

REQUEST FOR PROPOSAL 26-3400

Elementary Computer Science Curricular Materials



IDAHO DEPARTMENT OF EDUCATION
CONTENT AND CURRICULUM | COMPUTER SCIENCE

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ADMINISTRATIVE INFORMATION

RFP Title:	Elementary Computer Science Curricular Materials
RFP Lead:	Kristine Moriarty Policy Director Idaho Department of Education 650 W. State Street, 2 nd Floor Boise, ID 83702 208-332-6857 solicitations@sde.idaho.gov
Pre-Proposal Conference (Virtual):	April 14, 2026 @ 11:30 MT
Pre-Proposal Conference Location:	Register here for pre-proposal conference.
Deadline To Receive Questions:	April 20, 2026 @ 5:00 PM MT
RFP Closing Time and Date:	May 15, 2026 @ 5:00 PM MT
Submit Proposal:	solicitations@sde.idaho.gov
Proposal Presentations (if conducted)	June 23-24, 2026 @ TBD MT
Intent to Award Date	June 29, 2026
Initial Term of Contract and Renewals:	One (1) year term from July 15, 2026, or date of signing (whichever comes first) through June 30, 2027. Contract may renew for an additional year for up to four consecutive years with written mutual agreement of both parties for a total of five (5) years.

1. OVERVIEW

1.1 Idaho's Educational System

The Idaho Constitution provides that the general supervision, governance, and control of the state educational institutions and public school system, as with the education system's government agencies, shall be vested in the State Board of Education. The Board is comprised of eight members, including the voter-elected Superintendent of Public Instruction.

The Idaho Department of Education (the "Department") is the government agency supporting Idaho's K-12 publicly funded schools and students. The Department is responsible for implementing policies, distributing funds, administering statewide assessments, licensing educators, and providing support and resources to local school districts and public charter schools. The Department is overseen by the Superintendent of Public Instruction.

Local school districts and public charter schools have authority over individual schools within their jurisdiction. They are responsible for managing day-to-day operations, hiring staff, and developing curriculum.

Idaho's public schools are made up of approximately 313,000 students in 190 school districts and public charter schools in six regions. Idaho's K-12 education system services a diverse demographic, encompassing students from urban, suburban, and rural areas, with diverse racial, ethnic, and socioeconomic backgrounds. Notably, approximately 40% of Idaho's students qualify for free or reduced-price lunch and approximately 6% of Idaho's students are English-language learners.

1.2 Purpose

The Department is seeking proposals to provide elementary computer science curricular materials to meet the [IDAPA 08 Rules of Thoroughness](#) requirement that elementary schools provide computational thinking and digital literacy instruction to all students. The materials must be aligned with Idaho's elementary technology standards. These materials must ensure equitable access to high-quality content, provide professional development for educators, include physical computing resource alignment, and offer implementation support to promote effective integration.

1.3 Background Information

In fiscal year 2025, the Department ran a pilot program to provide elementary computer science curricular resources to Idaho teachers. The program was successful and showed a need for a more consistent and long-term resources. The Department now seeks to fulfil this need through a multi-year agreement.

1.4 Funding Information

The funding will be supported through [Senate Bill 1362](#). The bill states that funding will be provided to support technology education. The resources will align with professional development for teachers, integration of curriculum standards (K-5 Technology), online access to research-based content and curriculum and instruction software for classroom use.

1.5 Budget

The budget for this Contract is \$360,000 per year.

1.6 Resulting Contract

The Contract will be comprised of this RFP, including any incorporated documents; the successful Proposal, including any clarifications requested by the Department; and an artifact formalizing any requirements agreed upon through contract discussions or negotiations, if applicable.

