

REQUEST FOR PROPOSAL 20-9045

# Optional Idaho Web-Based Free & Reduced-Price School Meals Application



IDAHO STATE DEPARTMENT OF EDUCATION  
CHILD NUTRITION | NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAM

650 W. STATE STREET, 2ND FLOOR  
BOISE, IDAHO 83702  
208 332 6800 OFFICE  
[WWW.SDE.IDAHO.GOV](http://WWW.SDE.IDAHO.GOV)



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## 1. RFP ADMINISTRATIVE INFORMATION

<b>RFP Title:</b>	<b>Idaho Web-Based Free &amp; Reduced-Price School Meals Application RFP</b>
<b>RFP Lead:</b>	Kathy E. Corless 650 W. State Street, 2 <sup>nd</sup> Floor Boise, ID 83702 208-332-6857 <a href="mailto:procurement@sde.idaho.gov">procurement@sde.idaho.gov</a>
<b>Submit Electronic Proposal:</b>	<a href="mailto:procurement@sde.idaho.gov">procurement@sde.idaho.gov</a>  Optional hard copies may be sent to: 650 W. State Street, 2 <sup>nd</sup> Floor Boise, ID 83702
<b>RFP Release Date:</b>	Feb 14, 2020
<b>Online Pre-Proposal Conference:</b>	February 21, 2020 @ 10:00-11:00 am MST USA Toll-Free: 1-877-820-7831 PARTICIPANT CODE: 752249
<b>RFP Closing Date and Time:</b>	March 4, 2020 by 5:00pm MST
<b>Software Demonstration*</b>	March 10-12, 2020
<b>Intent to Award Date</b>	March 31, 2020
<b>Initial Term of Contract and Renewals:</b>	One year contract. Contract may renew for an additional year for up to two consecutive years with written mutual agreement of both parties for a total of three years.

*\*Software demonstration may be requested at SDE's discretion.*



## **2. ACRONYMS AND DEFINITIONS**

### **2.1 ACROYNMS**

API – Application Programming Interface

FERPA – Family Educational Rights Privacy Act

FNS – Food and Nutrition Service of USDA

MST – Mountain Standard Time

POS – Point of Service

RFP – Request for Proposal

SDE – State Department of Education

SFA – School Food Authority

WCAG – Web Content Accessibility Guidelines

### **2.2 DEFINITIONS**

**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.

**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.

**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.

**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.

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

**OPTIONAL** – Local school food authorities may or may not choose to participate in using the proposed solution



**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.

**SCOPE OF WORK** - Detailed outline of the location, project description, timeline, and deliverables.

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

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

### **3. OVERVIEW**

#### **3.1 PURPOSE**

The Idaho State Department of Education is seeking proposals to purchase an Optional Statewide, Web-Based Free & Reduced-Price School Meal Application that is available for use by Idaho Sponsors of the National School Lunch Program.

#### **3.2 BACKGROUND INFORMATION**

Many Idaho school districts use a manual process to approve applications for free or reduced price meals in the school meal programs. By providing access to a statewide, web-based free and reduced price school meal application, the Idaho Child Nutrition Program seeks to expand access to technology solutions to reduce errors and ease administrative burden.

#### **3.3 PRE-PROPOSAL CONFERENCE CALL**

A non-mandatory pre-proposal conference call will be held online at the time indicated in **Section 1**, page 4 of this RFP. The call-in information:

USA Toll-Free: 1-877-820-7831 PARTICIPANT CODE: 752249

This call will be an opportunity to ask questions about the RFP with the State Department of Education staff.

#### **3.4 QUESTIONS AND MODIFICATIONS TO RFP**

In the event that it becomes necessary to revise any part of this RFP, addenda will be posted on the SDE website at <http://www.sde.idaho.gov/contracting-opportunities/index.html>. It is the responsibility of parties interested in this RFP to monitor the [SDE Contracting Opportunities website](http://www.sde.idaho.gov/contracting-opportunities/index.html) for any updates or amendments. All changes to this RFP will be in writing posted to the SDE Contracting Opportunities website to be valid.

