Online, Adaptive Mathematics RFP
Questions from Vendors, February, 2022

Questions are answered in the order which they were received.

1. Can you please confirm the number of students per grade band to us in calculating the cost?

Answer: Approximately 25,000, however this is a statewide license and districts will opt in to whether or not they will use this product.

2. Is the SDE looking to award a single vendor or will this be a multi-vendor or approved list?

Answer: There could be an award with more than one vendor for each grade band (K-6 and/or 7-12) and two separate contracts could be awarded or it is possible that one offeror could be awarded both contracts. Based on the proposals, this will be a decision of the scoring team.

3. General Terms and Conditions - page 6, Section 7, Intellectual Property and Ownership of Materials: Does the SDE agree that notwithstanding anything in Section 7 to the contrary, a vendor will retain all intellectual property rights in any pre-existing materials and products, including modifications and customizations, provided to the SDE under an awarded contract?

Answer: Yes, unless we are asking for a specific item to be created, we do not own the Intellectual Property.

4. Special Terms and Conditions for Cloud Services - page 6, Section 22, Warranties, subsection 22.4: Please acknowledge that the requirement in this subsection for SDE to accept permissioned assets in a vendor’s product(s) does not apply to pre-existing product(s).

Answer: Correct. This does not apply to pre-existing products.

5. Can a Canadian company bid?

Answer: Yes, as long as the company adheres to all aspects of the RFP.

6. How many students in the district?

Answer: This information is available via SDE Enrollment reports listed here: https://www.sde.idaho.gov/finance

7. Page 4, section on "Background Information," mentions that certain Idaho schools are consistently utilizing Computer-assisted instruction (CAI) in mathematics. Who are the current providers of these services?
Answer: The statewide license is currently held by Imagine Learning. However, not all districts have opted in to this opportunity and choose a different provider at their own expense.

8. How many school sites does the Idaho State Department of Education wish to serve through this contract?

Answer: The SDE would like to provide its approximately 200 districts and charters to option to use this program. Not all will opt in to this program.

9. Would the Idaho State Department of Education consider awarding to a vendor that specializes in connecting daily core instruction, intervention, and learning acceleration in one comprehensive math program to ensure all students can be successful with grade-level math, instead of providing diagnostic math assessments described in prompts 9.1.11, 9.5.3, & 9.5.9?

Answer: Yes. This resource for districts is not intended to be a strictly diagnostic assessment program. This is intended to be supplemental instruction and should complement any Tier 1 curriculum.

10. How many student licenses are expected for each grade level?

Answer: This will depend upon the individual district and which of those districts opt in.

11. Would professional development be included and paid for by the state or should that be considered as a cost paid for by participating districts?

Answer: SDE does not want a cost for professional development to be passed along to the districts. The cost for implementation professional development should be included in the overall cost of the proposal.

12. Do you have an estimate for the number of student licenses for the 5-year contract?

Answer: There are approximately 325,000 students in Grades K-12 in Idaho. Presently, approximately 40,000 of them are using the state provided online, adaptive math program. The SDE requires that this resource be available equitably for all Idaho school districts and charters through a statewide license. Not all districts and charters will choose to use the resources. We have no way of predicting how many will chose to use it during the 5-year contract period.

13. Our company has multiple solutions which align to the scope of both RFPs. Would you prefer that we submit each solution as a separate proposal, or submit all within one proposal—per grade span?

Answer: It depends upon what your company is proposing. If you are proposing a few options within your product and want them looked at individually, then it would be best to do that as separate proposals. If you are proposing a suite of products under one statewide license, then you can submit them under one proposal. The RFP calls for one proposal per offeror.
14. Will professional development be included as a part of the RFP or will that be cost incurred by individual schools and districts?

Answer: Answered in Question 11.

15. At the top of the reference questionnaire that the references are required to complete says, “____________(Company/Organization) has submitted a Proposal to the State of Idaho, State Department of Education, to provide the following services: Idaho Reading Indicator. We’ve chosen you as one of our references.” Since these proposals are both for math, will a new reference questionnaire for each RFP be issued? We have multiple for K-6 and multiple for 6-12

Answer: It appears that a typo was missed in the creation of the document. Apologies. This is the Digital, Adaptive Mathematics Program. One set of references can be used for both RFPs #23-3700 and 23-3701. Please indicate that you are submitting for both.

16. Question about #9.4.4 (pp. 17). Does SDE want efficacy evidence regarding MTSS, or does it want case studies showing success with MTSS implementations, or both?

Answer: Both types of evidence will be helpful for the scoring committee. Please provide efficacy evidence for both if you have it.

17. Could you please clarify--the professional development cost can be a separate line item or rolled into the overall cost. However, you don't want the districts to be charged for PD. Is this correct?

Answer: SDE does not wish the districts to have to bear the cost of additional PD. SDE is looking for a flat rate to open up to all districts and includes PD.

18. The two RFPs have an overlap with Grade 6. Are you able to elaborate on any differences between the two?

Answer: Some Idaho elementary schools are K-5, some are K-6; some middle schools start at grade 6 and some at grade 7. We want to offer the most flexibility for Idaho districts and charters.

19. We just crossed out the typo on the reference forms and put in the title of these math RFPs. Is that okay so we don't have to send new forms to references?

Answer: Yes

20. Is there any penalty if you receive more than three references? We want to ensure that at least three will be received by the due date in the event there is an unforeseen issue on the reference’s end.

Answer: No, there is no penalty. Please provide your references.

21. In light of the continuing pandemic, are we able to use electronic signatures?
22. Question about #9.2.7. (pp. 16): "Provide samples and descriptions of resources for secondary schools using the system for credit recovery." Since SDE wants credit recovery for secondary schools, is a response necessary to this requirement in the K-6 RFP?

Answer: Some Idaho middle schools include 6th grade. This is not applicable for K-5. If your product has experience for credit recovery. If so, please address this feature.

23. Do all three references need to be from within Idaho?

Answer: No, references from out of state are acceptable.

24. Pp. 10 indicates that SDE may waive minor deviations. Is there a specific format we should follow if a respondent wishes to request minor deviations? Also, since SDE just wants to license content, should respondents submit a copy of its End-User License Agreement (EULA) that districts/schools would need to agree to?

Answer: Please provide a sample to procurement@sde.idaho.gov and we will investigate further in order to provide a more detailed answer. Note: Suggested revisions submitted by February 4, 2022 have been addressed in this document.

25. Thank you for answering the question regarding a Canadian vendor bidding. Does the vendor need to have experience working in any other State in order to bid?

Answer: SDE does want to see experience in a large state rollout.

26. Please confirm that the state supplied Signature Page referenced in Section 4.2 is page 35 of the RFP titled 'Signatures'?

Answer: Yes, there is only one signature page. Thank you for clarifying.

27. For requirement 9.1.8, please clarify if SDE expects three different lessons from two different grade levels - is that a total of three or six lessons?

Answer: It is a total of six lessons so that there are three examples from two different grade levels to evaluate.

28. #4.2 (pp. 9) indicates that the signature page should be in the front of the technical proposal. Should the Signature Page be in front of the Table of Contents, or can it come immediately after?

Answer: It can come immediately after. Either location is fine.

29. Can you clarify Appendix A pricing table? The Unit switches between Total and Year?
Answer: This table is offered as an example. Please use the unit that is appropriate for your bid. We are looking for the annual bid.

30. Can you clarify the proposal format? Section 5.3 states proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Do you want our proposal start with the cover letter as Section 6.1?

Answer: Yes.

31. The sub-requirements under #6.1 "(M) Cover Letter" seem to be mis-numbered (i.e. they show as 5.1.1, 5.1.2, etc.). We assume these should be numbered as 6.1.1, 6.1.2, etc. Is that right?

Answer: Yes.

32. 5.3 "Format" indicates that proposals shall follow the numerical order, sections, and headers as indicated in the RFP. Since the solicitation documents contain a lot of information that doesn't necessarily need to be included in the proposals, which precise sections must be included in submissions? We assume SDE wants at least 5.2 Table of Contents, 6 Mandatory Submission Requirements, 7 Business Information, 8 Organization and Staffing, 9 Scope of Work – Project Approach, 10 Cost Proposal and Billing Procedure, Appendix A, Signature Page, and any signed addend. Is that right?

Answer: Yes

33. I understand that we are submitting a single price for the statewide usage. Districts will opt in or out each year. The first year may be 2000 students using the resources and year 2 might be 20,000 students. The price is still the same each year. How will districts determine participation?

Answer: SDE will send a survey (approximately April) to determine participation. The Vendor will know by July what the participation numbers will be.

34. Could a district join later or just at beginning of the year?

Answer: This is something that SDE would negotiate with the vendor.

35. In terms of cost proposals, SDE wants pricing for a single, state-wide license that is inclusive of all costs, is that right? Can you provide a break-down of all costs, but you definitely want to see a single all-inclusive cost number, right?

Answer: Yes, you can provide a breakdown. SDE would like to see the total cost and what that cost includes.

36. To clarify, SDE will accept electronic signatures for all required signatures in these proposals due to COVID, is that right?

Answer: Electronic signatures with a verified signature stamp are acceptable.
37. Is there is possibility that SDE would provide an option for electronic, rather than physically mailed, submissions of proposals due to COVID? We've found that the delivery carriers are not super reliable right now.

Answer: Apologies. We do need hard copies to provide to the review committee. We understand the constraints of the mail.