The following document(s) are incorporated into this RFP as if set out in their entirety, whether or not they are attached:

- [Idaho Department of Education General Terms and Conditions](#)
- [Idaho Department of Education Special Terms and Conditions for Cloud Services](#)
- [Idaho Department of Education Special Terms and Conditions for On-Premises Software](#)
- Idaho Department of Education Special Terms and Conditions for Solicitations, attached hereto as Exhibit A

If not attached, the documents may be found on the “Contracting Opportunities” page of the Department’s [website](#). If multiple versions of the above document(s) are available on the website, the version in effect on the day the RFP was issued shall apply.

2. QUESTIONS

2.1 Restrictions on Communications

From the issue date of this RFP until a contract is awarded, or until the RFP is cancelled, Offerors and their representatives are prohibited from communications (written or verbal) regarding this RFP with Department staff, evaluation committee members, and other state employees, other than the RFP Lead, except during formal solicitation events (including the pre-offer conference, demonstrations, and negotiations) or request for reconsideration defined in section 10.7 of this RFP.

2.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held virtually on April 14, 2026 at 11:30 AM MT. This will be prospective Offerors' opportunity to ask questions of the Department staff. Those choosing to participate must [pre-register](#) prior to the start of the conference. Any oral answers given by the Department during the pre-proposal conference are unofficial and will not be binding on the Department.

2.3 Offeror Questions

Questions or other correspondence regarding the RFP must be submitted in writing to the RFP Lead by April 20, 2026 at 5:00 PM MT. Written questions must be submitted using Attachment 1, Offeror Questions. Written responses to Offeror Questions will be posted on the Department's [Contracting Opportunities website](#). In the event it becomes necessary to revise any part of this RFP, addenda will also be posted on the Department's Contracting Opportunities website.

It is the responsibility of parties interested in this RFP to monitor the Department's Contracting Opportunities website for any updates or amendments. Any changes to this RFP must be posted to the Department's Contracting Opportunities website to be valid.

Any questions regarding the Idaho Department of Education Contract Terms and Conditions must also be submitted in writing, using Attachment 1, Offeror Questions. Questions regarding terms and conditions 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 Department's consideration that is consistent in content, context, and form with the Department's requirement that is being questioned.
3. Explanation of how the Department's acceptance of the recommended verbiage is fair and equitable to both the Department and to the party submitting the question.

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

3. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1 General Instructions

3.1.1 Alternate proposals are not allowed.

3.2 Electronic Submission

- 3.2.1 Proposals must be submitted electronically to the RFP Lead at solicitations@sde.idaho.gov. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single electronic submission). If multiple submissions are received, only the latest timely submission will be considered.
- 3.2.2 All electronic files must be in Portable Document Format (PDF) or Microsoft Excel format; the only exceptions are financials, brochures or other information only available in an alternate format.
- 3.2.3 Offerors are strongly encouraged to begin the process of submitting the response far enough in advance of the Closing Time to allow for resolution of technical difficulties. Be advised that the Department is not responsible for an Offeror's failure to timely submit a responsive submission due to any technical or technological difficulties.
- 3.2.4 Offerors are further advised to provide response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's response.

4. PROPOSAL FORMAT

The following instructions describe the format to use in the Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

4.1 Evaluation Codes

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

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

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

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

4.2 Table of Contents

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

4.3 Format

Proposals shall follow the numerical order of this RFP. Sections numbers must be identified with the corresponding numbers and headings used in this RFP. Restate the section numbers and criteria before providing the response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the criteria from the Offeror's response.

5. MANDATORY SUBMISSION REQUIREMENTS

5.1 (M) Signature Page

All Proposals must be submitted with Attachment 3, Signature Page. The signature page must contain an electronic signature of an authorized agent of the submitting Offeror and be returned with the submission package. Proposals submitted without the signature page shall be found nonresponsive and will not be considered. An incomplete, modified, or unsigned signature page will be cause for a finding of non-responsiveness.

5.2 (M) Cover Form

Complete, sign, and submit Attachment 2, Cover Form.

5.3 (M) Acknowledgement of Amendments

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

5.4 (M) Executive Summary

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

5.5 Other Mandatory Submittals

Provide a response to all (M) and (ME) sections, and any other required submittal items.

