

1. Will ESC 4 & OMNIA Partners consider extending the submittal deadline? The short turnaround time between the question submission deadline (Dec 2) and the proposal submittal deadline (Dec 11) does not allow bidders adequate time to account for information made available when Q&A is posted.
 - a. **The deadline will not be extended.**
2. **Appendix C, Doc #6 – Questionnaire, P.24** Please confirm it is acceptable for proof of subcontractor certification to be provided upon request. As a large furniture Manufacturer, we have thousands of subcontractors that hold certifications nationwide.
 - a. **It is acceptable to provide subcontractor certifications upon request.**
3. My company has an existing Vizient contract. As a channel partner, does/can this impact the proposal process with OMNIA Partners? Is there a way to streamline the process by extending like terms from Vizient to Region 4 and OMNIA Partners?
 - a. **Having a current Vizient contract does not impact the proposal process with Region 4. As this contract will be with Region 4, the Vizient terms will not apply.**
4. Page 7 of the Solicitation. Verbiage is a bit confusing. In addition to 2 bound copies and 2 flash drives, are you saying that we need to submit 2 extra electronic proposals? If so, how are they different from 2 flash drives requested earlier? If not, are you saying that the two flash drives need to be free of propriety information? Or something else?
 - a. **All proposal submitted must contain**
 - i. **Two (2) original copies that are bound and signed**
 - ii. **Two (2) electronic copies on flash drives with proprietary information. Please include one electronic copy on each flash drive for a total of two flash drives.**
 - iii. **Two (2) electronic copies on flash drives without proprietary information. Please include one electronic, proprietary free, copy on each flash drive for a total of two flash drives.**
5. Page 13 of the Solicitation. Performance Capability. Point ii. We are being asked to sign Appendix D, Exhibit B. However, Appendix D, Exhibit B has the word “Example” in the title. Do you want us to sign an “example”?
 - a. **No. Appendix D, Exhibit B, is an example of the administration agreement which will have to be signed prior to contract award. Please review this agreement with your legal department and provide any exceptions or redlines with your response.**
6. Appendix D, Exhibit C has the word “Example” in the title. Do you want us to sign an “example”?
 - a. **No. Exhibit C, The Master Intergovernmental Cooperative Purchasing Agreement is provided as an example and is referenced in Exhibit B. This document is for reference only.**
7. Appendix D, Exhibit D has the word “Example” in the title. Do you want us to sign an “example”?
 - a. **No. Exhibit D, the Principal Procurement Agency Certificate is provided as an example and is referenced in Exhibit B. This document is for reference only.**

8. Page 4 of Appendix A. Point 14). Our product is built to order, and we do not carry inventory of finished products. As such, each product line is subject to a lead time, which ranges anywhere from 3 to 11 weeks depending on the product. Will this contract consider including such business models?
 - a. **Please provide exceptions to Appendix A, item 14, Delivery with your response on Appendix B.**

9. Page 5 of Appendix A. Point 20). Do you need Offerors to inform of product additions or discontinuations in writing? When and how?
 - a. **All product additions will be submitted, along with a price file, to Region 4 for approval prior to be added to the contract. All contract updates will be submitted in writing in the specified format as determined by Region 4.**

10. Page 16 of Appendix D, Exhibit A. Our business is set up such that we sell through an office furniture dealer network, and do not sell directly to the end-user. Will it be accepted that Participating Public Agencies conduct all transactions, purchase orders, invoices, payments etc. with the dealers, and not the Offeror directly?
 - a. **Yes. Please provide a list of authorized dealers with your response. However, the manufacturer is still responsible for remitting the contract sales report and payment to OMNIA Partners.**

11. Page 20 Appendix D, Exhibit A, paragraph 2.3. Will an awarded offeror be provided a list of email addresses of the existing Participating Public Agencies and prospective Public Agencies in order to “aggressively market” the contract to them?
 - a. **After award, all suppliers will work with OMNIA Partners to determine a marketing strategy and will receive a comprehensive list of all OMNIA Partners members.**

12. 5. Proposal Format - It states that (2) electronic copies on flash drives shall be provided and must also submit (2) electronic proposals free of propriety information. If we do not have any propriety information do we just send (2) electronic copies or do we still need to send (4) electronic copies all together?
 - a. **If you do not have any proprietary information, please only submit two (2) original hard copies and two (2) electronic proposals.**