38. When will the reading RFP be due? Also in March?

Answer: This question is unrelated to this RFP. Future opportunities will be posted to the SDE Contracting Opportunities webpage

39. Can the requirement of unlimited licenses be expected as a new statewide requirement moving forward for all bids?

Answer: This question is not answerable within the scope of this project.

40. If SDE objects to any proposed exceptions, would it allow the vendor to negotiate prior to rejecting the bid?

Answer: Proposals will be scored by a committee of educators and compared through the scoring process. The scoring committee will decide which proposal best meets the desired features of the RFP. Negotiations will only be conducted with the vendor who is selected for the final offer. Vendors will not have an opportunity to revise their proposals during the scoring process.

41. Please confirm that the state supplied Signature Page referenced in Section 4.2 is page 34 of the RFP titled “Signatures.”

Answer: Confirmed

42. Given current office closures, would SDE accept electronic signatures? YES

43. Please confirm SDE would like proposals to use the RFP section numbers, e.g., begin with Table of Contents as 5.2, Cover Letter as 6.1 etc?

Answer: This would be very helpful.

44. Please clarify ‘fully burdened rate’ and if this is a single price for statewide implementation, including professional development? Or is this a per student price?

Answer: See RFP Section 10.1

45. What is the timeframe for product demonstrations?

Answer: We will invite the top three from the paper scoring to give oral presentation and product demonstration. Demonstrations will be scheduled for April depending on schedules of both scoring team and vendor teams.
46. Cost Proposal – for pricing, how many students are expected to use this solution?
Answer: We presently have approximately 40,000 students using this program in the state in grades K-12. This number could go up as the program grows with implementation success, but there is no additional data beyond current use data to predict future use trends. The SDE is looking for a statewide license fee that includes all students and professional development so that budgets can be planned for five years of implementation and not fluctuate with changes in student numbers. For this reason, the SDE is not looking for per student license pricing. We desire to offer this resource to all districts equitably and not have a cap on student use numbers.

47. Cost Proposal – Can professional development be priced separately from licenses?
Answer: A vendor can show pricing for professional development separate from the statewide student license cost to best meet their pricing procedures. However, the SDE will be considering the cost of the total proposal including both student access to the program as well as professional development support.

48. Cost Proposal – Please clarify how this form should be completed, as it requests a quantity of one (1) and a total price?
Answer: The form provided is an example. Vendors can adapt the form to best show their cost proposal.

49. Cost Proposal – Please confirm if a per student price is acceptable
Answer: See RFP section 10.1

50. Cost Proposal – What is the annual price of SDE’s current statewide solution?
Answer: SDE presently pays 1.2 million for this contract as allocated in House Bill 623

51. Would the Department consider any of the following: A response proposing grades 6-8 assessment and instruction only for the 6-12 proposal?
Answer: See RFP overview section 2

52. How many student licenses are expected for each grade level?
Answer: See response to Question #46.

53. Does the SDE agree that notwithstanding anything in Section 7 to the contrary (SDE General Terms and Conditions) a vendor will retain all intellectual property rights in any pre-existing materials and products, including modifications and customizations, provided to the SDE under an awarded Contract?
Answer: This does not apply to pre-existing products.

54. Special Terms and Conditions for Cloud Services - page 4, Section 18, Audits: Will the SDE allow an awarded vendor 12 months from the time of award to obtain a SOC 2 audit?

Answer: No

55. Will the SDE allow an awarded vendor 12 months from the time of award to obtain a SOC 2 audit? Assuming a vendor’s SOC 2 audit is acceptable and based on a vendor’s processes which account for, among other things, internal penetration testing, will SDE forgo quarterly testing of a vendor’s system?

Answer: The SDE is not entertaining changes to current language concerning SOC 2.

56. Please acknowledge that the requirement in this subsection (Special Terms and Conditions for Cloud Services – 6) for SDE to accept permissioned assets in a vendor’s product(s) does not apply to pre-existing product(s).

Answer: Yes. This does not apply to pre-existing products.

57. Given Internet Explorer is no longer supported by Microsoft, please clarify if Edge support is acceptable.

Answer: Any browser that is standards-compliant is acceptable. Microsoft Edge is an acceptable browser.

58. Could SDE share a copy of the “SDE specified format” for batch creation of users?

Answer: Existing field mappings from the ISEE upload templates for State Reporting should be used as a guideline for batch creation of users.

59. Page 41, No 6.3 -Confidentiality and Notice under SDE General Terms and Conditions Will the SDE accept the following revision?

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

Answer: No.

60. Suggested added terms:
Notwithstanding anything to the contrary in the Request for Proposal, the parties agree to add the following terms collectively listed and contained in the Vendor’s Standard Terms and Conditions which is attached hereto and incorporated into this Solicitation by reference.

