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NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-07

Request for Proposal (“RFP”)
by Region 4 Education Service Center (“ESC”)
for Human Capital Management Systems and Managed Business Solutions

This Addendum No. 1 amends the Request for Proposals (RFP) for Human Capital Management Systems and Managed Business Solutions 20-07 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Human Capital Management Systems and Managed Business Solutions. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE PROPOSAL FORMAT

1. Page 7, section 5 Proposal Format
Remove the entire section and replace with the following:
 5. **Proposal Format**: Proposals must contain two (2) electronic copies on USB flash drives. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

Original hard copies, faxed or electronically transmitted responses will not be accepted.

Folders should be used to separate the proposal into sections. The following items identified must be included below the folders listed below. Each section should contain both the section of the RFP referenced and the Offeror’s response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

2. Page 7, section 6 Binder Tabs

Remove the entire section and replace with the following:

6. Folders:

Folder 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Folder 2 – Products/Pricing

Folder 3 – Performance Capability

- a. OMNIA Partners documents

Folder 4 – Qualification and Experience

- a. References

Folder 5 – Value Add

Folder 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

QUESTIONS AND ANSWERS

- 1 Question: Is this a re-compete or a new opportunity?

Answer: This Human Capital Management Systems and Managed Business Solutions 20-07 RFP is a resolicitation of the current Region 4 Managed Business/Operational Services and Solutions RFP.

- 2 Question: What is the budget for this contracts?

Answer: As noted on page 3 of the RFP: While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Human Capital Management Systems and Managed Business Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$20 million.

- 3 Question: Is this proposal to provide products/services to ESC 4 as a single organization or to be used also by all the member districts of ESC4?

Answer: The RFP is intended to provide products/services to Region 4 ESC, and other public agencies throughout the US that choose to piggyback off the resulting contract.

- 4 Question: Will multiple vendors be selected or is this award to a single vendor?
- Answer: One or more suppliers may be selected and awarded as a result of this RFP.
- 5 Question: Does this RFP include firms who provide selection and implementation advisory services for these types of software products?
- Answer: The intent is to receive proposals from suppliers/vendors that can provide as many of the services/products described in the RFP.
- 6 Question: Page 32, item 2.1 states "Supplier commits the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies." What must the vendor do to meet this requirement?
- Answer: Awarded Supplier(s) will demonstrate that they are marketing and promoting the resulting Master Agreement as their primary strategy.
- 7 Question: Page 32, item 2.1 "Supplier commits the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement." Does this mean the supplier must proactively notify all existing customers that the supplier has signed the Omnia Master Agreement?
- Answer: Awarded Supplier(s) are provided a microsite on the OMNIA Partners Public Sector. It is expected that Suppliers awarded a national contract would notify their existing customers of the availability of the contract.
- 8 Question: Page 32, item 2.2 states the supplier further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Does this apply to only other cooperatives the supplier is an approved vendor or any cooperative the participating public agency is part of?
- Answer: It is expected that awarded Supplier would offer their lowest pricing through this contract. If Supplier has existing cooperative contracts, it is expected that the pricing in this contract would be equal or lower.
- 9 Question: Page 36, C states to Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Why is providing a list of current cooperative contracts required?
- Answer: A list of current cooperative contracts is requested to allow OMNIA Partners to be more familiar with an awarded Supplier's familiarity in working with cooperative contracts.
- 10 Question: Page 37, J states to Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. Why is the disclosure of this information required?
- Answer: See response to question 9.
- 11 Question: Can Omnia provide a list of all K-12 schools and districts that are Omnia Partner members?

Answer: This is not provided during the RFP process, but could be provided , upon request, to awarded Supplier.

- 12 Question: The proposal indicates the estimated annual volume of Human Capital Management Systems and Managed Business Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$20 million. Can Omnia provide a breakdown per product type and entity (such as K-12) for sales made through Omnia for 2018 and for 2019?

Answer: OMNIA Partners does not have a specific break down by product type and entity. We can only provide the overall estimation.

- 13 Question: Is preference given to direct suppliers of product and support?

Answer: The intent of the RFP is to receive turn-key solutions and services which may or may not include subcontractors or vendors.

- 14 Question: Page 12, section A states Cost plus pricing as a primary pricing structure is not acceptable. Please clarify what is meant by this statement.

Answer: Offerors should submit their pricing structure not their cost plus markup percentage, if any.

- 15 Question: Exhibit C seems to have a line across all the pages. Does this mean suppliers are not to consider or responds to Exhibit C? Please clarify.

Answer: The line is a relic and should be ignored. Suppliers should review this example only.

- 16 Question: Page 33, section 3.1 item D, states suppliers must provide annual sales for the three previous fiscal years and Submit FEIN and Dunn & Bradstreet Report. Will ESC 4 sign a non-disclosure agreement prior to the supplier providing this information?