13. Please provide clarity on how our pricing offer is to be submitted? On RFP page 12, section 2.A #3 it states to provide pricing for services based on a range of maximum price per hour and minimum price per hour. This indicates to us that offerors are required to separate labor from product net price. However, the solicitation also states to provide a discount off of list price. Can we provide a discount off list that includes labor/service costs, or is it required to separate out labor?
 - a. **Suppliers may provide pricing inclusive of labor and service so long as the price proposal clearly indicates how labor/services are priced.**

14. Exhibit B, Exhibit C, and Exhibit D are all noted as being examples. Can you confirm that these documents are not needed to be submitted with the proposal?
 - a. **Exhibit B, C, and D are not required to be submitted with the proposal.**

15. If awarded, under what name will/should this contract be marketed to eligible customers? Region 4 ESC, OMNIA Partners, US Communities, National IPA, etc.
 - a. **If awarded, this contract will be Region 4's contract. It will be available under the OMNIA Partners, Public Sector Cooperative portfolio and can be accessed by OMNIA Partners, Public Sector, National IPA and US Communities members.**

16. The RFP document lists *Auditorium/Theater Fixed Seating* as a category described in the *Scope of Goods and Services* section that starts on RFP Page 3. In Paragraph 1 of Page 2, Item I, Scope of work indicates; ".....each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.". Are telescopic seating products (gym bleachers and telescopic chair platforms) and fixed lecture room products in line with the intent of the statement included Paragraph 1 of Page 2?
 - a. **Please include all options which you would offer under the category.**

17. Due to the highly variable nature of Auditorium/Theater Fixed Seating projects it is very difficult to estimate the potential range of freight costs and on-site labor/installation conditions that will be encountered during the life of the contract. While we can provide "not to exceed" freight and installation pricing, it is most always advantageous for the customer to have Irwin Seating Company, or our authorized field partners, quote freight and installation cost on a project by project basis. Can we provide RFP bid pricing that is submitted at a "fixed product discount from list price" – FOB Factory – with a not to exceed freight and installation cost?
 - a. **Yes, fixed product discount from list price with a not to exceed on freight and installation per project will be acceptable.**

18. Can a manufacturer and dealer both be awarded the same product line?
 - a. **Yes, a manufacturer and dealer can both be awarded the same product line.**

19. If a manufacturer is awarded a contract, can their authorized dealers accept PO's and invoice public agencies directly?
 - a. **Yes, a manufacturer's authorized dealers can accept PO's and invoice PO's and invoice public agencies directly. However, the manufacturer is responsible for remitting sales reports and administrative fee payments to OMNIA Partners.**

20. Will we need to return the following form with our response, Exhibit F Federal Funds Certification
 - a. **Yes, Exhibit F, Federal Funds Certification needs to be submitted with your response.**

21. On page number 12, Section 2 Products/Services/Pricing, subsection a) iii, can we use a percentage instead of per hour rates for applicable services?
 - a. **No, please submit pricing on a per hour basis with a minimum and not to exceed maximum for applicable services or pricing for goods which is inclusive of labor and service charges as long as the price proposal clearly indicates how labor/services are priced.**

22. If manufacturers submit their own response to the RFP with a list of authorized dealers, will the authorized dealers be allowed to manage the individual orders?