Section 3 – Intellectual Property;
Section 6 – Customer Content and Responsibilities
Section 8 – Limitation of Liability
Addendum for Instructional Services and Professional Development
Any references to “Customer” will mean “School District”.

Answer: SDE does not accept these additionally proposed contract terms.

61. Page 42, No. 6.3 Confidentiality and Notice
Will the SDE accept the following revision?

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

Answer: No.

62. Page 44, No. 15.1 Contractor’s Indemnification
Will the SDE accept the following revision?

Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all third party liability, claims, damages, losses, expenses, actions, settlements, reasonable 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 during performance or applicable to the performance of the Agreement.

Answer: No.

63. Page 44, No. 15.1 Contractor’s Indemnification
Will the SDE accept the following revision?

Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all third party liability, claims, damages, losses, expenses, actions, settlements, reasonable 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 during performance or applicable to the performance of the Agreement.

Notwithstanding anything to the contrary in the Request for Proposal, the parties agree to add the following terms collectively listed and contained in the Vendor’s Standard Terms and Conditions which is attached hereto and incorporated into this Solicitation by reference.

• Section 3 – Intellectual Property;
• Section 6 – Customer Content and Responsibilities
• Section 8 – Limitation of Liability
• Addendum for Instructional Services and Professional Development

1. Any references to “Customer” will mean “School District”.

Answer: SDE does not accept these additionally proposed contract terms.

64. Will students get rostered individually by district, or through a state level roster process?

Answer: Yes. The contractor will work directly with school districts who opt in to the program to roster students.

65. Will districts “opt in” to take the assessment/instruction or will it be required state-wide?

Answer: LEAs may opt-in at their discretion.

66. If districts are opting in, will SDE manage the process or will the vendor work with the districts directly for their commitment?

Answer: SDE will coordinate with the contractor to most efficiently communicate with districts, manage districts registering for the program and recording number of student licenses needed for fall set up. Once districts are in the program, the contractor will manage ongoing operation of the system directly with the school district. The contractor will need to partner with the SDE in supporting Idaho school districts with frequent communication through monthly contract check-in meetings.

67. RFP Section 9.1.10. Is SDE expecting state level, student data files with assessment results at the end of each administration?

Answer: No. The SDE will not collect student assessment data from this contract unless the contractor and the SDE determine that such data would be helpful in determining program effectiveness. The SDE will work collaboratively with the vendor to determine what student data would be helpful to analyze in relation to state ISAT data to determine if students in the program are performing better on the state assessment than students not in the program.

68. RFP Section 9.5 Should what is currently labeled as “8.5.16 The system must store authentication credentials in encrypted format.” be renumbered as “9.5.16 The system must store authentication credentials in encrypted format.”?
Answer: Yes, this is a typographical error on page 18.

69. Appendix A What teacher and student counts should be used for planning and costing?
Answer: See question 46.

70. Attachment 2 If using the same district reference for both RFP 23-3700 and RFP 23-3701, will the District be required to email/fax their reference twice—one email/fax per RFP? Or is it okay for the District to email/fax the reference once and indicate both RFPs in the subject line?
Answer: Indicating both RFP reference numbers in the subject line is sufficient for references to avoid having to email them twice.

71. RFP Section 6.12; 11.7, Award and Offeror Discussions, Signature Page Question: Please confirm that Respondent’s clarifications regarding the RFP which are accepted by SDE will be incorporated into any resulting contract under this RFP.
Rationale: Respondent wishes to make clarifications regarding certain requirements so that the contract is in-line with its policies and procedures.

Recommended Verbiage: “Respondent’s clarifications which have been accepted by SDE will be incorporated into any resulting contract under this RFP.”
Explanation: Acceptance of the recommended verbiage is fair and equitable to both parties as the resulting agreement will be in-line with the products being purchased.

Answer: SDE does not accept the proposed change. Please see RPF section 2.4 (Resulting Contract).

72. Multiple Sections Question: Does SDE agree that the term “subcontractors” does not include Respondent’s cloud hosting provider and other vendors used in the ordinary course of business who perform technology and software development and maintenance services on Respondent’s internal systems under Respondent’s supervision and do not have access to Student Data?
Rationale: Respondent’s cloud hosting provider and other vendors used in the ordinary course of business will not be working directly under this contract and can thus not be held to the specific requirements of this contract.

Recommended Verbiage: “For the purposes of the agreement, “subcontractors” do not include Respondent’s cloud hosting provider and other vendors used in the ordinary course of business who perform technology and software development and maintenance services on Respondent’s internal systems under Respondent’s supervision and do not have access to Student Data.”
Explanation: This clarification will help to identify the applicable parties involved with the contract.