##### **3.4.1 Questions may be submitted by email to the RFP Lead, Kathy Corless **Email questions by February 19, 2020 to be addressed during the pre-proposal conference.****



- 3.4.2 Official answers to all written questions will be posted on the [SDE Contracting Opportunities website](#)
- 3.4.3 Any questions regarding the State Department of Education Contract Terms and Conditions must also be submitted by email to RFP Lead, Kathy Corless by February 19, 2020. The State will not consider proposed modifications to these requirements after this date. 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.
- 3.4.4 **Proposals that require the SDE accept other terms and conditions, not found in the RFP, or which take exception to the SDE terms and conditions, could be found non-responsive and no further consideration of the Proposal will be given.**

#### 4. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

##### 4.1 PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

Proposals must be received by the State Department of Education through email to [procurement@sde.idaho.gov](mailto:procurement@sde.idaho.gov) on or before March 4, 2020 5:00 P.M. Mountain Standard Time. The Proposal should be identified as "RFP 20-9045, Idaho Web-Based Free & Reduced-Price School Meals Application".

Optional manual submissions can be sent to 650 W. State Street, 2nd Floor, Boise, Idaho, 83702. 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.

#### 5. 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.

##### 5.1 EVALUATION CODE

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



The state official also reserves the right to seek clarification on any mandatory (M) requirement.

## **6. MANDATORY REQUIREMENTS**

### **6.1 (M) COVER LETTER**

The Proposal must include a cover letter with the Offerors name, mailing address, telephone number, e-mail address, and name of Offerors authorized signer. The cover letter should identify the RFP Title and number, and **must be signed by an individual authorized to commit the Offeror to the proposed solution.** In addition, the cover letter must include:

- 6.1.1 A statement that the Offeror is entity with the legal right to contract.
- 6.1.2 Identification of the Offerors corporate or other legal entity status. Offerors must include their tax identification number.
- 6.1.3 A statement indicating the Offerors acceptance of and willingness to comply with the requirements of the RFP, the terms and conditions and all the attachments.
- 6.1.4 A statement of the Offerors compliance with equal employment regulations.
- 6.1.5 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.
- 6.1.6 A statement naming the staff responsible for writing the Proposal.
- 6.1.7 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <https://sam.gov>.
- 6.1.8 A statement affirming the Proposal will be firm and binding for one year from execution of the contract.



6.1.9 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.

## 6.2 (M) EXPERIENCE

The software solution offered must have been in use by at least one SFA anywhere in the country for a minimum of 12 months. Demonstrate this requirement by providing a list of customers that include the SFA name, a contact name and phone number, plus the number of months the solution has been in place.

## 7. BUSINESS INFORMATION

### 7.1 EXPERIENCE

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

### 7.2 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 contact information.

### 7.3 SUBCONTRACTORS

If you intend to utilize subcontractors or affiliate companies, describe the extent to which they will be used to comply with Contract requirements.

### 7.4 PUBLIC RECORDS AND 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.

Identify and mark "trade secret" to any and all specific information that is considered a trade secret. Trade secret is considered "a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy". It is not sufficient to simply mark the entire page, the specific information you deem "trade secret" must be clearly delineated from other text/information and specifically identified as a "trade secret."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Proposal. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how exempting the material complies with the Public Records Law (Idaho Code § 74-101, et. seq., and in particular §74-107).

## 7.5 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 resources 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.

## 8. PROPOSAL

### 8.1 PROPOSED SOLUTION

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

### 8.2 TECHNICAL REQUIREMENTS

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



### 8.3 TRAINING

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

## 9. COST PROPOSAL AND BILLING PROCEDURE

### 9.1 COST PROPOSAL

Use the format established in **Appendix F** to respond to the Cost Proposal of this RFP. Altering the format may result in a finding that your Proposal is non-responsive.

The Offeror must provide a fully-burdened rate which must include, but not be limited to, all software components (e.g., plug-in's, proprietary packages), operating and personnel expenses, including but not limited to: overhead, travel, salaries, administrative expenses, profit and supplies.

### 9.2 BILLING PROCEDURE

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

## 10. PROPOSAL REVIEW, EVALUATION AND AWARD

The objective of the SDE in soliciting and evaluating Proposals is to ensure the selection of a Company that will produce the best possible solution. All Proposals will be reviewed to ensure that they meet the Mandatory (M) Requirements noted with an (M) in the RFP. Any proposal not meeting the Mandatory Requirements will be found non-responsive.

