

I. Overview

1.1 *Submission Deadline and Requirements*

The purpose of this RFP is to identify Proposer(s) for the purposes of supporting the Idaho Home Learning Academy (IHLA) virtual school. In the RFP process, there may be up to three (3) Proposers selected due to specialties and unique qualities of individual programs which give our students greater breadth of choice.

The date and time for receipt of Proposals is:

January 5, 2021 at 12:00 noon

1.1.1 *Proposal Envelope*

An opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
EDUCATIONAL SERVICES, PRODUCTS AND
SUPPORT
Terri Sorensen
195 S 300 E
Malad City, ID 83252
208-534-6080

The envelope must also be addressed and delivered as follows:

ONEIDA SCHOOL DISTRICT #351
Attention: Terri Sorensen
195 S 300 E
Malad City, ID 83252

1.1.2 *Late Proposals*

Each Proposer is responsible for submission of its Proposal. Proposals or Proposal revisions received after the due date will not be accepted or considered. The School District shall not be liable to Proposer for any delivery or postal delays.

1.1.3 *Returned Proposals*

All Proposals received after the Due Date will be returned to the Proposer unopened.

1.1.4 *Signed Original Proposal*

Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's Firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP. The original copy must be clearly indicated.

1.1.5 *Copies of Proposal*

The Proposer shall also submit with the signed original of its Proposal two (2) complete copies of the signed original Proposal.

1.1.6 *Opening of Proposals*

At the specified location, Due Date and time stated above, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

1.1.7 *E-Mail Clarifications*

The School District intends to communicate with Proposers via e-mail (e.g., RFP clarifications and Addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications, include e-mail.

1.1.8 *Additional Requests for Clarification*

Prospective Proposers may request that the School District clarify information contained in this RFP. All such requests or questions regarding this RFP must be received no later than noon, January 5, 2021. Questions must be submitted via email to: terri.sorensen@malad.us or to the attention of Terri Sorensen, 195 S 300 E, Malad City, ID. 83252 in writing. Enter "Educational Services" in the Subject line of the email. **No response will be made to oral questions.** All questions and answers will be posted on the School District's website. It is the Proposer's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all information, including, but not limited to all addenda to this RFP.

1.1.9 *Restrictions on Communication*

From the issue date of the RFP until a Contractor is selected and selection announced, a Proposer shall not communicate about the subject of the RFP or a Proposer's Proposal with the School District, its Board of Trustees, or any individual member, administrator, faculty, staff, student, or employee, except for Requests For Clarification in accordance with Paragraph 1.1.8 above.

1.1.10 *RFP/Proposal Information Controlling*

The School District intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in this RFP, an Addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal. It is the policy of the School District to not release Request for Proposals in a changeable format (i.e. Word or Excel files). Accordingly, neither this RFP nor subsequent addenda, if any, nor any Responses to Clarifications will be released in other than hard copy or .pdf format.

1.1.11 Finality of Decision

Any decision made by the School District, including the Contractor selection, shall be final.

1.1.12 Reservation of Rights

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposers concerning their Proposals. The School District may select one or more Firms to perform the Custodial Services on behalf of the School District.

1.1.13 Release of Claims

Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.

1.1.14 Proposer Bears Proposal Costs

A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

1.1.15 Irrevocability of Proposals

A Proposer may withdraw its Proposal, if so desired, any time before the Due Date. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred eighty (180) calendar days following the Due Date.

1.1.16 Collusive Bidding

The Proposer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.2 Objective of RFP

The objective of this RFP is to offer experienced professional firms the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the School District. The Proposal will detail the Proposer's experience and expertise in assisting school districts in recruiting and providing online educational products, services and support to home schooled students.

This RFP specifically requests that all Proposers present their qualifications and experiences in providing the required services, products and support.

The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole and absolute discretion. In the RFP process, there may be up to three (3) Proposers selected due to specialties and unique qualities of individual programs which give our students greater breadth of choice.

1.3 Purpose

The purpose of this RFP is to establish a contractual relationship with an experienced and qualified Firm to provide the identified educational services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the same quality of service currently being provided, safety and reliability. The School District may select one or more experienced and qualified Firms to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to recruit, provide curriculum, educational services, parental and student support and adhere to all mandated School District policies, as well as, State of Idaho and Federal rules, regulations and statutes, within the scope of this RFP. Past experience will also be judged by the references of each Proposer.

1.4 Term of Contract

It is the intent of the School District to award a contract expected to begin on July 1, 2021 for a period of two (2) years, with an option for the School District to extend the Contract by up to three (3) additional years on a year-to-year basis subject to approval by the Board of Trustees, in its sole and absolute discretion. Nothing requires the School District to agree to extend the Contract beyond the initial two (2) year term and the Contractor shall have no expectation of a contract beyond the initial two (2) year term.