Answer: No.
73. RFP Section 10.2 Question: Since Respondent’s hosted software solutions are subscription-based and are billed annually in advance, does SDE agree that Respondent will invoice SDE annually in advance for such subscriptions, as is customary for SaaS vendors? Rationale: Respondent bills annually in advance for subscriptions to its hosted software solutions, which is customary in the ordinary course of business and in line with industry standards. Recommended Verbiage: “When products purchased include annual subscriptions to hosted software solutions, payment is due in advance.” Explanation: This edit is necessary in order for the terms to be in-line with Respondent’s policies and industry standards.

Answer: No. Payments will be made according to the following milestones:

- 40% of contract amount after successful set up of the districts
- 30% of contract amount after mid-year update meeting
- 30% of contract amount after successful completion of the school year

74. Appendix B, SDE General Terms and Conditions, Section 1.3; Appendix B, SDE General Terms and Conditions, 2.1.2(c); Appendix B, SDE General Terms and Conditions, Section 7, Intellectual Property and Ownership of Materials Question: Does SDE agree that, for the purchase of licenses to Respondent’s hosted software solutions, nothing under the agreement will grant SDE ownership of Respondent’s proprietary software solutions and/or related training materials and that all materials prepared for the sole benefit of SDE will be returned to SDE upon contract termination and written request? Rationale: Respondent will not be transferring any rights or interests in its intellectual property under the agreement, other than the rights associated with the licenses purchased by SDE. Recommended Verbiage: “For the avoidance of doubt, SDE acknowledges and agrees that Respondent’s proprietary software solutions, related digital products and services, and all intellectual property rights therein are owned solely and exclusively by Respondent and, except for the licenses granted explicitly herein, nothing in [this Contract] shall grant SDE any right, title, and interest in or to the software solution, related services and/or training materials. All materials prepared for the sole benefit of SDE will be returned to SDE upon contract termination and written request.” Explanation: This edit will provide clarification on what is actually being purchased by SDE under the agreement.

Answer: SDE does not accept the proposed change. SDE anticipates any licenses required under the Solution will be for existing software products. SDE is not seeking development of a custom software product.

75. Appendix B, SDE General Terms and Conditions, Sections 2.1.1-2.1.2; Appendix B, SDE General Terms and Conditions, Sections 2.3.3 and 2.3.6 Question: Respondent is the sole source
provider of its products and services. Given the unique nature of the Respondent’s products and services, in the unlikely event of a default, the contract may be terminated upon SDE’s written request and a pro rata refund would be issued. Is this an acceptable remedy to SDE? Rationale: Respondent is the sole source provider of its products and services, and thus the remedy outlined in these sections would not be applicable. Recommended Verbiage: “Should SDE be unsatisfied with the products and/or services provided, the contract may be terminated upon written request and a pro rata refund will be issued.” Explanation: This change is fair and equitable to both parties as it provides an applicable breach remedy.

Answer: SDE does not accept the proposed change.

76. **Appendix B, SDE General Terms and Conditions, Sections 2.1.2(b)-(c); Appendix B, SDE General Terms and Conditions, Section 6.4, Transfer and Destruction; Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 14, Deletion** Question: Can you please confirm that SDE will provide written request to Respondent to return or destroy SDE data in order to prevent inadvertent return or destruction? Rationale: By requiring written request to return or destroy data, inadvertent return or destruction is prevented. Once a customer’s identifiable data has been destroyed, it cannot be recovered or re-created, and that data is valuable legacy, longitudinal information for customers, as Respondent’s system allows customers to track student’s year-over-year progress. Recommended Verbiage: “SDE data will be returned or destroyed upon written request from SDE, with the exception of backups, which are automatically deleted over time in accordance with Respondent’s data retention and destruction policies.” Explanation: This change will be beneficial to both parties as it will eliminate the inadvertent return or destruction of data and will preserve prior work done by SDE students.

Answer: SDE does not accept the proposed change.

77. **Appendix B, SDE General Terms and Conditions, Section 5.1, Collection and Ownership; Appendix B, SDE General Terms and Conditions, Sections 6.1-6.2; Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 2.3** Question: Does SDE agree that “Confidential Information,” “Student Data,” and “SDE Data” do not include de-identified data, and that service providers may use de-identified data in accordance with applicable laws? Rationale: Under applicable laws, including FERPA and SOPPA, service providers may create and use de-identified data, which refers to data generated from student usage of Respondent’s proprietary software solution from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify individual students. De-identified data cannot be identified by definition, so it can no longer be
considered confidential or be considered to be associated with any particular student or owned by SDE.

Recommended Verbiage: “For the avoidance of doubt, Confidential Information, Student Data and SDE Data do not include de-identified data, which refers to data generated from student usage of Respondent’s proprietary software solution from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify individual students.”

Explanation: This edit will help to clarify what exactly is considered confidential student data/state data under the agreement.

Answer: SDE does not accept the proposed change. However, SDE agrees that Confidential Information does not include de-identified or aggregate student data, so long as such de-identification or aggregation is consistent with the Idaho Data Management Council policies and procedures available at https://boardofed.idaho.gov/resources/data-management-council-policies-and-procedures/.