5.6 Public Records and Trade Secrets

The Idaho Public Records Law, [Idaho Code sections 74-101 through 74-126](#), allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by an Idaho state agency, regardless of the physical form or character. All, or most, of the information contained a responsive Proposal will be a public record subject to disclosure under the Public Records Law.

The Public Records Law contains certain exemptions. One exemption potentially applicable to part of the Proposal may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that

derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If any material provided in the Proposal may be considered a trade secret, or otherwise protected from disclosure, Offerors MUST so indicate by marking as “exempt” EACH PAGE containing such information. In addition:

- 5.6.1 Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information deemed a trade secret within each page noted as “exempt” must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a trade secret.
- 5.6.2 Provide a separate document entitled “List of Redacted Information” which provides a succinct list of all trade secret information noted in the Proposal; listed in the order it appears in the submittal documents, identified by page number, section number, title, paragraph, if applicable, and specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Department’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Idaho Public Records Law.
- 5.6.3 Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the file name “Redacted Information.”

Offeror shall indemnify and defend the Department against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor’s failure to designate individual documents as exempt. The Offeror’s failure to designate as exempt any document or portion of a document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release. If the Department receives a request for materials claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

6. BUSINESS INFORMATION

6.1 (ME) Experience

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

- 6.1.1 The Offeror must have a minimum of three (3) years of experience providing the proposed product to be eligible for award.
- 6.1.2 The Offeror must have a minimum of three (3) successful implementations in a district of more than one hundred thousand (100,000) students or a state-level contract.

7. ORGANIZATION AND STAFFING

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

7.1 (ME) Project Lead

Identify the person who will be the dedicated Project Lead if Offeror is awarded a contract. Provide a description of the proposed Project Lead's experience and qualifications. The Offeror shall submit the Project Lead's resume in response to this section.

7.2 (ME) Key Personnel and Qualifications

Provide a list of key management, customer service, and other personnel to be used in the fulfillment of this Contract (in addition to the Project Lead). Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project. **The response should demonstrate the extent to which the Offeror has the expertise to meet all Scope of Work requirements.**

7.3 (M) Subcontractors

If the Offeror intends to utilize subcontractors, describe the extent to which subcontractors will be used to comply with Contract requirements. Include each position providing service and a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. The Offeror may submit resumes to support this section.

If the Offeror does not intend to utilize subcontractors, provide a statement to that effect.

8. SCOPE OF WORK

All sections of the Scope of Work contain required services under the contract. Use this Proposal outline as part of the Offeror’s response to the RFP. Evaluators will score Proposals based on the methodologies described and the completeness of the response to each item listed below. Unless otherwise noted, each item is worth 10 points. Describe in detail how the Offeror’s Proposal will meet each requirement. Include personnel, timelines, methodologies, and any pertinent information that will be required to achieve full compliance with the contract.

8.1 Requirements

Describe in detail how the Proposal will fulfill the following requirements.

ITEM#	EVAL CODE	REQUIRED FEATURE
8.1.1	ME	<p>A complete K-5 computer science curriculum that is vertically aligned and meets Idaho Content Standards for K-5 Technology.</p> <p>The product must build year after year and include interdisciplinary computer science integration between other core subject areas.</p>
8.1.2	ME	Documentation mapping lessons aligned to the Idaho Content Standards.
8.1.3	ME	<p>Instructional materials must be comprehensive and include each of the following:</p> <ul style="list-style-type: none"> • Detailed lesson plans • Instructional videos • Teacher slide decks • Student activities • Sample solutions • Assessment rubrics • Physical computing instructional materials alignment • Implementation guidance and common troubleshooting strategies
8.1.4	ME	<p>The curriculum must provide a wide range of instructional activities, including each of the following:</p> <ul style="list-style-type: none"> • Block-based coding activities • Unplugged computational thinking lessons • Open-ended projects • Cross-curricular integration • Digital citizenship activities • Collaborative student projects • Physical computing lessons and projects