10.1 The Proposal will be evaluated and scored using an evaluation committee and scored by the following criteria.

### 10.2 EVALUATION CRITERIA

<u>Mandatory (M) Requirements</u>	<u>Pass/Fail</u>
Written Proposal	300 points
Cost Proposal	200 points
<b>Total Points</b>	<b>500 points</b>

### 10.3 BEST AND FINAL OFFERS

The SDE may, at its sole option, either accept an Offeror's initial proposal by award of contract or enter into discussions with Offerors whose proposals are deemed to be a



reasonable consideration for award. After discussions are concluded, an Offeror may be allowed to submit a "Best and Final Offer" for consideration.

#### 10.4 NEGOTIATIONS

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

#### 10.5 AWARD NOTIFICATION

SDE will notify all Offerors by email of its intent to award a contract and the evaluation scores for all participants.

#### 10.6 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).

### **11. REJECTION OF PROPOSALS AND CANCELLATION OF SOLICITATION**

#### **11.1 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 – CONTRACT TERMS AND CONDITIONS**

*RFP 20-9045 – Idaho Web-Based Free & Reduced-Price School Meals Application*

### **TERMS AND CONDITIONS**

#### **1. TERMS OF PAYMENT**

All payments will be made in accordance with Idaho Code § 67-2302, All bills shall be accepted, certified for payment, and paid within sixty (60) calendar days of receipt of billing.

#### **2. CONTRACT TERM**

Any contract that may result from this RFP shall be effective upon the signature by both parties and shall remain in force until contract end date, or until terminated by the SDE, whichever occurs first.

#### **3. TERMINATION**

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 ten (10) 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.

#### **4. 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.

#### **5. 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.



#### 9. 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.

#### 10. 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.

#### 11. 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).

#### 12. 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.

### 13. 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.

### 14. 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.

### 15. RECORDS AND AUDITS

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.

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.

#### 16. ASSIGNMENT

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

#### 17. WAIVER

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

#### 18. MODIFICATION

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

#### 19. ENTIRE AGREEMENT

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

#### 20. ATTORNEYS' FEES

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

#### 21. APPLICABLE LAW

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

#### 22. LEGAL COMPLIANCE

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





### 23. 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.

### 24. OFFICIALS, AGENTS AND EMPLOYEES OF SDE NOT PERSONALLY LIABLE

The Parties agree that in no event shall any official, officer, employee or agent of the SDE or State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the SDE shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

### 25. FORCE MAJEURE

Neither party to this Agreement shall be liable for or deemed to be in default for any delay or failure to perform under this Agreement if such delay or failure to perform results from act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be



caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

## 26. 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.

## 27. 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.

## 28. 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.

## 29. 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.



### 30. 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](http://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.

### 31. 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.

### 32. 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.

### 33. 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.



#### 34. 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.

#### 35. 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.

#### 36. 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.

#### 37. 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.

#### 38. SECURITY OF STUDENT DATA

38.1. 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.



- 38.2. 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.
- 38.3. 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.
- 38.4. 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.



38.5. 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.

38.6. 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.

### 39. 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.

#### 39.1. 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.

#### 39.2. 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.

#### 40. 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:

- 40.1. 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 workers 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 workers compensation insurance to the SDE upon the SDE's demand.

- 40.2. 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.

- 40.3. 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.





40.4. 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.

40.5. 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.

40.5.1. 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 Date 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.

#### 41. 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 – CERTIFICATION OF COMPLIANCE

### *RFP 20-9045 – Idaho Web-Based Free & Reduced-Price School Meals Application*

The Offeror certifies that the proposed solution meets the minimum requirements for information collected on an application for free or reduced price school meals as indicated by 7 CFR 245.2, Documentation, (1)(i)-(ii). Additionally, the Offeror attests that they have reviewed the *Guide to USDA's Web-Based Prototype Application* and has considered steps for implementation of USDA's applied design features and functional elements in this proposal. These resources are available at:

**Guide to USDA's Web-Based Prototype Application:** <https://fns-prod.azureedge.net/sites/default/files/cn/webbasedprototype-guide.pdf>

**Memo:** <https://fns-prod.azureedge.net/sites/default/files/cn/SP09-2018os.pdf>

Further, the Offeror acknowledges the additions of questions 1.18 and 1.19 in Appendix C.

Additional guidance regarding the USDA requirements for a web-based free and reduced price school meal application may be found in the most recent edition of the *Eligibility Manual for School Meals*.

