

RFP 19-09 Software Solutions & Services

Q. Page 4, RFP I - Please define Educational Software.

A. Software that is used strictly for student support in the classroom.

Q. Page 11, RFP IV.2.a.ii - We do not have an electronic catalog as our pricing is provided based on district size. Is providing an electronic catalog mandatory?

A. A link to your offering is acceptable, however pricing must be submitted electronically.

Q. Appendix C, Document #3 - Texas law no longer requires the 1295 form to be notarized. The form requires an Unsworn Declaration at the bottom and does not have space for a notary. Will Region 4 still require it to be notarized? If so, where on the form should it be notarized?

A. Yes, Region 4 requires that the form is notarized and may be done so at the bottom of the page or use an additional page if necessary.

Q. Appendix D, Exhibit A, 3.3.C. - Will we be required to transition any of our existing Public Agency customers to this Master Agreement? If so, what are the criteria for accounts that are required to be transitioned?

A. Offerors are not required to transition existing customers. If decided to do so, OMNIA Partners will provide the resources to assist in the process.

Q. Do we need to sign and return Appendix D, Exhibits B, E, and/or H in our proposal response? If so, in which tab should we include them in our proposal?

A. Include in Tab 3 (refer to Binder Tabs, page 6 in the RFP)

- Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE
This is the agreement between OMNIA Partners and the awarded Supplier. These are standard terms & conditions. Exceptions must be included in response and may be redlined for consideration.
- Exhibit E – CONTRACT SALES REPORTING TEMPLATE
Do not respond, for information only
- Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT
Do not respond, for information only

Q. Regarding Scope of Products and Services. Please provide details on what you define as Educational Software? Specifically, does it include or exclude standalone or suite software for contract management, RFX creation, sourcing, procurement, vendor management, CPQ, Source-to-Settle, Procure-to-Pay, Strategic Sourcing, etc.?

A. Offerors should include their entire product line. Educational Software is defined as software that is used strictly for student support in the classroom and as indicated in the RFP document, is excluded from this solicitation.

Q. Regarding Appendix B Terms & Conditions Acceptance Form. Offeror's can only note exceptions to the RFP and draft Contract in this form. Can Offeror's note exceptions to any terms and conditions within any of the Omnia Partners Exhibits (A through H)?

A. Exhibit A & B only

Q. Regarding the statement "Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request.", in the case of software as a service, does a demo account license suffice to fulfil this requirement and how many "samples" or "demo accounts" is the Offeror expected to provide.

A. A demo will constitute as a sample and the evaluation committee reserves the right to determine the number of demos to determine functionally.

Q. What is the impetus for the RFP?

A. Please refer to Scope of Work in RFP, page 2.

Q. Is the Region 4 is signing up all districts at once, or is it up to each District's discretion whether they sign up or not?

A. Any Public Agency may use the awarded contract at their discretion.

Q. Section III, #7 (Additional Agreements) In this section, it states that "if an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal." Does this imply that an Offeror can include a Manufacturer's standard terms and conditions (e.g. EULA, etc.) as part of this section? Correct. And will orders placed against the resultant Master Agreement be subject to these Manufacturer standard terms and conditions?

A. Offerors should indicate that certain licensed software products are subject to additional standard terms and conditions between the public agency and the manufacturer not included in the MA.

Q. Section III, #5 (Proposal Format) Can you please confirm that an Offeror only has to provide the proposed catalog pricelist in an electronic format, and does not have to provide a printed copy?

A. Correct

Q. Section III, #6 (Binder Tabs) Can you please confirm that in response to Tab 3 (Performance Capability), Offerors should only be providing a response to Section 3.0 of Appendix D, Exhibit A? Can you clarify if the Offeror must include a copy of all Exhibits of Appendix D as part of its response package under Tab 3?

A. All OMNIA Partners documents requiring a response must be included in the section

Q. Section IV(2)(b)(xiii) (Evaluation Process and Criteria) Can you please provide clarity of what is required for this section when asking for a "website link"? Are you asking the Offeror to provide its corporate website link? Or are you asking the Offeror to create a webpage for this contract?

A. Website link that customers can access product and pricing information.

Q. Section IV (Evaluation Process and Criteria) Can you please confirm on whether an Offeror must provide a Letter of Authorization (LOA) as part of its response from each Manufacturer being proposed?

A. Not required but must be able to provide upon request and must be in force when response is submitted

Q. Appendix D, Exhibit A, Section 3.3 (Marketing and Sales) Can you please provide average costs for vendors to attend the various events/conferences that OMNIA Partners is seeking an Offeror to commit to as part of its response? What has been the average cost for a vendor to exhibit at such event?

A. Cost varies depending on event. OMNIA Partners will discuss upon award

Q. Can OMNIA Partners provide a list of Public Agencies who are currently registered to be able to purchase against a Master Agreement?

A. Will be provided upon award

Q. Appendix A, Section 10 (Adding Authorized Distributors/Dealers) What is the anticipated timeline for Offeror's authorized partners being approved post-award? What does that request process entail?

A. Approximately 30 days after receipt of official request and support documentation

Q. Please confirm whether US Federal Government agencies are excluded from participation under this agreement.

A. Eligible agencies are state and local government, higher education, K-12 education and non-profits.

Q. Section III, #22 (Samples) Please confirm whether this section is intended to apply to software and hardware.

A. Software only

Q. Section IV, #2.a (Not to Exceed Pricing) This section states, "Contractor must allow for lower pricing to be available for similar product and service purchases." Please confirm whether these similar products and services are those made by the same manufacturer.

A. Applies to any product/service proposed

Q. Appendix A, Section 20 (New Products/Services) This section states, "New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products." Please confirm whether this should be equivalent pricing for similar products made by the same manufacturer.

A. Correct, if same manufacturer

Q. Exhibit A, Section 2.2 (Pricing Commitment) How would the net to buyer price be calculated? Is it at the contract level or order level?

A. Contract Level

Q. Exhibit A, Section 3.3 This section provides options available when responding to a solicitation for products covered under the master agreement, which includes: "Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize the Master Agreement (Contract Sales are not reported to Omnia Partners)." If the Public Agency isn't buying off

of Master Agreement, could we still offer equal, rather than higher, pricing, as long as we don't offer LOWER pricing than offered under the Master Agreement?

A. Correct