OFFEROR QUESTIONS - RFP 25-2700, Idaho Reading Indicator

All questions submitted by Offerors have been answered below.

Question	RFP Section	RFP Page	Question	Response
1	8.4.1H and 8.4.1J	41		This was intentional to not confuse numbers and letters. There is no 8.4.1I.
2	5.3	16	A revised version of the RFP was released on May 10. This is not indicated as an "Amendment". Please confirm	The update on May 10 only replaced the blank PDFs with fillable versions. Nothing substantive was amended.
3	8.1.4A and 8.1.4B	27-29	8.1.4A (ME) and 8.1.4B (E) include the text "An assessment package that can be administered on paper/pencil whose results will be comparable to those obtained through digital testing." 8.1.4A is shown as (ME) while 8.1.4B is (E). Should this requirement be deleted from 8.1.4A as it is covered in 8.1.4B? If not deleted, any computer adaptive assessment that does not include an equivalent paper/pencil version would be eliminated from consideration due to not meeting the requirements of 8.1.4A (ME).	"An assessment package that can be administered on paper/pencil whose results will be comparable to those obtained through digital testing" should only be included in 8.1.4B (E). The language will be deleted from 8.1.4A (ME).

Question	RFP	RFP Page	Question	Response
	Section			
4	8.1.1.B	24	of the RFP) notes that the resulting data from the K-3 assessment package, "be appropriate for use for statewide accountability and funding allocations,"	The Idaho Reading Indicator (IRI) is administered twice annually to all K-3 students in Idaho. The first administration serves as a screening tool at the start of the school year, while the second takes place in May as a summative assessment. Funding allocation is linked to this second assessment, with districts receiving funds based on student growth from one spring to the next. IRI is not a federally mandated assessment. Idaho Code sections 33-1809 and 33-1002(r) outline the use of this assessment in a summative nature.
			assessment, and 2) can you elaborate on	The summative assessment needs to measure the mastery of Idaho content standards in each grade level and have its own secure item bank that prevents excessive testing and rote memorization.
5	1.3	8	serves our K-3 population, known as the Idaho Reading Indicator, IRI, pursuant to	

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6			Attachment 4 (the Cost Proposal) asks that offerors, "provide an itemized breakdown to support the Offeror's cost." Do you have a preferred format (or a template) for that itemized breakdown?"	No, the Department does not have a preferred format or template.
7	N/A		How many students in grades K-6 will need to be assessed?	Only students in grades K-3 will be assessed. The state of Idaho has approximately 90,000 students in grades K-3.
8	N/A	,		The teacher training will be conducted regionally (6 regions in Idaho) with at least 1 teacher/admin from each building or district.
9	8.4.3A		Do you have any specific LMS's in mind, and what functionality?	No, the Department does not have specific LMS's in mind. The functionality would be rostering and importing scores.
10	8.4.3D		EdFi will be available for BTS 25, does that meet the requirement? Clarification: Does requirement 8.4.3D need to be met for the pilot year, or is having an API ready for the start of the 2025-2026 year satisfactory?	8.4.3D is not a mandatory requirement; if the functionality is available, it will be evaluated and scored.

11	IDE	Contractor respectfully requests that a The Department does not accept the proposed term. Section 5,
11	GENERAL	new paragraph be added to Section 5. Intellectual Property and Ownership of Materials does not
	TERMS &	Intellectual Property and Ownership of pertain to Contractor's pre-existing intellectual property.
	CONDITION	Materials. Rationale - to recognize the
	S, Section 5.	Contractor's rights in its preexisting IP.
	S, Section 5.	Explanation – Contractor owns IP that is
		used to deliver services proposed herein,
		as well as to multiple other clients.
		Recommended verbiage - Contractor
		seeks to add a new paragraph as follows:
		seeks to add a new paragraph as follows:
		Contractor Intellectual Property.
		Notwithstanding anything in the
		foregoing to the contrary, Contractor
		shall retain all right, title and interest in
		and to any work, derivative works, ideas,
		inventions, discoveries, tools,
		methodology, computer programs,
		processes and improvements and any
		other intellectual property, tangible or
		intangible, that has been created by
		Contractor prior to entering into this
		Agreement and any derivations thereof
		("Contractor Intellectual Property").
		Contractor Intellectual Property
		includes, but is not limited to,
		Contractor's test items and associated
		metadata, proprietary digital
		applications and systems for student
		registration, item authoring, test delivery
		and online results reporting and related
		systems. Should IDE require a license for
		the use of Contractor Intellectual
		Property in connection with the
		development or use of the items that
		Contractor is required to deliver under
		this Agreement, the Contractor shall
		grant a royalty-free license for such
		development and use during the term of
		this Agreement.