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

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Signature of Representative

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Date

---

Print Name

---

Title

---

Email

---

Phone Number



## APPENDIX C – PROPOSED SOLUTION

### *RFP 20-9045 – Idaho Web-Based Free & Reduced-Price School Meals Application*

#### DESCRIPTION OF PROPOSED SOLUTION

The SDE is seeking a statewide, web-based free and reduced price school meal application 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	Required Feature	Evidence/Information to Provide
1.1	SFA's must be able to control access to their own data. Describe how your solution allows the SFA's to control their data and the access to it while providing access to the SDE for monitoring purposes.	
1.2	What languages other than English does the software offer?	
1.3	When filling out non-English versions of the forms, what assistance and prompts are displayed to users in the non-English language?	
1.4	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 free and reduced application forms, additional fields added to mandatory state reporting and creating new reports.	
1.5	Describe the features in your solution that can be customized by SFA's and/or SDE; including prompts, links, hover boxes, tool tips, etc.	
1.6	Describe how your solution would allow SDE to conduct file audits without conducting onsite SFA visits.	



<b>1.7</b>	Describe how your solution would permit SDE and/or SFA creation of state and local reports.	
<b>1.8</b>	Describe what reports are already built into the solution for the benefit of the SDE and/or SFAs	
<b>1.9</b>	Describe your solution's hierarchy for assigning roles and levels of access to authorized users.	
<b>1.10</b>	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.	
<b>1.11</b>	Describe how your solution incorporates any validation, compliance triggers, and/or alerts to the user if a step is missed or out of sequence.	
<b>1.12</b>	Describe any solution inactivity warnings for parents completing applications. What length of time until the session expires.	
<b>1.13</b>	Describe any solution inactivity warnings for SFA staff. Does solution cause for eventual screen timeout (with data saved) to prevent unauthorized viewing or editing when records are left open by interrupted staff? What length of time until the session expires.	
<b>1.14</b>	Describe how your solution provides warnings/alerts to SFA staff of upcoming timelines (10-day determination limits, etc.). Please provide details on what alerts are available and how they are delivered to users.	
<b>1.15</b>	Describe if solution provides a report which summarizes all application components for display, printing, and export (list file types).	
<b>1.16</b>	Describe how the proposed solution communicates each student's eligibility status to other systems (i.e. point of service systems)	
<b>1.17</b>	Describe how the proposed solution currently integrates with school nutrition POS systems. List all POS software that currently accepts data from the proposed solution.	
<b>1.18</b>	List which applied design features and functional elements from the <u>Guide to USDA's Web-Based Prototype Application</u> are currently supported by the proposed solution.	
<b>1.19</b>	List which applied design features and functional elements from the <u>Guide to USDA's Web-Based Prototype Application</u> are under development and the timeline for completion.	



## APPENDIX D – TECHNICAL REQUIREMENTS

### *RFP 20-9045 – Idaho Web-Based Free & Reduced-Price School Meals Application*

#### 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	Required Feature	Evidence/Information to Provide
2.1	The solution must be capable of being fully hosted by the vendor.	
2.2	The solution allows it to be locally hosted by the SFA at their discretion.	
2.3	Describe how many states, SFA's, and students are currently supported under this software as a solution.	
2.4	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	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.	
2.6	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?	
2.7	Describe how the solution supports the Americans with Disabilities Act (ADA) section 508 compliance (found at: <a href="http://www.dol.gov/dol/topic/disability/ada.htm">http://www.dol.gov/dol/topic/disability/ada.htm</a> ). What levels of WCAG compliance are met by the solution. How will future updates or changes to the solution impact compliance with accessibility guidelines?	



<b>2.8</b>	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 of whether it is hosted by the vendor or locally.	
<b>2.9</b>	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.	
<b>2.10</b>	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 ( <a href="https://legislature.idaho.gov/statutesrules/idstat/title33/t33ch1/sect33-133/">https://legislature.idaho.gov/statutesrules/idstat/title33/t33ch1/sect33-133/</a> ). Additional requirements for the protection of student data are set forth in policy by the Data Management Council ( <a href="https://boardofed.idaho.gov/board-facts/board-committees/data-management-council-dmc/">https://boardofed.idaho.gov/board-facts/board-committees/data-management-council-dmc/</a> ). Describe how your solution will protect Idaho's student data and adhere to these requirements and any other applicable legal requirements and ensure that only users with legitimate educational interest have access to student files, which may contain personally identifiable information.	
<b>2.11</b>	The system must provide a reliable authentication mechanism which controls access to the system by validating each SFA user (e.g. user-ID/password) at the start of each session.	
<b>2.12</b>	SFA users must have individual and unique credentials.	
<b>2.13</b>	Describe the single sign on options provided by the solution for district level staff. Does the solution allow for multiple sign on methods? Please detail every option your system supports.	
<b>2.14</b>	Describe how the solution allows individual users to manage, reset, and recover their own passwords.	
<b>2.15</b>	The system must store user authentication credentials in an encrypted format.	
<b>2.16</b>	The system must log unauthorized access attempts, describe how this requirement is met.	
<b>2.17</b>	The system must log authorized user access and/or activity, describe how this requirement is met. Include details on how the system logs tracking changes to data and forms by date and user.	
<b>2.18</b>	System support must only be provided by the contractor or an SDE approved subcontractor.	
<b>2.19</b>	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?	



