agreement shall in no way be construed so as to bind the SDE or the State of Idaho beyond the term of any particular appropriation or award of funds by the United States Congress, United States Department of Education, United States Department of Agriculture, or any other federal agency or entity, as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds by the Legislature or Executive Department of the State of Idaho, as may exist from time to time. The SDE reserves the right to terminate this Agreement if, in its sole judgment, the United States Congress, United States Department of Education, United States Department of Agriculture, or other applicable federal agency or entity, withdraws or freezes the SDE's federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds, including any sequestration of funds pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985 (Pub. Law 99-177, Title II) and/or the Budget Control Act of 2011 (Pub. Law 112-25), as may be required to continue payments under this Agreement. The SDE further reserves the right to terminate this Agreement if, in its sole judgment, the Legislature or Executive Department of the State of Idaho withdraws or freezes the SDE's spending authority regarding the federal funds required to continue payments under this



Agreement. Any such termination shall take effect on ten (10) days written notice to the Contractor.

1.33 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.

1.34 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.

1.35 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.

1.36 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.

1.37 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.

1.38 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.

1.39 SUSPENSION AND DEBARMENT

By signing this agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 34 CFR Part 85, or are on the disbarred vendors list at www.epls.gov. Further, the Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.

1.40 NONDISCRIMINATION

The Contractor shall comply with the Civil Rights Act of 1964, the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate



against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.

1.41 LIMITATIONS ON LOBBYING ACTIVITIES

By signing this agreement, the Contractor certifies and agrees that, in accordance with 34 CFR Part 82, payments made from a federal grant shall not be utilized by the Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

1.42 COPYRIGHT LICENSE AND PATENT RIGHTS

The Contractor acknowledges in 34 CFR Part 80 that U.S. Department of Education, the State of Idaho, and the SDE reserve a royalty-free, non-exclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this agreement; and (2) any rights of copyright to which the Contractor purchases ownership using funds awarded under this agreement. The Contractor must consult with the SDE regarding any patent rights that arise from, or are purchased with, funds awarded under this agreement.

1.43 HUMAN TRAFFICKING

As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the agreement is in effect; or (c) Uses forced labor in the performance of the agreement.

1.44 DATA RIGHTS

The Contractor grants to the SDE the right to use data created in the performance of this Agreement solely for the purpose of and only to the extent required to meet the SDE's obligations to the Federal Government under its Prime Award. SDE shall retain all ownership rights in any data or information provided to the Contractor by the SDE for purposes of this Agreement.



1.45 COMPLIANCE WITH STATUTES, REGULATIONS, AND APPLICATIONS

The contractor shall comply with applicable Federal and state statutes, regulations, and shall use Federal funds in accordance with those statutes, regulations, and federal program specific requirements.

1.46 PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle during official grant business or from using government supplied electronic equipment to text or email when driving. Recipients must comply with these conditions under Executive Order 13513, October 1, 2009.

1.47 SECURITY OF STUDENT DATA

1.47.1 The Contractor acknowledges that data received, transmitted, or originating under this Agreement may contain confidential, personally identifiable student data subject to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 ("Idaho Student Data Act"), Idaho Code 33-133, 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.

1.47.2 In addition to those definitions provided in FERPA (20 U.S.C. § 1232g; 34 CFR Part 99), and any other applicable state or federal law, and pursuant to the Idaho Student Data Act, Idaho Code 33-133, "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.

1.47.3 The contractor agrees to hold any such student data in the 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. The Contractor shall immediately (within twelve 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.

1.47.4 The Contractor shall have a detailed data security plan that includes, (1) guidelines for authorizing access to the student data system and to individual student data including guidelines for authentication of authorized access; (2) guidelines relating to administrative safeguards providing for the security of electronic and physical data; such guidelines should include provisions relating to data encryption as well as staff training to better ensure the safety and security of data, (3) privacy compliance standards; (4) privacy and security audits; (5) breach planning, notification and procedures (6) data retention and disposition policies.

1.47.5 At the conclusion of the 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 days following the conclusions of this Agreement, provided the Contractor has transferred to the SDE all students data in its possession, custody, or control obtained or created pursuant to this Agreement, the Contractors 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.

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

1.48 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.

1.48.1 Insurance Endorsements

All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho 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.

1.48.2 Insurance Details.

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.

1.49 INSURANCE TYPES

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:

1.49.1 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.

1.49.2 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.

1.49.3 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.

1.49.4 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.

1.49.5 Cyber Risk Insurance - Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Vendor, supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.