Question	RFP Section	RFP Page	Question	Response
12	IDE		Contractor respectfully requests changes	The Department does not accept the proposed revision.
1-	GENERAL		to Section 7. Contractor's Performance.	
	TERMS &		Rationale – the phrase "highest	
	CONDITION		professional standard" is not defined.	
	S, Section 7.		Explanation – Contractor seeks to use	
			"industry standard" as the more	
			conventional standard. Recommended	
			verbiage - Contractor seeks Section 7 to	
			read as follows:	
			All work done by the Contractor shall be	
			of the industry standard and shall be	
			performed to the IDE's reasonable	
			satisfaction. The detailed manner and	
			method of performing the work is under	
			the control of Contractor, with the IDE	
			being interested only in the results	
			obtained. The IDE and Contractor agree	
			that Contractor is an "Independent	
			Contractor" as defined by law as to all	
			work performed under this Agreement.	

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13	IDE			The Department does not accept the proposed revision.
	GENERAL		to Section 13.1 Contractor's	
	TERMS &		Indemnification. Rationale and	
	CONDITION		Explanation – amend language to include	
	S, Section		a negligent standard to conform to other	
	13.1.		sections found within the IDE's terms	
			and seek additional phrasing	
			amendments. Recommended verbiage -	
			Contractor seeks Section 13.1 to read as	
			follows:	
			Contractor shall indemnify, and hold	
			harmless the State, its officers, agents,	
			and employees from and against any and	
			all damages, losses, expenses, including	
			attorneys' fees, and suits whatsoever	
			caused by, arising out of, or in	
			connection with Contractor's negligent	
			acts or omissions under this Agreement	
			or Contractor's failure to comply with	
			any state or federal statute, law,	
			regulation, or rule during performance	
			or applicable to the performance of the	
			Agreement.	

Question	RFP Section	RFP Page	Question	Response
14	IDE SPECIAL TERMS AND CONDITION S FOR CLOUD SERVICES, Section 18.		to Section 18 Audits. Rationale and Explanation – amend language to reflect Contractor's ISO audit procedures and requirements. Recommended verbiage - Contractor seeks Section 18 to read as follows: Contractor maintains ISO 27001 and ISO 27018 certification which are independently audited on an annual basis. As part of Contractor's annual certification process, Contractor reviews and verifies datacenter certifications and SOC 2 reports. Contractor shall only use certified datacenters located within the United States. In addition, the Contractor shall annually conduct its own internal security audit and address security gaps. If requested, and under an executed non-disclosure agreement, the Contractor shall give the IDE a copy of the most current report from each audit	
15	4.3 Format	14	listed above. The RFP states, "In the response, restate the RFP section and/or Section, followed with the response." Please confirm vendors only need to indicate the section number and title, and not repeat the RFP requirement text.	

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16	Section 2.3, Questions	12	Page 12, states, "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." Will the state allow the chosen vendor to negotiate legal terms later, prior to the contract execution?	No, the Department will not negotiate legal terms later.
17	Section 5 Mandatory Submission Requiremen ts, Subsection 54	16	If a vendor offers a solution that largely meets the objectives of the scope of work, but cannot meet one or more "M" or "ME" requirements, will their proposal be evaluated?	No, failure to respond or comply with any mandatory specification or requirement in an (M) or (ME) section will render the Proposal non-responsive and it will not be further evaluated.
18	Section 8.1.4 Accessi bility Feature s, Subsecti on 8.1.4A General Accommodati ons	27	Requirement 8.1.4A is Mandatory and Evaluated and requires, "An assessment package that can be administered on paper/pencil whose results will be comparable to those obtained through digital testing." Requirement 8.1.4B is Evaluated and says, "An assessment package that can be administered on paper/pencil (including Braille) whose results will be comparable to those obtained through digital testing." Please confirm whether an assessment package that can be administered on paper/pencil is "Mandatory and Evaluated" or "Evaluated".	"An assessment package that can be administered on paper/pencil whose results will be comparable to those obtained through digital testing" should only be included in 8.1.4B (E). The language will be deleted from 8.1.4A (ME).

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19	Section 8.1.4 Accessibility Features,	29	Per our question regarding RFP requirement 8.1.4A, please confirm whether an assessment package that can be administered on paper/pencil is "Mandatory and Evaluated".	Evaluated only.
20	Section 8.2, Psychometr ics		Are the numbered requirements 8.1.17-8.1.19 meant to be numbered as 8.2.17-8.2.19?	Yes. That will be corrected.
21	Section 8.4.5, User Managemen t	44	Item 8.4.5H states "In the Offeror's Solution authorized IDE System Managers must be able to make changes to the system (e.g., cut scores, tiers etc.) at no additional costs (whether technical support is required)." Is the department seeking the ability to have IDE System Managers make changes to aspects such as rostering support OR looking to update cut scores, knowing this may affect validity and reliability?	The department has determined that 8.4.5H is not relevant and will be deleted.
22	Attachment 2, Cover Form, Table Item 5	54	· · · · · · · · · · · · · · · · · · ·	No, the Department will not negotiate legal terms later.

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23	4.1	14	the "RFP Lead may waive minor informalities as well as	No, failure to respond or comply with any mandatory specification or requirement in an (M) or (ME) section will render the Proposal non-responsive and it will not be further evaluated.
24	Att. 1	52	1	Fillable PDFs were substituted for the non-fillable PDFs on May 10, 2024.
25	8.2.4	34	The question asks providers to "Attach	Please include in the ultimate PDF, even if the attachment is extensive.