If the Contractor seeks to have the Contract extended beyond the initial term, the Contractor must provide the upcoming fiscal year's fee schedule and any changes to the products, services and support to be provided at least one hundred twenty (120) days before the expiration of the initial two (2) year term.

If conditions warrant, and if mutually agreeable between the School District and the present Contractor, the Contract may be temporarily extended for an additional ninety (90) days in order to provide educational Services until a new contract is awarded.

1.5 Selection Timeline

The School District's anticipated timeline for its selection process is:

Issuance of this RFP	November 18, 2020
Deadline for written Requests For Clarifications	December 9, 2020
Due Date for Submission of Proposals	Noon of January 5, 2021
School Districts consideration of Contract	January 19, 2021
Implementation of Contract	July 1, 2021

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

1.6 *School District Profile*

This RFP contemplates and is intended to procure Educational Services under a Contract setting out the specific areas of services, products and support agreed to be provided per the content of the proposal. The School District is located in, Idaho.

1.7 *Proposal Requirements*

This outlines the information that must be provided by the Proposer and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified. Please refer also to the SUBMISSION DEADLINE AND REQUIREMENTS Section (Section 1.1) of the RFP for additional Proposal requirements.

Proposals must demonstrate an understanding of the scope of products and services to be provided including but not limited to the need to adhere to all privacy and confidentiality requirements associated with school and student records as well as the need to adhere to and follow the determinations and mandates made and set out in any IEP that may exist for each of the students to which services are provided and the ability to the educational services set forth herein and must include information that will enable the School District to determine the Proposer's overall qualifications. Each Proposal shall also include any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP and Contract requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal and those exceptions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposer's Proposal Form provided as part of its Proposal, as well as, the identification of any and all proposed products, services or support which can or will not be provided as part of the proposal.

Each Proposer shall submit its Proposal for a two (2) year term. Each Proposal shall include a transition plan/implementation schedule if appropriate.

1.8 *Proposal Format*

1. Proposer must provide information, which will serve as an introduction of its company/Firm on business letterhead.
2. Proposer must provide background and qualifications of the personnel who will be involved with the School District. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School District liaison would be placed. It is acknowledged that the School District will provide the teachers and educators (see 1.9) and that the School District shall have sole supervisory control over its employees. Proposer shall be required to train and provide all educational services materials to the employees of the School District.
3. Exceptions, including explanations, to the RFP.

4. Describe any past or current contracts with public K-12 school districts in which your Firm has provided educational services similar to those required or requested by this RFP.
5. Proposer shall provide evidence of ability to provide adequate insurance coverage to protect the interests of itself and the School District. Proposer must provide evidence of insurance with the requisite coverages and limits.
6. Proposer shall provide documentation that supports the requirement that it has the necessary safeguards in place to prevent the unauthorized access of any of the District computer systems and any and all records of the District or the students to whom educational services are provided.
7. Proposer must fully describe, and provide evidence and scope of its formalized in-service training and educational programs for Oneida School District teachers and support staff.
8. Proposer shall meet all regulatory laws, codes, licensing and permitting requirements of Local, State, and Federal law that apply to contracting services for Idaho public school districts Proposer must describe any other resources to be provided by its Firm, not listed above.
9. Proposer must submit a letter setting forth its agreement to be bound with the terms and conditions of this RFP and any subsequent Contract.
10. Proposer must complete the Familial Disclosure Affidavit attached hereto as **Appendix A** and submit the same along with its Proposal.
11. Proposer must provide specific information on the system it will utilize in identifying potential students and how such students will be contacted and recruited to participate in the School Districts program.
12. Proposer must provide specific information on the how it will ensure that any and all students recruited have access to a computer system and internet service of sufficient quality to participate in the School District program.

1.9 *Employees*

It must be understood that this RFP provides for the selection of a professional entity or entities to assist the School District in providing educational services to students that are currently not students in the School District and also who are not currently enrolled to classes in any other school district within the State of Idaho. This program is designed and intended to provide educational services to students who are currently home schooled or educated outside of an official public school system. The program is designed to assist parents in making decisions concerning their student's education and provide support and training to both parents and students. The School District will only be fiscally responsible for teachers providing instructional services to students and support personnel hired by Oneida School District to carry out the district's responsibilities as put forth in the contract. All teachers and support personnel hired by Oneida School District will be under contract (in Idaho) exclusively to our district. The Proposer is fiscally accountable for all employees necessary to carry out the Proposer responsibilities as defined in the contract. Oneida School District teachers may be used by the Proposer to carry out their contractual responsibilities, but the Proposer would cover fiscal costs for such activities.

1.10 *Company's Responsibility*

Each experienced and qualified Proposer is requested to submit a Proposal or Proposals within each area of educational service to be provided based on its experience and capabilities. The School District will select the Proposer(s), if any, deemed to serve the best interests of the School District and the students and parents to be served for each area and enter into the negation of a final contract for each. The School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the Proposers.