- a. **Yes, authorized dealers will be allowed to manage individual orders. However, the manufacturer is responsible for remitting sales reports and administrative fee payments to OMNIA Partners.**
- 23. Will OMNIA be providing the Monthly Sales/Admin Fee report (Exhibit E) template in Excel Format to awarded suppliers?
 - a. **Yes, after award OMNIA Partners will provide Exhibit E in Excel format.**
- 24. Our finance department confirmed we do not purchase or keep record of our Dunn & Bradstreet reporting – any/all 3rd parties must purchase it directly if needed. Will this hinder our response evaluation? Please advise.
 - a. **If suppliers are unable to provide this, they must indicate so in their response.**
- 25. The finance department also asked for clarification of FEIN report request? Please advise.
 - a. **If suppliers are unable to provide this, they must indicate so in their response.**
- 26. The previous RFP included an Appendix I Evaluation Questionnaire/Self Checklist. Is there something similar for this RFP?
 - a. **No, there is not an evaluation Questionnaire/Self Checklist.**
- 27. Appendix C, Doc #5 Do you consider the scope of this bid to require the Bid Guarantee in the form of a 5% bond? I don't believe this RFP includes construction/reconstruction/renovation or services related to such but want to confirm.
 - a. **No, at bid bond is not required.**
- 28. Please revisit the 7 day ARO shipment lead time specified in Contract Page 4, Item #14. The lead time for furniture offerings needs to be extended to 3-4 weeks. While we have a wide selection of 1-Day and 5-Day Quick Ship product offerings the majority of our products are Made to Order. A 7 day shipment window will result in consistently delayed shipments/deliveries and increased order administration to obtain authorization for each and every prospective delayed shipment. Can this requirement be revised to a more realistic timeframe for furniture manufacturers?
 - a. **Please provide an exception to this term on Appendix B with your response.**
- 29. Appendix A Draft Contract item 14, Delivery Is 7 days after receipt of order for delivery correct? Most manufacturer lead times are 30-45 days. Please verify the number of days required for delivery.
 - a. **Please provide an exception to this term on Appendix B with your response.**
- 30. Appendix A Draft Contract item 32, Certificate of Insurance - Is the COI due with the proposal submission or after the award?
 - a. **A certificate of insurance will be required after award and may be required by each participating agency prior to work being performed on site.**
- 31. Appendix C, DOC #3. To complete the Form 1295 online application, I need to know is Region 4 ESC the agency/entity name to be referenced? If so, are you considered a state agency or a other governmental agency? What is the contract ID number? Interested parties would be the partners/owners of supplier?

- a. **Region 4 ESC is the agency to be referenced. Region 4 ESC is a state agency as referenced on page 2 of the RFP. The contract number is the RFP #. Please refer to the instructional video on “How to create a certificate located at <https://www.ethics.state.tx.us/filinginfo/1295/> or contact the Texas Ethics Commission for help completing Form 1295.**
32. Appendix D 3.1 E Submit FEIN and Dunn & Brad Street Report. We can provide our FEIN and Dunn & Bradstreet numbers but we don't subscribe to Dunn & Bradstreet so we don't have a report to submit. Can we still be awarded a National Cooperative Contract if we don't submit a report?
 - a. **If suppliers are unable to provide this, they must indicate so in their response.**
33. Is it necessary for contractors to submit a modification request to obtain approval for price adjustments for any/all items offered through the contract, or can contract terms/discounts simply be applied to current commercial pricing without modifying the contract to account for commercial price adjustments?
 - a. **Region 4 requires that all modifications for price adjustments, additions of dealers, and/or new categories go through an approval process.**
34. If a contractor quotes the product and labor services separately, would the administrative fee be based on the product only or on both the product and labor services amount?
 - a. **Administrative fees will be based on both products and labor service amounts.**
35. Is there a market basket of items that needs to be submitted with this bid?
 - a. **No, there is no market basket of items that needs to be submitted with this proposal.**
36. While on the call it was said that the questions listed under the Evaluation Process and Criteria section on pages 12 - 14 do not need to be directly responded to within our response, yet there are questions that are nowhere else in the RFP. Should we respond, and if so, under which Tab should our responses be placed?
 - a. **If responses are needed or requested, please provide answer under Tab 3 – Performance Capability.**
37. In Exhibit A. Section 3.3, if we submit a contract sales guarantee, and do not meet the guaranteed number, are we still accountable to pay the administrative fee?
 - a. **Yes, if a supplier submits a contract sales guarantee and does not meet the sales number guaranteed, the supplier would be responsible for administrative fees based on the guaranteed amount. If a supplier exceeds the contract sales guarantee amount, they would be responsible for administrative fees on their total sales.**
38. Is installation considered one of the services to be priced or would the installation charges be discussed in iv. #3 Deliver and Install?
 - a. **Yes, installation is considered one of the services to be priced. Please describe how installation rates will be determined.**
39. Is this cooperative purchasing agreement redundant with Vizient?
 - a. **No, this agreement is not a Vizient cooperative agreement.**