Answer: Region 4 ESC will not sign a non-disclosure. Please refer to page 8 section 8 Open Records Policy and Appendix C, Doc #1 Acknowledgment and Acceptance of Region 4ESC's Open Records Policy.

- 17 Question: Question regarding the scope of work: Are you all looking for the offers to own the system required for the scope of work? or can the system come from a vendor?

Answer: The intent of the RFP is to receive turn-key solutions and services which may or may not include subcontractors.

- 18 Question: Will ESC 4 be providing a cost form or should the vendors create their own to be included in the proposal?

Answer: A price form is not being provided for this RFP.

- 19 Question: ESC 4 is requesting pricing for 3 years. Can the vendors apply an annual uplift as part of the price proposal? If so, does it need to specify the amount or can the vendors just include "uplift language" and then resubmit pricing each year?

Answer: Offerors should refer to page 12 section 3.a) item vi. for details on providing pricing structures and adjustments. Offerors should also refer to page 4 of Appendix A Draft

Contract, section 17) Price Adjustments. Offerors should submit any exceptions to the Draft Contract with their proposal.

- 20 Question: Page 38, M II, states “If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement.” In this case, can the vendor then offer lower pricing for a specific agency and not be required to proactively reduce the cost for any other public agency which has already purchased the product?

Answer: Yes, a Supplier may offer lower pricing for a specific agency so long as it is not higher than the not-to-exceed pricing.

- 21 Question: Page 41, item 9, states “Supplier shall require each Public Agency to register its participation in the OMNIA Partners program.” Does this mean suppliers must proactively require a public agency to register through Omnia or is this just an option? Please clarify what is meant by “shall require.”

Answer: This registration applies only to participating Public Agencies that piggyback off of contracts resulting from this RFP.

- 22 Question: Page 35, B.1: How is the cost shared between Omnia and the supplier in regards to publication of marketing materials, advertising in trade magazines, etc.?

Answer: The Administrative Fee is the only cost shared by Supplier. However, Supplier may, on their own, purchase marketing and advertising at their sole cost.

- 23 Question: Page 35, 3.3 B States “Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.” How does ESC 4 define a “trade publication?”

Answer: This document is an OMNIA Partners document and in this case, OMNIA Partners categorize a "trade publication" as a publication that is intended for the public sector audience.

- 24 Question: Exhibit D – Principal Procurement Agency Certificate, Example (Page 48): Is this just an example or is the expectation that the vendors read through it and provide any exceptions as part of the proposal?

Answer: Exhibit D is an informational document only, and provides an example of the agreement that Region 4 signed to partner with OMNIA Partners to provide a contract on a national basis.

- 25 Question: Exhibit H – Advertising Compliance Requirement (Page 80): Please clarify the purpose of this list? Is it informational only or are these the states the vendor is required to advertise in?

Answer: Exhibit H is included to satisfy the legal requirements for advertising in a couple of states that require each agency within the state be named in the solicitation. This is not a comprehensive list of agencies registered with OMNIA Partners. This is information only.

- 26 Question: III. Instructions to Offerors Proposal Format states: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please clarify – does this mean ESC 4 is requiring original, wet signatures?

Answer: See Changes to the RFP # 1 in this Addendum.

- 27 Question: Regarding the requirement for hard copy in accordance with RFP III Instructions to Offerors (5. Proposal Format): QUESTION: Due to the risk of exposure when mailing hard copies and other unforeseen challenges presented by COVID-19, will Region 4 ESC consider removing the hard copy requirement on its bid and accept proposals electronically via a portal or email?

Answer: See response to Questions 26.

- 28 Question: Page 4 of the RFP lists all products/solutions for this solicitation. If a vendor has additional solution beyond what is listed, such as Student Assessment product, Learning Management System (LMS), or a Student Information System (SIS), should vendors also propose these products or only propose solutions that are called out in the list?

Answer: As noted on page 14, section d) Value Add, Offerors should "Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract."

- 29 Question: Please further define/clarify this requirement: 3.3 Marketing and Sales, K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Answer: Offerors should submit all products or services, related to the RFP, and also include any details about a participating agencies system requirements to utilize or obtain the products or services of the resulting Contract.

- 30 Question: Is there the option to provide RFP responses digitally instead of hard copy?

Answer: See response to Question 26.

- 31 Question: How much flexibility will be considered to align with industry best practice in terms and conditions?

Answer: Offerors should submit any exceptions to OMNIA Partners Terms and Conditions with their proposal.

- 32 Question: Will Region 4 push the due date of Solicitation Number 20-07: HCM Systems and Managed Business Solutions back two weeks to Tuesday, August 18?