78. Appendix B, SDE General Terms and Conditions, Section 6.3, Confidentiality and Notice; Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 21, Data Incidents

Question: Respondent’s breach notification plan provides that Respondent will provide notification of an actual breach/data incident within forty-eight (48) hours of discovery of such breach. Does SDE agree that this 48-hour notification timeframe meet SDE’s requirement for receiving prompt notice?

Rationale: Respondent will provide notification to customers upon discovery of an actual breach/data incident.

Recommended Verbiage: “The Contractor shall notify SDE of a confirmed unauthorized disclosure of student data within forty-eight (48) hours of discovery of such unauthorized disclosure.”

Explanation: This edit will be beneficial to both parties as there will not be any cases of a “false alarm” breach notification and will give Respondent adequate time to investigate and remediate a breach.

Answer: SDE does not accept the proposed change.

79. Appendix B, SDE General Terms and Conditions, Section 11, Workers’ Compensation Insurance

Question: Can SDE confirm that a performance bond will not be required?

Rationale: Bonds are generally not required for the type of products and services being purchased under this RFP.

Recommended Verbiage: (requesting removal of the phrase) “required bonding”

Explanation: This change will benefit both parties as it will eliminate the work involved in securing a bond for the Respondent and will eliminate the monitoring of this requirement for SDE.
Answer: SDE does not accept the proposed change. Please note the language “required bonding” is set forth in Appendix B, SDE General Terms and Conditions, Section 10, Independent Contractor. The SDE is not requiring a performance bond. If any bond is otherwise required by law, offeror shall be responsible for any such required bonding.

80. Appendix B, SDE General Terms and Conditions, Section 13, Equipment, Tools, Materials, or Supplies Question: Can SDE confirm that SDE will provide computers and internet access for use of the products and services to be procured under this RFP?
Rationale: As is customary for the products and services being purchased under this RFP, Respondent will supply the equipment, tools, materials and supplies to accomplish the work to be performed, with the exception of computers and internet access, which shall be provided by SDE.
Recommended Verbiage: “Contractor shall supply, at its sole expense, all equipment, tools, materials and supplies needed to accomplish the work to be performed, with the exception of computers and internet access, which will be provided by SDE.”
Explanation: This edit will help to provide clarification to both parties on the responsibilities of the parties under the agreement.

Answer: SDE does not accept the proposed change. However, SDE acknowledges that school districts will be responsible for providing students with computers and internet access.

81. Appendix B, SDE General Terms and Conditions, Section 15.1, Contractor’s Indemnification Question: Can SDE confirm that Contractor’s indemnification obligations will be limited to third-party claims, given that claims between the parties are addressed under other areas of the agreement?
Rationale: Claims between the parties will be addressed under other areas of the agreement and thus do not require Contractor indemnification.
Recommended Verbiage: “Contractor shall indemnify, defend and save harmless the State, its officers, agents, employees, and volunteers from and any and all third-party 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 during performance or applicable to the performance of the Agreement.”
Explanation: This edit will help to clarify for both parties how any claims would be handled under the agreement.

Answer: SDE does not accept the proposed change.

82. Appendix B, SDE General Terms and Conditions, Section 19.2, Access Question: Does SDE agree that scope of audit is mutually agreed upon by the parties, acting in good faith, in the interest of aligning to Respondent’s confidentiality obligations to its other customers? Also, does SDE agree that any audits be upon reasonable prior written notice, conducted once a year, during
normal business hours, and in a manner, which limits disruption to Respondent’s business operations?

Rationale: Just as Respondent will have confidentiality obligations to SDE under the agreement, Respondent has similar confidentiality obligations to its other customers. Along the same line, Respondent has obligations to provide services to other customers which cannot be disrupted by an audit.

Recommended Verbiage: “The Contractor shall also permit the SDE or its agent to audit all activities conducted by it pursuant to this Agreement. All audits will be subject to Contractor’s confidentiality obligations to its other customers. The scope of all audits will be mutually agreed upon the parties, acting in good faith. SDE will provide written notice of an audit, conducted no more than once a year and in a manner which limits disruption to Contractor’s business operations.”

Explanation: This edit will benefit both parties as it provides clarification on how audits may be performed and will ensure better data security for customer and other customers of Respondent.

Answer: SDE does not accept the proposed change.

83. Appendix B, SDE General Terms and Conditions, Section 20, Assignment, Merger, Consolidation, or Change of Contractor

Question: In an effort to continue to provide seamless service, would SDE agree that Respondent may assign the contract in connection with the sale of all or substantially all of the outstanding assets or equity of Respondent without SDE’s prior written permission?

Rationale: In the event of the sale of all or substantially all of the outstanding assets or equity of Respondent, the agreement would automatically be assigned under operation of law and the assignee would be obligated to continue to comply in full with the agreement with SDE.

Recommended Verbiage: “Contractor shall not assign this Contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Idaho State Board of Examiners, except that Contractor may assign the Contract without the prior written consent of the Idaho State Board of Examiners in connection with the sale of all or substantially all of the outstanding assets or equity of the Contractor.”

Explanation: The edit will provide clarification on assignment by operation of law, which will help both parties understand the assignment process and that any assignee would be obligated to continue to comply in full with the agreement with SDE.

Answer: No.

84. Appendix B, SDE General Terms and Conditions, Section 28, Fiscal Necessity and Non-A appropriation, Paragraphs 2 and 3

Question: In the unlikely event of termination due to non-appropriation of funds, does SDE agree that upon such termination, it will pay Respondent for products/services received prior to such termination?
Rationale: In the event of a termination for non-appropriation of funds, payment would still be due for products and services received prior to such termination.
Recommended Verbiage: (to add to end of Paragraph 3) “For the avoidance of doubt, payment for products and/or services received prior to termination for non-appropriation of funds will be due to Contractor upon such termination.”
Explanation: This clarification will better define both parties’ responsibilities upon termination for non-appropriation of funds.

Answer: SDE does not accept the proposed change. Please note section 28 specifically references “all affected future rights and liabilities of the parties...”.

85. Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 6, Updates Question: Can you please confirm that, as is customary with SaaS vendors in the industry, it will constitute sufficient notice if Respondent posts any updates via conspicuous notices on its website for any material updates to its products and services?
Rationale: Since Respondent’s proprietary software solution is cloud based, Respondent is constantly updating its system to ensure optimal performance for its users.
Recommended Verbiage: “The Contractor shall provide notice via a conspicuous posting on its website of any updates that may impact availability or performance of the Service.”
Explanation: This clarification will benefit both parties by eliminating the necessity of providing constant updates regarding the services.

Answer: SDE rejects the proposed change. Notice of updates for purposes of Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 6, Updates must be accomplished by a separate written communication directed to the SDE.

86. Appendix D, SDE Special Terms and Conditions for Cloud Services, Sections 17.1-17.3 Question: Can SDE confirm that, consistent with industry standards, Respondent may meet the background-check requirements of the procurement by performing background checks using a reputable member of the National Association of Professional Background Screeners (NAPBSA) upon hire of every employee who will be present on school property, have access to student identifiable information, and/or will have access to school funds?
Rationale: This background check process aligns with industry standards, and the edit is necessary in order to be in-line with Respondent’s policies and practices.
Recommended Verbiage: “Respondent will perform, or has already performed, background checks using a reputable member of the National Association of Professional Background Screeners (NAPBSA) upon hire of every employee who will be present on school property, have access to student identifiable information, and/or will have access to school funds.”
Explanation: This clarification will be necessary in order for the agreement to be in-line with Respondent’s policies and procedures and is fair and equitable to SDE because those background-check standards align with industry standards.

Answer: No, the SDE does not agree to this change.
87. Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 18, Audits Question: Due to the fact that Respondent’s audits contain confidential and proprietary information of Respondent, some of which may be used to hack Respondent’s systems, can SDE please confirm that Respondent may provide a summary report of its required audits upon written request of the SDE?
Rationale: A written summary of the audits will provide adequate assurance to SDE as to the protections in place with Respondent, while also reducing the risk of a security breach, which is increased if audit reports are proliferated. Audits contain confidential and proprietary information of Respondent, some of which may be used to hack Respondent’s systems.
Recommended Verbiage: “Respondent will provide a summary report of any audit required under the Agreement to SDE upon receipt of written request from SDE.”
Explanation: This clarification will serve to protect Respondent’s confidential and proprietary information and will assist SDE in minimizing the threat of a data breach by limiting the number of individuals who have access to sensitive information about Respondent’s IT systems.

Answer: No, the SDE rejects the proposed change

88. Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 19, SDE Testing Question: Due to the fact that SDE access to Respondent’s systems would constitute a security risk by expanding the number of individuals with access to Respondent’s IT systems, can SDE please confirm that Respondent may instead provide a summary report of its required audits upon written request of the SDE and will meet with SDE to discuss any additional audits that may be required, which would be performed by Respondent?
Rationale: Use of Respondent’s products cannot violate the Terms and Conditions of Use for such products.
Recommended Verbiage: “Respondent will provide a summary report of any audit required under the Agreement to SDE upon receipt of written request from SDE, and Respondent will meet with SDE to discuss in good faith any additional audits that they parties agree may be reasonably required.”
Explanation/Reason: This clarification will serve to protect Respondent’s confidential and proprietary information and will assist SDE in minimizing the threat of a data breach by limiting the number of individuals who have access to sensitive information about Respondent’s IT systems.