Information Security/Cyber Liability Insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

1.49.5.1 Cyber Risk Limits with a limit of not less than \$2,000,000 each occurrence, and \$2,000,000 for Network Security and Privacy Liability. A minimum limit of 50% of the policy aggregate dedicated for Breach Response and Notification Sublimit.

Technology Products E&O with a limit of not less than \$2,000,000 if Vendors supplying technology related services and or products.

The Retroactive Data must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work. If coverage is canceled and non-renewed, and not replaced with another claims-made policy form with Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

1.50 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same agreement. Electronic, facsimile, scanned, or photocopied signatures shall be deemed original signatures.



Appendix B – Pre-Proposal Conference Registration Form

19-5020 OPTIONAL STATEWIDE E-IEP

PRE-PROPOSAL CONFERENCE CALL REGISTRATION

Date: April 26, 2018 at 2:00 PM MST

PRE-PROPOSAL CONFERENCE CALL

Date: April 27, 2018 at 2:00 PM MST

STATE DEPARTMENT OF EDUCATION

RFP #: 19-5020

Title: Optional Statewide e-EIP

Potential Offerors choosing to participate in the Pre-Proposal Conference **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead at procurement@sde.idaho.gov. After the RFP Lead receives your form, you will be provided with phone conferencing details. Attendees are asked to register for the Pre-Proposal Conference no later than **Tuesday, April 26, 2018 at 2:00pm MST**.

Please Print

Name:

Company:

Email Address:

Phone Number:



Appendix C – Offeror Questions

19-5020 OPTIONAL STATEWIDE E-IEP

INSTRUCTIONS

1. Complete the row in the table below including:
 - a. RFP Section
 - b. Page number (#)
 - c. Question
2. Leave the response column blank, the SDE will complete this field.
3. If the question is a general question not related to a specific RFP section, enter “General” in column 2.
4. If the question is in regard to Term and Condition, include the specific clause number in column 2.
5. If the question is in regard to an attachment or exhibit, enter the identifier (example “Attachment A”) in the “RFP Section” in column 2, and the attachment page number in the column 3.
6. Please do not identify yourself or organization.
7. You can add additional rows if needed by selecting the tab key within the table.
8. Once completed, email the form to procurement@sde.idaho.gov and include RFP number and questions in the subject line.
9. Responses to questions will be posted online at [SDE Contracting Opportunities website](#).

QUESTION	RFP SECTION	RFP PAGE #	QUESTION	RESPONSE
1				
2				
3				
4				
5				



Appendix D – (ME) Reference Questionnaire

19-5020 – OPTIONAL STATEWIDE E-IEP

REFERENCE NAME (Company or Organization): _____

OFFEROR NAME (Company or Organization): _____

The company has submitted a proposal to the State of Idaho Department of Education, to provide the following services: Optional Statewide e-IEP. 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 **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:
RFP Lead: Chief Procurement Officer
E-mail: procurement@sde.idaho.gov
5. This completed document **MUST** be received no later than May 16, 2018, at 5:00 PM 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:



RATING SCALE

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

10. Rate the level of the vendor's communication with your organization:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

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

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

Month: _____ Year: _____ to Month: _____ Year: _____



Section III. ACKNOWLEDGEMENT

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

E-mail

Phone Number



Appendix E – Proposed Solution

19-5020 OPTIONAL STATEWIDE E-IEP

DESCRIPTION OF PROPOSED SOLUTION

The SDE is seeking a statewide e-IEP solution that will be offered as an option to each LEA. 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. The LEA’s will have current ownership, right, title and interest in all data stored, generated, both historical and current.

Use this Proposal outline as part of your response to the RFP. Keep in mind, that 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 of the required features in your response making reference to each item number.

Item Number	Evaluation Code	Required Feature	Evidence/Information to Provide
1.1	E	Describe the structure of your statewide solution, for example do you have one central state wide data store or do LEA's have individualized instances of the solution.	
1.2	ME	LEA's must be able to control access to their own data. Describe how your solution allows the LEA's to control their data and the access to it while providing access to the SDE for monitoring purposes.	
1.3	M	The solution must incorporate the current Idaho form templates found at http://sde.idaho.gov/sped/sped-forms	
1.4	E	When filling out non-English versions of the forms, what assistance and prompts are displayed to users in English.	
1.5	E	Describe how the solution effectively replicates the Idaho defined text, form flow, and functionality during the data entry phase to the user, showing prompts, resource links, hover boxes, and tool tips.	
1.6	E	Describe how the solution effectively replicates the Idaho defined text, form flow and layout upon printing, resulting in a concise hard copy document and does not print unnecessary fields OR the user prompts, resource links, hover boxes and tool tips.	
1.7	ME	The solution must allow for modification to meet Federal and State requirements. If Federal or State requirements change how much notice is required by your company to implement necessary changes? For example changes to IEP forms, additional fields added to mandatory state reporting and creating new reports.	
1.8	E	Describe the features in your solution that can be customized by LEA's and/or SDE; including non-printing prompts, links, hover boxes, tool tips, etc.	
1.9	E	Describe how your solution would allow SDE to conduct file audits without conducting onsite LEA visits.	