<b>2.20</b>	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.	
<b>2.21</b>	System needs to support hierarchy and role based security. Describe how the solution would support a statewide implementation for school, SFA and SDE.	
<b>2.22</b>	Describe how your roles and hierarchies allow for users with different roles to access data through your system. (For example, SDE staff, SFA Directors, SFA Free and Reduced staff, etc.)	
<b>2.23</b>	How are user accounts created, maintained, and deactivated. Please describe any manual processes and any automated tools such as API's that can streamline this process	
<b>2.24</b>	Describe how the Offeror manages data storage and if any third-party vendors are utilized for data storage. How long can records be retained?	
<b>2.25</b>	What is the process for archiving data, as well as completely eliminating data?	
<b>2.26</b>	Describe the process the proposed solution uses to match children identified in the free and reduced application software to children listed in the POS software. Is the matching criteria/threshold customizable and by whom?	
<b>2.27</b>	Describe any APIs and automated integrations that would allow SFAs to integrate this solution with other systems such as Point of Service Systems and Student Information Systems. Describe any industry standards or formats supported by your solution. Clearly describe which type of data can flow between the systems and which direction. For example, eligibility status, student name, date of certification, etc.	
<b>2.28</b>	The solution allows for the export of data to other systems. What data may be exported and which file formats are supported?	
<b>2.29</b>	The solution should be intuitive and responsive to user input. What metric(s) are used to ensure the system is responsive and efficient.	



## APPENDIX E – TRAINING

### *RFP 20-9045 – Idaho Web-Based Free & Reduced-Price School Meals Application*

#### DESCRIPTION OF AVAILABLE TRAINING SERVICES

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

Item Number	Required Feature	Evidence/Information to Provide
3.1	Describe in detail the training available to the SDE to support a statewide implementation, as well as ongoing training year on year.	
3.2	Describe in detail the training available to local SFAs to support implementation, as well as ongoing training year on year.	
3.3	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.	
3.4	Describe available training resources, and what accessibility features are included (e.g. closed captioning). * Does vendor provide step-by-step tutorials (video, online, printed) for commonly used features of the solution? * Does vendor provide training in different formats (digital, online, video, PDF, Word, etc.)? * Can vendor provided training documents be printed by the end user?	
3.5	Describe any online knowledge-base, FAQs etc. as a means of self-support	
3.6	Direct customer service support must be provided from 7:30 AM to 5:30 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 7:00 pm Mountain Standard Time. What hours and what type of customer support is available?	
3.7	Provide metrics used to measure customer support, such as average response time, time on hold, case remedy, fixes and or system changes, etc.	





## APPENDIX F – COST PROPOSAL

### *RFP 20-9045 – Idaho Web-Based Free & Reduced-Price School Meals Application*

The Offeror shall submit a Cost Proposal **based on a cloud-based solution**. 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.

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 all set-up fees, 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.

**In addition to the cost proposal, the Offer may provide a list of associated products and services along with their cost.**

#### **1. QUOTE FOR SET-UP FEE AND PROFESSIONAL DEVELOPMENT**

<b>Description</b>	<b>Estimated Quantity</b>	<b>Cost (each)</b>	<b>Extended Price</b>
<b>Year 1:</b> Per SFA Set-up Fee and Training for initial set-up	0-50 SFAs		
<b>Year 1:</b> Per SFA License Fee and ongoing maintenance and technical support	0-50 SFAs		
<b>Year 2:</b> Per SFA Set-up Fee and Training for initial set-up	0-50 New SFAs		
<b>Year 2:</b> Per SFA License Fee and ongoing maintenance and technical support	0-100 SFAs <i>(Combined LEA total; Year 1 + Year 2)</i>		