8.1.5*	ME	<p>A secure, browser-based computer science learning platform that allows teachers to deliver curriculum and track student progress, support block-based and text-based coding environments for teachers and students in age-appropriate lessons.</p> <p>No local installation or software downloads shall be required.</p> <p><i>* The score for this item will be multiplied by 1.5.</i></p>
8.1.6*	ME	<p>The platform must also provide tools for each of the following:</p> <ul style="list-style-type: none"> • Course and assignment management • Student roster management • Simple login systems appropriate for young learners utilizing Single Sign On (SSO) options such as Clever, ClassLink, etc. • Student progress tracking <p><i>* The score for this item will be multiplied by 1.5.</i></p>
8.1.7	ME	<p>The curriculum and platform shall support diverse learners through:</p> <ul style="list-style-type: none"> • Differentiated instructional strategies; • Accessibility features for young learners; • Support for self-paced lesson completion for individual or small groups of students; and • Spanish-language curriculum options where available.
8.1.8	ME	<p>The platform shall provide tools for educators and administrators to monitor student learning and implementation, including, but not limited to:</p> <ul style="list-style-type: none"> • A student-facing a dashboard; and • Educator and administrator access to rubrics, embedded evaluations, and monitoring of student participation and course completion.
8.1.9	ME	<p>A comprehensive professional development plan to support educators in implementation. The plan must support a wide range of teacher knowledge and provide hands-on training supporting the curricular resources as well as physical computing resources that align with curricular resources.</p>
8.1.10	ME	<p>Implementation support through:</p> <ul style="list-style-type: none"> • Program launch planning; • Curriculum configuration for the state; • Teacher onboarding; • Technical support for educators; and • Ongoing curriculum updates.

9. COST PROPOSAL AND BILLING PROCEDURE

9.1 (ME) Cost Proposal

Use the format established in Attachment 4 to respond to the RFP Cost Proposal. Title the document as “Cost Proposal – 26-3400, Elementary Computer Science Curricular Materials – Offeror Name.” The Cost Proposal must be submitted as a separate document to the Technical Proposal. Altering the format of Attachment 4 may result in a finding that the Proposal is non-responsive.

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

9.2 Billing Procedure

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

The Contractor must provide the following information with each invoice:

- 9.2.1 Idaho Department of Education contract number
- 9.2.2 Identification of the billing period.
- 9.2.3 Total dollar amount billed for the billing period.
- 9.2.4 Detailed description of services/products provided and associated number of hours/dollar amounts, as appropriate.
- 9.2.5 Name of the Contractor’s authorized individual/contact information.

10. PROPOSAL REVIEW, EVALUATION, AND AWARD

The Department’s objective in soliciting and evaluating Proposals is to ensure the selection of an Offeror that will produce the best possible results for the funds expended.

10.1 Overview

10.1.1 All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal not meeting the Mandatory Submission Requirements will be found non-responsive.

10.1.2 Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 6)	150 points
Organization and Staffing (Section 7)	150 points
Scope of Work - Project Approach (Section 8)	400 points
Oral Presentations/Demonstrations (if conducted)	200 points
Cost Proposal (Attachment 4)	300 points
Total Points	1,000 points
Total Points with Presentations/Demonstrations	1,200 points

10.2 Technical Proposal

10.2.1 The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals determined by the Department, at its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

10.2.2 The Technical Proposal will be evaluated and scored utilizing one or more Technical Proposal Evaluation Committees.

10.2.3 The scores for the Technical Proposal (Sections 6, 7, and 8) will be normalized as follows:

The proposal with the highest raw technical score will receive all available Technical Points: 700 points. Other proposals will be assigned a portion of the maximum available points, using the formula:

$$700 \quad \times \quad \frac{\text{raw score of Technical Proposal being evaluated}}{\text{highest raw technical score.}}$$

10.3 Oral Presentations/Product Demonstrations

10.3.1 At the Department's discretion, those Offerors with the highest raw scores after the evaluation of the Technical Proposal is complete, may be asked to make oral presentations or product demonstrations. If presentations or demonstrations are conducted, they will be mandatory for all invited Offerors.