Item Number	Evaluation Code	Required Feature	Evidence/Information to Provide
1.10	E	Describe how your solution would permit SDE and/or LEA creation of state and local reports.	
1.11	E	Describe what reports are already built into the solution for the benefit of the SDE and/or LEAs	
1.12	E	How do special education files created through the solution retain every step of the IEP lifecycle; meaning all program data is archived and accessible after a student leaves special education (graduated, exited, moved to another LEA)?	
1.13	ME	The solution must allow for the transfer of individual students data from LEA to another. Describe how your solution facilitates LEA's to securely transfer individual special education files from one LEA to another when using this solution as well as to/from LEA's who are not using this solution.	
1.14	E	Describe your solutions hierarchy for assigning roles and levels of access to authorized users.	
1.15	E	Describe any solution processes and tools for LEAs to independently assign case managers, caseloads, and IEP team assignments.	
1.16	E	The solution should be intuitive and responsive to user input. What metric(s) are used to ensure the system is responsive and efficient to minimize redundancy and user frustrations.	
1.17	E	Does solution allow for new annual IEP's to start with a copy of the previous year based upon defined state/district LEA policies; further can the solution be customized toward LEA control of which data fields are copied over?	
1.18	E	Can the solution auto populate like data fields such as student names, to auto populates within the document and across other documents within the student file; meaning the user only needs to enter data once and like fields on different forms will be filled in?	
1.19	E	Solution fields and textboxes should be dynamic and expandable allowing for the entry of large amount of texts when needed. The printing should not be negatively impacted when large amounts of texts have been entered.	
1.2	E	Describe how your solution allows graphs, templates, charts and other file types from other sources to be embedded, included, amended or appended to a student record.	
1.21	E	Describe how your solution incorporates any validation, compliance triggers, and/or alerts to the user if a step is missed or out of sequence.	
1.22	E	Describe any spell and grammar check built into the solution.	
1.23	E	Describe any solution features toward auto saving AND manual saving of partially completed files and documents. Can partially completed documents and forms be printed?	
1.24	E	Describe how your solution supports print preview of forms and what functionality is available during the preview.	
1.25	ME	The user session must time out after a period of inactivity. Describe any solution inactivity warnings. Does solution cause for eventual screen timeout (with data saved) to prevent unauthorized viewing or editing when records are left open by interrupted case managers? What length of time until the session expires.	
1.26	ME	The system shall allow multiple users simultaneous access to the same student record. * Describe how your solution allows multiple users to edit documents simultaneously. * How does your system handle merging multiple user edits without losing changes made by the various users? * Does the solution provide awareness when multiple users are working on the same file or document at the same time?	
1.27	E	Describe how solution archives inactive files. Can these be reactivated if so by whom and under what constraints?	
1.28	E	Describe how your solution provides warnings/alerts to IEP case managers of upcoming timelines (annual review warnings, reevaluation warnings, etc.). Please provide details on what alerts are available and how they are delivered to users.	
1.29	E	Describe if solution provides a summary feature which summarizes key document parts for display and printing.	
1.30	E	Describe what unique LEA branding can be incorporated into printed documents (i.e. District or School logos at the top of printed documents)?	



Appendix F – Technical Requirements

19-5020 OPTIONAL STATEWIDE E-IEP

DESCRIPTION OF TECHNICAL SPECIFICATIONS

Use the Proposal outline as part of your response to the RFP. Keep in mind, that 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 of the required features in your response making reference to each item number.