Answer: Region 4 ESC does not plan to extend the deadline for submittal. Responses are due as indicted in RFP #20-07, Human Capital Management Systems and Managed Business Solutions.

- 33 Question: Could Region 4 ESC elaborate on what they mean by 'emergency orders' on page 13 of the RFP?

Answer: An emergency order is any order made to the Supplier that is outside of any schedule or timeline and which requires immediate attention and quick turnaround.

- 34 Question: "Will objections to OMNIA contracts be noted in Appendix B of the proposal? Or would that contract be negotiated following the award of the contract? If yes, could OMNIA specify which contracts require objections to be noted prior to the submission of our proposal?"

Answer: Offerors may take exceptions to the RFP, the sample contract and the OMNIA Partners exhibits and documents, by providing those exceptions in their original response to the RFP.

35 Question: The link for (N.J.S.A. 52:32-44) is not working, could an updated link be provided?

Answer: Updated Link: <https://www.njportal.com/DOR/BusinessRegistration/>

36 Question: The two additional thumb drives (if there is any confidential information to note). How would you like us to highlight the confidential information on the two additional flash drives?

Answer: Per response to question # 26, submittals will be accepted on USB thumb drives and Offerors should clearly mark any documents it considers to be confidential with the watermark "CONFIDENTIAL".

37 Question: For Questions F and H of Section 3.1 (on pg 14 and 15), do we need to list Value Added subcontractors whose services aren't required to use our products and services?

Answer: Offerors may include the names and details of those products and services it proposes as a Value Add.

38 Question: Will there be any extension to the submission deadline?

Answer: See response to question 32.

39 Question: In Section 2.1, it's unclear what is meant in subsection 2) by stating that the Master Agreement is our "Primary Go To Market Strategy" for public agencies. More of a concern is subsection 3) where we are required to promote this master agreement to all public agencies, including existing customers, and switch such customers over to the master agreement. Subsection 3 definitely presents a conflict of interest with other agreements we have in place, and subsection 2, depending on what this phrase means, may as well. Can you explain what you mean in section 2 and, if necessary to ensure our compliance with agreements we currently have in place, can subsections 2 and 3 be removed?

Answer: See response to question 34.

40 Question: In Section 2.2, we cannot state that the pricing in this agreement is the lowest pricing we offer to public agencies nationwide, as we don't have a way to ensure compliance with that statement. Even if we interpret this phrasing to mean the lowest price for services that are available as a whole across the nation (as opposed to the lowest pricing that we offer for any individual public agency that happens to be in the nation) we still can't guarantee that is the case. Can this section be removed?

Answer: See response to question 34.

41 Question: In Section 2.3, for similar reasons as stated above in 2.1 and 2.2, we can't agree to use the master agreement as our "go to strategy". Can this section be removed?

Answer: See response to question 34.

42 Question: In Section 3.3, we can't guarantee sales volume (subsection L) and Subsection M requires us to use the Master Agreement when responding to Public Agency RFPs. Can this section be removed?

Answer: See response to question 34.

43 Question: Under Section 11C "Delivery/Service Failures", can we make the following redline to the agreement? "Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred."

Answer: See response to question 34.

44 Question: We are worried that Section 26 will lead to confusion because it is written for construction contractors who are required to keep their worksite safe; however, when we assign temporary workers, Region 4 ESC should be required to provide a safe worksite. May we add the following clarification: "for all temporary workers assigned to Region 4 ESC, Region 4 ESC shall maintain a safe work site and provide OSHA recommended safety training if applicable"?

Answer: See response to question 34.

45 Question: Under Section 30 "Indemnification" Can we make the following addition to the agreement? "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 negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas."

Answer: See response to question 34.

46 Question: Can you please describe the process for down-selection and negotiation?

Answer: Offerors should reference page 10, Section 18 Negotiations.

47 Question: What specific "Marketing Materials" would be required from the "Dedicated OMNIA Partners internet web-based homepage on Supplier's website" outlined in Section B, viii?

Answer: OMNIA Partners requires supplier partners to help us sell their agreement by providing cobranded collateral. This material does not have to be a specific format but is intended to act as a leave-behind or sell sheet to support our respective sales teams in their efforts to sell the program. OMNIA Partners will assign a dedicated marketing resource to assist the supplier with this material, answer any questions that arise and guide the supplier along the way.

48 Question: Similar to above, will Omnia be willing to host and control the joint webpage while we link to it from our site? This provides more control for their organization.

Answer: Each supplier partner in the OMNIA Partners portfolio will have a microsite on public.Omniapartners.com. The section referenced below is referring to the supplier's website so, therefore, OMNIA Partners will not host the one in question. However, their dedicated marketing resource can provide them with OMNIA Partners-related content for their creation of the page on the supplier's website.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist