



October 25, 2017

RFP 18-3562 Addendum 1

This Addendum clarifies questions brought up during the Pre-proposal Meeting on October 11, 2017 and questions sent in during the question period that ended October 20, 2017 regarding the Idaho Public School K-2 Mathematics Screener & Diagnostic RFP.

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1. Section 3.1: Please clarify the time that sealed proposals must be received and time stamped by the Idaho State Department of Education.
 - a. Sealed proposals must be received and time stamped by the Idaho State Department of Education at or before 1:59:59 PM, Mountain Time, on or before November 3, 2017.
2. Section 3.2: Can the signature page be part of the cover letter?
 - a. Yes, the signature page can be included in the cover letter.
3. Section 8.1.8: Approximately how many educators do you anticipate will need the professional development outlined in the RFP and geographically where does the State of Idaho prefer the professional development to occur?
 - a. We approximate that 200 educators, which includes district personnel, will need to receive the training. Trainings should be replicated in all six regions of the state in a central location that is conducive to travel.
4. Section 3.1: Should the technical and cost proposals be included in one combined electronic copy?
 - a. Proposals should be submitted in a hard copy format following the instructions within the RFP. The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all Proposal response materials within a larger package). Please see sections 3, 4, 5, 9 and the appendices of the RFP for more detailed information on submittal requirements.
5. Section 3.2: Please verify that a Signature Page is not required and the signature may be included in the cover letter.
 - a. Please see the response to question 2 above.
6. Section 8.1.8: How many staff members should we assume will be receiving PD in the initial contract term of 18 months?
 - a. Please see the response to question 3 above.



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7. Section 8.1.8: Does the SDE prefer a train-the-trainer model for the pilot year? If a train-the-trainer model, how many trainers must be trained? If a direct-to-staff model, how many teachers must be trained?
 - a. The SDE does not have a preference on the training model utilized by the Offeror other than to adequately provide the training requirements outlined in section 8.1.8. The Offeror should provide in the proposal an option(s) that will meet the training requirements.
8. Section 2.d: Please clarify that the Offeror may maintain backups of SDE data for a reasonable period of time to ensure the security of SDE's data in accordance with the Offeror's normal business practices.
 - a. Terms related to data security would be outlined in the contract with the SDE. The Offeror may maintain backups of SDE data for a reasonable period of time to ensure the security of SDE's data in accordance with the Offeror's normal business practices, as long as it is in compliance with the Student Data Provision of the contract.
9. Section 4: Will the Offeror's proprietary software solution and all intellectual property rights therein continue to be owned solely and exclusively by the Offeror and, except for the licenses granted explicitly herein, nothing in this Contract shall grant the SDE any right, title, and interest in or to the software solution?
 - a. The SDE is asking for a solution software that already has been developed and meets the requirement outlined in Section 8, Scope of Work, in the RFP. In this case, the Offeror's proprietary software solution and all intellectual property rights therein will continue to be owned solely and exclusively by the Offeror..
10. Section 15.b: Does the SDE limit its audits of all applicable records to the Contract, and are those audits subject to the confidentiality of the Offeror's other customers?
 - a. Any information obtained as part of either a financial or performance audit of the contract would be potentially subject to disclosure under the Idaho Open Records Law at Idaho Code 74, Chapter 1, with the understanding that while some records may be withheld for trade secret purposes under I.C. §74-107(1), the contractor is expected to both identify records qualifying for that exemption and to assist the SDE, financially and legally, in any challenge before the courts to any exemption claimed by the contractor.
11. General: May the Offeror use de-identified data for research, product development, and other purposes as permitted under the Family Educational Rights and Privacy Act, and Student Online Personal Information Protection Act?



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- a. The standard student data term in an Idaho State Department of Education contract does not allow this.
12. Section 2.4.4: The section states the SDE will disqualify Contractors who include exceptions or modifications to SDE's terms or propose terms not found in SDE's terms and conditions. Does this include terms of use including privacy policies for software products? If so, will contractors have the option to negotiate terms and conditions following award of the contract? Our product has a very robust privacy policy to protect our customers, our users and their students, and our company. We recommend that 2.4.4 allow additional Contractor policies that augment capabilities.
 - a. The standard terms must be accepted by the Offeror. The Offeror is free to include supplemental terms for the SDE's consideration, but the Offeror can't condition the bid on SDE accepting those supplemental terms.
13. Appendix B, Section 2.c: The last sentence of the provision states "the Contractor shall also ensure that all subcontractor agreements specifically include the provisions of this section." Does this requirement apply to subcontractor(s) who provide large scale services for all Contractor customers, rather than services specific to this project for SDE? We recommend that Section 2(c) qualify subcontractors as "who will provide services specific to this project for SDE".
 - a. Section 2(c) qualifies subcontractors as those who will provide services specific to this project for the SDE.
14. Appendix B, Section 4: We presume the SDE is not claiming ownership of pre-existing intellectual property or derivative works of that intellectual property. Is that correct? We recommend that Section 4 include a statement to the effect that "ownership rights do not pertain to pre-existing intellectual property or derivative works of that intellectual property".
 - a. Yes, the SDE is not claiming ownership of pre-existing intellectual property or derivative works of that intellectual property.
15. Appendix B, Section 15.b: Does SDE agree that SDE or any duly authorized agent will not have the right to access Contractor's trade secret information without first agreeing to a non-disclosure agreement? We recommend that the Section include a statement to the effect that "Contractor's trade secret information will not be accessed or disclosed without SDE's first agreeing to a non-disclosure agreement".
 - a. The SDE or any duly authorized agent will not have the right to access Contractor's trade secret information without first agreeing to a non-disclosure agreement.
16. Appendix B, Section 31 b, c & d: Our insurance is structured to refer to a "claim" rather than an "occurrence" as stated in Section 15 b, c, & d. We recommend



that the word "occurrence" be changed to the word "claim" OR that "occurrence/claim" be used, instead, to accommodate both terms.

- a. The word occurrence has been replaced with occurrence/claim in Appendix B, Section 15 b, c and d.

General Adjustment(s):

- a. Sections 10.4, 10.5, 10.6 and 10.8 have been updated with the correct technical proposal points as outlined on page 26 of the RFP
- b. Section 10 has been updated with the correct numbering sequence.

Thank you for your interest in supplying these services to the State of Idaho Department of Education.

Anthony L. Pirc, CPPB

Please acknowledge receipt of this Addendum by completing the spaces below, and please return this acknowledgement with your proposal.

ACKNOWLEDGEMENT OF ADDEDUM 1

Signature

Date

Printed Name

Company Name