Item Number	Evaluation Code	Required Feature	Evidence/Information to Provide
2.1	M	The solution must be capable of being fully hosted by the vendor	
2.2	E	The solution allows it to be locally hosted by the LEA at their discretion.	
2.3	E	Describe for us how many states, LEA's and students are currently supported under this software as a solution.	
2.4	E	Does the solution require the use of additional software components such as plugins or proprietary packages? If plugins or proprietary packages are required, please provide details. The preference is for a solution with minimal additional requirements such as plugins and packages. If plugins or packages or any other applications are required, list in detail each one needed for the solution and its purpose and functionality.	
2.5	ME	The solution must concurrently support access by all necessary special education personnel.	
2.6	ME	The solution must allow for access by diverse client devices. Describe how the solution will offer multi- platform support for users. Include details of all device types, operating systems, platforms that are supported and what specifications are required on each device type/platform to access the solution. Specify which platforms or devices are not compatible.	
2.7	ME	The solution must allow for access by multiple browser platforms. Which browsers and browser technologies are currently supported? Which browsers are not supported by the solution? How soon after a release of a browser version will the solution support it? When browsers are replaced by a newer version how long will the old version be supported?	
2.8	E	Describe how the solution supports the Americans with Disabilities Act (ADA) section 508 compliance found at: http://www.dol.gov/dol/topic/disability/ada.htm . What levels of WCAG compliance are met by the solution (if required). How will future updates or changes to the solution impact compliance with accessibility guidelines?	



Item Number	Evaluation Code	Required Feature	Evidence/Information to Provide
2.9	ME	The Contractor must provide a reliable method of protecting and retrieving data in the event of a system failure. Provide a description of the backup and recovery process regardless if it is hosted by the vendor or locally.	
2.10	ME	The solution must protect the security and privacy of data in the system. Include details of any processes, tools, or controls used to protect data during transmission, use, and at rest. This might include items such as firewalls, encryption, Intrusion Prevention Systems, or other security measures.	
2.11	ME	To ensure the protection and privacy of student data, the solution must adhere to various federal and state requirements including, but not limited to, FERPA and Idaho's Student Data Privacy Act https://legislature.idaho.gov/statutesrules/idstat/title33/t33ch1/sect33-133/ Additional requirements for the protection of student data are set forth in policy by the Data Management Council: https://boardofed.idaho.gov/board-facts/board-committees/data-management-council-dmc/ Describe how your solution will protect Idaho's student data and adhere to these requirements and any other applicable legal requirements and ensure only users with legitimate educational interest to access student files which may contain personally identifiable information about students.	
2.12	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.	
2.13	M	Users must have individual and unique credentials.	
2.14	E	Describe how the solution allows individual users to manage, reset and recover their own passwords.	
2.15	M	The system must store user authentication credentials in an encrypted format.	
2.16	ME	The system must log unauthorized access attempts. Describe how the system would log unauthorized access attempts.	
2.17	E	The system should log authorized user access and/or activity. Describe how the system would log authorized user access and/or activity. Include details on how the system logs tracking changes to data and forms by date and user.	
2.18	M	System support must only be provided by the contractor or an SDE approved subcontractor.	
2.19	E	The solution should be available to users 24 hours a day, 7 days a week, 365 days a year. What is the availability for the proposed solution including estimated uptime/downtime metrics?	
2.20	ME	Offeror 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, including response times, means of contact, escalation strategies and any tiers of support etc.	
2.21	M	Technical support, licensing fees, upgrades and patches must be included in the annual solution fee.	



Item Number	Evaluation Code	Required Feature	Evidence/Information to Provide
2.22	ME	System needs to support hierarchy and role based security. Describe how the solution would support a statewide implementation for school, LEA and SDE.	
2.23	E	Describe how your roles and hierarchy's allow for users with different roles to access data through your system. (For example, administrators, special education directors, case managers, classroom teachers etc.)	
2.24	E	How are user accounts created, maintained, deactivated. Please describe any manual processes and any automated tools such as API's that can streamline this process	
2.25	ME	The system will keep the student data records available as long as the system is in use by the LEA.	
2.26	M	The system must allow for both a required state EDUID (Student Educational Unique Identification Number) number and an optional LEA local ID for students.	
2.27	ME	The solution allows for the import of data from other systems. What data may be imported and which file formats are supported?	
2.28	ME	LEA's may be migrating to this solution from other systems. Describe how your solution would allow for data migration from other IEP systems. Your solution must provide a path to migrate data.	
2.29	ME	The solution allows for the export of data to other systems. What data may be exported and which file formats are supported?	
2.30	ME	The solution shall facilitate the reporting of special education data contained in the system to the SDE's statewide longitudinal data system (ISEE) in a format specified by the SDE. If reporting requirements change, the vendor shall modify solution to meet the changes within a timeframe not to exceed 90 days, unless mutually agreed upon in writing.	
2.31	E	Describe any API's and automated integrations that would allow LEA 's to integrate this solution with other systems such as Student Information Systems, Instructional Management Systems or Learning Management Systems. Describe any industry standards or formats supported by your solution including but not limited to OneRoster, SIF, Ed-Fi, etc. Clearly describe which type of data can flow between the systems and which direction. (For example, demographic data)	
2.32	E	Describe the single sign on options provided by the solution. Does the solution allow for multiple sign on methods? Please detail every option your system supports.	
2.33	E	The solution should be intuitive and responsive to user input. What metric(s) are used to ensure the system is responsive and efficient.	



Appendix G – Professional Development

19-5020 OPTIONAL STATEWIDE E-IEP

DESCRIPTION OF PROFESSIONAL DEVELOPMENT

Describe how your company provides professional development with the following required features. Provide detailed evidence in the format provided below.

Item Number	Evaluation Code	Required Feature	Evidence/Information to Provide
	E	Describe in detail the professional development/training available to support a statewide implementation and ongoing training year on year.	
	ME	The solution must provide a training environment such as a separate sandbox or access to dummy system and accounts. Describe vendor ability to provide staging accounts for training and use of example “dummy” accounts and data such as John/Jane Doe student records.	
	E	Describe what training resources are available. Including but not limited to the following which items are available and what accessibility features are included such as closed captioning to make them available to as broad an audience as possible. *Does vendor provide step-by-step tutorials (video, online, printed) for commonly used features of the * Does vendor provide training documentation in different formats (digital, online video PDF, Word, etc.)? * Can vendor provided training documents be printed by the end user?	
	E	Describe any online knowledge-base, FAQs etc. as a means of self-support when possible	
	ME	Direct customer service support must be provided from 7:30 AM to 3:30 PM MST. It is desired for the vendor to provide customer support during extended school hours. Preferably direct support would be available Monday-Friday from 7:00 am to 6:00 pm Mountain Standard Time. What hours and what type of customer support is available?	
	E	Provide metrics used to measure customer support such as average response time, time on hold, case remedy, fixes and or system changes, etc.	



Appendix H – Cost Proposal

19-5020 OPTIONAL STATEWIDE E-IEP

The Offeror shall submit the Cost Proposal in a sealed envelope marked "Cost Proposal 19-5020 Optional Statewide e(IEP)" and shall be separate from the Technical Proposal. Along with this Cost Proposal, provide an itemized breakdown to support the cost. 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; also including training costs, such as materials, facility and equipment rental, meals, virtual platform, etc.

It is also mandatory to include in the cost proposal the Offerors proposed solution, for each school year, based on Idaho's professional development needs, along with other services that can be included for an additional cost. Provide a detailed description of the training (both in-person and virtual, and other customer service supports available to the State, districts, schools, teachers, as applicable to your proposed solution. Clearly outline which products and services that can be included in the proposed solution and those that are available for additional fees.

The proposal shall be inclusive of technical support, licensing fees, upgrades and patches as part of the license. The quantities below are estimates only and the actual quantity purchased may be higher or lower. The estimates are to be used for quotation purposes.

1. QUOTE FOR LICENSE AND PROFESSIONAL DEVELOPMENT

DESCRIPTION	ESTIMATED QUANTITY	COST (EA.)	EXTENDED PRICE
Student Licenses from July 1, 2018 to June 30, 2019	10,000		
Professional Development from July 1, 2018 to June 30, 2019	6 Onsite, 1 day		
Student Licenses from July 1, 2019 to June 30, 2020	15,000		
Professional Development from July 1, 2019 to June 30, 2020	Per Day		
Student Licenses from July 1, 2020 to June 30, 2021	20,000		
Professional Development from July 1, 2020 to June 30, 2021	Per Day		
Student Licenses year 4 & 5	24,000		
Professional Development years 4 & 5	Per Day		



2. OTHER TRAINING SOLUTIONS – ADD ROWS AS NEEDED FOR EACH MODULE OFFERING

DESCRIPTION	COST (EA.)	UNIT (PER CLASS OR HOUR)
Live Webinars – Online		
Recorded Webinars		

3. DEVELOPMENT COST – DESCRIBE WHAT SERVICES WOULD REQUIRE ADDITIONAL FEES

SERVICE DESCRIPTION	COST (PER HOUR)

4. ADDITIONAL MODULES – ADD ROWS AS NEEDED FOR EACH MODULE OFFERING

MODULE	COST (PER LICENSE)

5. CONTRACT MONITORING

Include what and how the Contract will be monitored after award. Include deliverables, terms of the Contract, performance measures, frequency of audits, consequences of not meeting the terms of the Contract.

6. LIQUIDATED DAMAGES

Outline any liquidated damages that may be assessed for failure to meet the terms of the Contract. Include when damages will apply, cure periods, and how damages will be calculated. If damages will be an amount per day, include how the per diem was determined.

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