10.3.2 The scores for Oral Presentations/Product Demonstrations will be normalized as follows:

The Oral Presentation/Product Demonstration with the highest raw score will receive all available Oral Presentation/Product Demonstration Points: 200 points. Other proposals will be assigned a portion of the maximum available, using the formula:

$$200 \quad \times \quad \frac{\text{raw score of Presentation/Demonstration evaluated}}{\text{highest raw Presentation/Demonstration score.}}$$

10.4 Cost Proposal

10.4.1 If Oral Presentations/Product Demonstrations are conducted, the Cost Proposal will be opened and evaluated only for the Offerors who are invited to and provide Oral Presentations/Product Demonstrations. If Oral Presentations/Product Demonstrations are not conducted, the Cost Proposal from every Offeror that is responsive up to this point will be opened and evaluated.

10.4.2 The scores for the Cost Proposal will be normalized as follows:

The Cost Proposal with the lowest overall Total Cost will receive all available Cost Points: 300 points. Other Proposals will be assigned a portion of the maximum score using the formula:

$$300 \quad \times \quad \frac{\text{lowest overall Total Cost}}{\text{overall Total Cost being evaluated.}}$$

10.5 Award and Offeror Discussions

The Department 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 reasonably susceptible of being considered for award. Discussions with individual Offerors (including the utilization of one or more rounds of "Best and Final Offer" and/or Negotiations) may be conducted. NOTE: Offerors should submit their best proposals initially, as there is no guarantee that the Department will conduct any discussions. The Department may, in its best interest, elect to award the contract to or enter into discussions with the apparent responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.

10.6 Responsibilities

The RFP Lead may, at the Department's sole discretion, require the apparent high point Offeror to provide documentation to demonstrate its responsibility. The RFP Lead may request documentation including, but not limited to, credit or financial reports and references. Failure to provide requested documentation may result in the Offeror being deemed non-responsible. Nothing herein shall prevent the Department from using other means to determine the Offeror's responsibility.

10.7 Notification of Intent to Award Contract/Awarding of Contract/ Reconsideration

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points. The Department will notify all Offerors by email of its intent to award a contract and of the evaluation scores. If the selected Offeror does not enter into a contract within ninety (90) days of notification, the Department may withdraw the award from that offeror and award the contract to the offeror ranked second in the evaluation process. Within five (5) working days from the date

of intent to award a contract, the responsive, responsible Offerors may submit a request for reconsideration in writing to the RFP Lead. The request shall specifically state the exact basis for reconsideration. The Superintendent of Public Instruction will review the request and, at her sole discretion, issue a written response to the request.

ATTACHMENT 1 - OFFEROR QUESTIONS

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

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

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

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regard to a provision of the Idaho Department of Education General Terms and Conditions or any special terms and conditions, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment number (example "Attachment 2") in (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text into the "Response" field (column 5). This is for the Department's use only.
4. Once completed, this form is to be e-mailed to the RFP Lead at procurement@sde.idaho.gov. The e-mail subject line is to state the RFP number followed by "Offeror Questions – Offeror Name."

Question	RFP Section	RFP Page	Question	Response
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ATTACHMENT 2 – (M) COVER FORM

The Cover Form must be completed, signed, and submitted with the Offeror’s Proposal. Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

Instructions: Include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Requirement	Response
Offeror’s corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror’s Tax Identification Number	EIN:
Offeror’s DUNS Number	DUNS:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 2, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in the Idaho Department of Education General and Special Terms and Conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone 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 bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage,	<input type="checkbox"/> Yes <input type="checkbox"/> No

brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.?	
Does Offeror understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm(s) and/or staff responsible for writing the Proposal	Names:
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed By: _____

Printed Name: _____

Date: _____

ATTACHMENT 3 – (M) SIGNATURE PAGE

Signatures. Unless otherwise stated above, this Agreement is effective on the date of last signature:

Contractor's Legal Business Name	
Contractor's Authorized Representative's Printed Name	Title
Signature	Date

Department of Education Authorized Representative's Printed Name	Title
Signature	Date

ATTACHMENT 4 – (ME) COST PROPOSAL

1. The Offeror shall complete this form identifying the fully burdened cost of the Offeror’s Solution.
2. Further, the Offeror must provide an itemized breakdown to support all costs.
3. The Offeror must submit this form and the itemized breakdown as a separate document labeled "Cost Proposal – 26-3400, Elementary Computer Science Curricular Materials – Offeror Name." The Cost Proposal must be separate from the Technical Proposal and all other documents submitted with the response.

DESCRIPTION	FULLY BURDENED COST
Year 1 Service	\$ _
Year 2 Service*	\$ _
Year 3 Service*	\$ _
Year 4 Service*	\$ _
Year 5 Service*	\$ _
Total 5-Year Cost	\$

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

EXHIBIT A: IDAHO DEPARTMENT OF EDUCATION SPECIAL TERMS AND CONDITIONS FOR SOLICITATIONS

1. Definitions. Unless the context clearly requires otherwise, the definitions set forth in the IDE General Terms and Conditions shall apply to terms used in these IDE Special Terms and Conditions for Solicitations.

2. Priority of Documents. The Agreement consists of, and precedence is established by, the order of the following documents: 1) the contract purchase order; 2) the IDE's solicitation of bids, proposals, or quotations; 3) the Contractor's bid, proposal, or quotation as accepted by the IDE. The solicitation and the Contractor's bid, proposal, or quotation as accepted by the IDE are incorporated into the Agreement by this reference. The documents set forth above are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the Agreement documents, a document identified with a lower number in this section shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in the Contractor's bid, proposal, or quotation differ from the terms in the solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in the Contractor's bid, proposal, or quotation supplement the terms and conditions in the solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the IDE in writing.

3. Application of Certain Laws. The provisions of IDAPA 38.05.01.112, Contract Terms - Policies and Limitations, shall apply to the provisions of the Agreement.

4. Insurance Requirements. The 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 the Agreement until satisfactory evidence of all required insurance is provided to the State of Idaho.

All insurance, except for workers compensation and professional liability/errors and omissions, shall be endorsed to include the State of Idaho and IDE as Additional Insured.

All insurance shall be with insurers rated A-, VII, or better in the latest Best's 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 of Idaho.

If any of the liability insurance required for the Agreement is arranged on a “claims-made” basis, “tail coverage” will be required at the completion or termination of the 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 the Agreement, or twenty-four-months “prior acts” coverage is provided. The Contractor will be responsible for furnishing certification of “tail coverage” or continuous “claims-made” coverage.

By requiring insurance herein, the State of Idaho 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 of Idaho.

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

4.1. 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.

4.2. 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 automobile is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

4.3. 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, \$1,000,000 bodily injury by disease-policy limit.

4.4. Professional liability insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

4.5. Information Security/Cyber Liability insurance covering claims resulting from wrongful acts committed in the performance of, or failure to perform, all services under the Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy. This coverage is 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 following minimum limits: each occurrence – \$3,000,000; network security/privacy liability – \$3,000,000; breach response/notification sublimit – a minimum limit of 50% of the policy aggregate; technology products E&O – \$3,000,000.

5. Liability. The Contractor’s liability for damages to the IDE for any cause whatsoever may not be limited or capped for the following:

- 5.1. Patent and copyright indemnity required by the Agreement;
- 5.2. Liquidated damages assessed under the Agreement;
- 5.3. Claims for personal injury, including death;
- 5.4. Claims for damage to real property or tangible or intangible property arising from the Contractor’s acts or omissions under the contract;
- 5.5. The insurance coverage required by the Agreement;
- 5.6. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents; and,
- 5.7. Government fines and penalties not imposed by the IDE.