40. Is this cooperative purchasing agreement redundant with, or in competition with BuyBoard?
- a. **BuyBoard is not affiliated with Region 4 ESC or OMNIA Partners.**
41. Please confirm the order in which you would like the documents added for Tab 3. Should the OMNIA Partners documents be placed before or after the questions posed in Performance Capability section
- a. **Please provide the OMNIA Partner's documents after the questions posed in Performance Capabilities.**
42. In lieu of providing a net price to Region 4 ESC, we will provide a matrix outlining the discount by product name and category in addition to our standard commercial PDF price list. We have thousands of base models and when we add the various fabric grades, options, etc. the base models plus options result in millions of lines, making it impossible to show net pricing for every product option.
- a. **This is acceptable.**
43. Pg. 13 Not to Exceed Pricing - Please confirm by 'original pricing submitted' in this section, you are referring to the discount off list price.
- a. **Correct, 'original pricing submitted' refers to the discount off list price.**
44. Pg. 13 Performance Capability - Please confirm the definition of "fill rate".
- a. **Fill Rate – the percentage of customer's demand that is met without backorder or lost sales.**
- 45. P.2 | Section 11. Termination of Contract | a. Cancellation for Non-Performance or Contractor Deficiency** - Please confirm the contractor will have a reasonable time to cure prior to any cancellation or termination by Region 4 ESC.
- a. **Yes, Region 4 will allow for a reasonable cure time prior to cancellation or termination.**
- 46. P.3 | Section 11. Termination of Contract | c. Delivery/Service Failures** - Please confirm that in the event any products are purchased on the open market, these products are comparable in function, design, and cost.
- a. **In the event that Region 4 would have to purchase an item on the Open Market, products purchased will be comparable in function, design and cost.**
- 47. P.4 | Section 11. Termination of Contract | e. Standard Cancellation** - Because we are a custom made-to-order manufacturer, please confirm within the Standard Cancellation clause, manufacturers will be paid for work in progress.
- a. **Yes, manufacturers will be paid for work in progress.**
- 48. P.4-5 | Section 18. Audit Rights** - Please confirm audit rights are upon 30 days prior written notice and during regular business hours at the manufacturer's place of business.
- a. **Region 4 can perform audits at any time given reasonable notice. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.**

- 49. P.5 | Section 20. New Products/Services** - If a new product is added equivalent to the percentage discount for other products and meeting or exceeding the specifications and performance requirements, does Region 4 ESC still need to approve the product or can the Contractor update the contract automatically?
- a. Region 4 must approve all category additions, dealer updates, and pricing update.**
- 50. P.5 | Section 20. New Products/Services** - In order to meet the unique needs of an end user, we have the ability to customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our catalog or our list pricer. Please clarify if we can offer this 'specials' program upon contract award.
- a. Yes, Special Order items can still be offered under this program upon award. However, the discount structure for that item will still apply unless indicated differently in the supplier's response.**
- 51. P.6 | Section 30. Indemnity** - Please confirm that indemnity is limited to the contractor's negligence or willful misconduct.
- a. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract**
- 52. P.24 | Section 3.3 Marketing & Sales | J. Public Agency Sales** - As a National Supplier, we do business with thousands of public sector clients annually. Can you please clarify what specific information you desire in response to this question?
- a. Please provide the information requested in Section J – Previous fiscal year sales to public agency clients, a list of the top 10 public agency customers along with the total purchases by each agency along with a key contact at each agency.**
- 53. P.24 | Section 3.3 Marketing & Sales | M. Guaranteed Contract Sales** - Please advise if we are required to commit to a "Guaranteed Contract Sales" volume for years 1-3. Will this be part of the evaluation criteria for award?
- a. No, you are not required to commit to Guaranteed Contract Sales.**
- 54. P.28 | Section 14. Administrative Fee, Reporting & Payment** - We would kindly ask you to reconsider the deadline for payment within 10 business days of the appropriate month end. With the report itself being due by the 10th day, please consider extending the receipt of payment on this report until the 30th day.
- a. Please provide exceptions to Exhibit B – Administration Agreement with your response and along with Appendix B.**