1.11 Oral Interview

The School District may require selected Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Proposer's Proposal. In that case, the School District will notify the Proposer's contact name as listed in its Proposal. In accordance with the RFP selection timeline, interviews will be scheduled during the week of January 11, 2021.

1.12 Evaluation of Proposals

Each Proposer submitting a Proposal or multiple Proposals should understand that the nature of the School District's educational services program being bid mandates that the products, services and support to be provided must comply with FAPE and also the recruiting and implementation of the program and the services and products to be provided must not take into account any disability of any kind or nature applicable to any student and that the determination of the District IEP team relating to the services to be provided for any student eligible for special services shall control and the Proposer shall be required to provide all such services, products and support. Each Proposer must document its expertise, experience, and approach based on its grasp of School District's requirements. The Proposal must be complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

Management Capability as shown by detailed evidence of Proposer's expertise, experiences, and references.

Business Stability checked through various sources as well as the Proposal.

Human Resources Management as determined by references, and by checking other sources.

Cost as indicated in the Proposal and through the negotiation process.

Curriculum which relates to each of the areas or tracks of the educational program.

Completeness and thoroughness of providing the requirements for each area or track.

1.13 Educational Services, Special Education, and 504

The School District has determined that it is in the best interest of the Students and Parents participating in the School Districts Educational Services program that they have choice and a certain amount of self-direction concerning the services provided and the support needed and requested. To provide for greater parent choice, Oneida School District may select up to three educational service providers in this RFP. The School District will provide teachers for educational services including special education and 504 services. The Proposer will not be receiving any service funding for IEP and 504 students. Oneida School District covers all special education and 504 expenses. In the event special education and 504 costs exceed Idaho state allocations for special education and 504 funding, the district will withhold those overage expenses from the Proposer's contracted amount.

1.14 ***Proposer Compliance Expectations***

- Provide core and elective curriculum which are aligned to Idaho State Core Standards for grades K – 8.
- Have prior experience with providing online educational service in Idaho
- Adhere to all the district policies
- Adhere and support the IHLA parent/student handbook.
- Be current on all the licensing obligations to serve in the State of Idaho as a virtual vendor.
- Be compliant with Idaho Educational law and State Board of Education Policies.
- A tracking system which will allow curriculum to be identified, assessments of learning recorded, student grade report, and teacher parent communication tracked.
- Confidentiality of Records will be maintained in accordance with the law.
- Register students and provide to the district all required information by identified deadlines.
- Arrange for and cover costs of all required state testing support including location, internet access, support staff, parent assistance and assurance that all enrolled students are tested.
- Parent assistance and trouble shooting.
- Agree to the following:
 - The Proposer will not be receiving any service funding for IEP and 504 students. Oneida School District covers all special education and 504 expenses. In the event special education and 504 costs exceed Idaho state allocations for special education and 504 funding, the district will withhold those overage expenses from the Proposer’s contracted amount.
 - Oneida School District teachers may be used by the Proposer to carry out their contractual responsibilities, but the Proposer would cover fiscal costs for such activities.
 - All teachers and support personnel hired by Oneida School District will be under contract (in Idaho) exclusively to our district.
 - Proposer(s) agree to work exclusively with Oneida School District and no other Idaho school district unless Oneida School District agrees to waive exclusivity.
- Student recruitment: Ensure that all recruiting is from students who are schooled at home.
- Have prior experience in providing online education with public school systems.
- Provide learning support materials.
- System to collect and store authentic and formative assessment to demonstrate learning progress and /or mastery
- Will not use public dollars to fund religious based curriculum
- Defined process for parents to access education support funds for curriculum, enrichment and support materials.

1.15 ***Proposer Program Services***

The Proposer(s) are responsible to provide customized educational experiences that meet individual learner needs. These unique characteristics of each Proposer will provide greater parent choice and enriched learning experiences for students.

II. GENERAL PROVISIONS

2.1 *Contract Duration and Characteristics*

2.1.1 *RFP*

This is a Request for Proposal only. Proposals will be treated as offers to enter into the Contract with the School District. The award(s) by the School District is subject to the execution of a formal written Contract for each track to the satisfaction of the School District, which Contract shall incorporate this RFP and the successful Proposer's Proposal. The final Contract shall be subject to the review by the School District's legal counsel and approved by the Board of Trustees. Notwithstanding the above, the School District shall have the right to make all final determinations regarding the final form of Contract.

2.1.2 *Renewal Provisions*

The School District intends to award a Contract to the successful Contractor(s) as a result of this RFP for a term of two (2) years with the School District having the option to renew the Contract, on a yearly basis, for up to three (3) additional years, upon the successful annual review of Contractor's performance at the sole and absolute option of the Board of Trustees.