Answer: No, The SDE rejects the proposed change

89. Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 21, Data Incidents Question: Based on the nature of the data required for usage of Respondent’s products, credit monitoring services would not be applicable to breaches involving minor student data collected by Respondent. Would SDE confirm this requirement is inapplicable if a vendor does not require access to information that would implicate credit monitoring services?
Rationale: Credit monitoring services are not applicable to the data that Respondent collects, which relate to students’ academics.

Recommended Verbiage: (removal of the phrase) “and (b) provide one (1) year of credit monitoring service to any affected individual”

Explanation: This edit would benefit the parties as it will remove a requirement that is not relevant to the services to be provided.

Answer: The SDE rejects this language

90. Appendix D, SDE Special Terms and Conditions for Cloud Services, Section 22.4 Question: Does SDE consent to the use of third-party materials within the services that have been validly licensed by Respondent for use in the services?

Rationale: To create a richer experience for learners, some of the content within Respondent’s lessons are licensed from third parties—images and passages, for example. Respondent has valid licenses to use all such content.

Recommended Verbiage: “The Service is the Contractor’s own original work, with the exception of licensed content of third parties.”

Explanation: Respondent uses validly licensed content of third parties to enhance some of the lessons within Respondent’s products. Use of that third-party material creates a richer product experience and a more engaging learning experience for students.

Answer: This has been addressed in the current language

91. Where will SDE upload a recording of the pre-proposal conference? Will SDE also publish answers to questions asked during the conference with answers to the formal Q/A?

Answer: There were technical difficulties with the recorded QA session. This document will provide all questions and answers.

92. Section 4.2 Please confirm that the required Signature Page referred to in this section is the same form called “Signatures” with a table asking for offeror’s legal business name, tax ID, etc. (pp. 35).

Answer: Yes

93. Section 4.2 This section states that the Signature Page should be included “at the front of your original technical proposal,” but during the pre-proposal conference the procurement officer indicated no preference as to placement of this document as long as it’s included. Please confirm contractors may place this form immediately following the Table of Contents.

Answer: Yes

94. Section 5.3 Please confirm that submissions must at a minimum include the following sections: 5.2 Table of Contents, 6 Mandatory Submission Requirements, 7 Business Information, 8 Organization and Staffing, 9 Scope of Work, 10 Cost Proposal and Billing Procedure, and
Appendix A – Cost Proposal. Attachment 2 – References must be completed and sent directly to SDE by references and thus will not be included in the proposal submission, correct?

Answer: Yes, this is correct

95. Please confirm that while SDE is the procuring agent and purchaser under any awarded contract, the school districts that elect to enroll in services will be considered the end-users.

Answer: Yes, this is correct.

96. Section 5.1 This section indicates that SDE may waive minor deviations. Should offerors include any requested deviations to be considered as well as their standard terms and conditions?

Answer: Yes

97. Section 6.1 SDE confirmed typos of the numbered bullets under 6.1 (i.e. they go from 5.1.1, 5.1.2, 5.1.3, etc.). Offeror will correctly number this bulleted list as 6.1.1, 6.1.2, 6.1.3, etc. Is that okay?

Answer: Yes, this is acceptable.

98. Section 9.5, 8.5.16 Requirement #8.5.16 seems to have a typo and should be called #9.5.16, is that correct?

Answer: Yes, this is correct

99. Section 9.2.7 As mentioned during the pre-proposal conference, please confirm that this requirement may not apply to the K-6 RFP, unless offeror has credit recovery services for grade 6, and therefore a response to this requirement is optional in the K-6 RFP.

Answer: This is correct

100. Please confirm that up to approximately 25,000 students per grade level (up to approximately 300,000 students total) may be served under any contract from these RFPs.

Answer: This is correct

101. Appendix A: Please confirm that SDE will issue an updated Appendix A without the “Year” units included. Where will this updated appendix be posted?

Answer: Yes

102. Appendix A: Please confirm that SDE wants pricing that reflects a single, all-inclusive, unlimited “state-wide” license that can accommodate as many districts and students that sign up. SDE doesn’t want to have to manage licenses at the building level, correct?

Answer: This summary is correct.
103. Appendix A: May offerors include tiered pricing options that change depending on number of districts/students served, or does SDE just want pricing that would include unlimited licenses?

Answer: We are requesting a statewide, unlimited license.

104. Please confirm that SDE will accept electronic signatures required by this RFP.

Answer: YES

105. Clause 5 Insurance, SDE Special Terms and Conditions for Solicitation: Are insurance certificates required with the proposal, or can offerors provide any necessary insurance documentation upon contract award?

Answer: Insurance certificates must be submitted with proposals.

106. Are there any page limits imposed on submissions?

Answer: No

107. May offerors include additional appendices for supplemental information?

Answer: Yes