2.2 *District-Contractor Communications*

The Contractor shall designate a liaison to be available to communicate with the School District at all times.

2.3 *Definitions of this RFP and Subsequent Contract*

"Contract"	"Contract" means the negotiated contract resulting from the School District's acceptance of the Contractor's Proposal, to the satisfaction of the School district, which incorporates this RFP and the Contractor's Proposal.
"Contractor"	"Contractor" shall mean the Educational Services Firm(s) awarded a Contract to provide Educational Services for the School District in accordance with this RFP and the successful Proposer's Proposal.
"Initial Term"	Length of contract from July 1, 2021 until June 30, 2023
"Proposal"	"Proposal" means a response to the RFP submitted by a Proposer.
"Proposer"	"Proposer" means any Educational Services Firm submitting a Proposal to the School District by the specified due date in accordance with this RFP.
"Renewal Term"	Each one year term subsequent to initial term for up to three years.

2.4 *General Conditions*

2.4.1 *Federal, State and Local Law Compliance, and School District Policies*

The Contractor shall comply with any and all laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the Educational Services anticipated in this RFP. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in recruiting activities and confidentiality. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor by providing its Proposal to the School District represents and warrants that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to providing the Educational Services anticipated in this RFP. The Contractor shall in the performance of such Educational Services pursuant to this RFP, its Proposal and the Contract, fully comply with any and all applicable federal, state, or local laws, rules and regulations, and shall indemnify, defend and hold the School District harmless from any liability from its failure to so comply.

2.4.2 *Governing Law*

The Contract shall be governed by and construed in accordance with the laws of the State of Idaho. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Bonneville County, Idaho.

2.4.3 *Insurance Requirements*

The Contractor shall maintain all necessary insurance in force at all times during the term of the Contract, with an "A" rated Best insurance carrier acceptable to the School District that provides a minimum of \$1,000,000 per occurrence of coverage that includes but is not limited to coverage to protect against claims of discrimination, omissions, and computer theft and hacking. The School District shall be named as additional insured. for the minimum limits.

2.4.4 *Indemnification*

Contractor shall indemnify, defend and hold harmless the School District, its Board of Trustees and its Board Members in their official and individual capacities, its administrators, employees and agents, from and against all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, damages, and actual attorney fees and actual expert witness fees arising out of or in connection with Contractor's performance of Educational Services pursuant to the Contract and/or from Contractor's violation of any of the terms of the Contract.

2.4.5 *Contract Assignment or Sub-Contract*

The Contract shall not be assigned, transferred, or sublet, in whole or in part, by the Contractor without the prior written consent of the School District.

2.4.6 *Independent Contractor*

It is expressly agreed between Contractor and the School District that Contractor will act as an independent contractor in the performance of its duties under the Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's activities in accordance with the Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. The Contract shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

2.4.7 *Relationship between Parties*

Contractor is retained and engaged by the School District only for the purposes and to the extent set forth herein. Contractor shall not be considered an employee of the School District, nor is Contractor entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. Nothing in the Contract shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with its independent and professional judgment.

2.4.8 *Force Majeure*

In the event Contractor is unable to provide the Educational Services herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, the School District shall excuse the Contractor from performance under this Contract.

2.5 ***Nondiscrimination in Employment***

The Contractor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.

2.6 ***Termination***

2.6.1 *Termination for Cause*

In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in the Contract, all requirements contained in the RFP and the Contractor's Proposal, whether it be performed by the Contractor, its agents or employee, the School District shall have the right to give written notice to Contractor of such failure. If such failure is not cured to the School District's satisfaction within ten (10) business days from the time of receipt of such notice the School District shall have the right to terminate immediately without the requirement of a further written notice. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

2.6.2 *Termination for Convenience*

Notwithstanding Section 2.6.1, the Contract may be terminated by the School District without cause upon three (3) months advance written notice to Contractor. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

Appendix A

Familial Disclosure Affidavit

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or Proposer and any member of the Board of Education of the District and/or the Superintendent of the District.

The undersigned, owner or authorized officer of _____ (the Proposer), pursuant to the familial disclosure requirement provided in the Oneida School District request for proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the Proposer or any employee of the Proposer, and any member of the Oneida School District Board of Education and/or the Superintendent.

The following are the Proposer’s familial relationship(s) with the Oneida School District Board of Education and/or the Superintendent:

Relationship

1. _____

2. _____

(Attach additional pages if necessary to disclose all familial relationships.)

There is no familial relationship that exists between the proposer and/or any employee of the proposer and any member of the Oneida School District Board of Education and/or the Superintendent.

Proposer: _____
(Company Name)

By: _____
(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for _____

County, _____ on this ___ day of _____, 20__.

SS: (Notary Public Signature)

My Commission expires: _____ Acting in the County of: _____