

RFP # 21-04 Technology Solutions, Products and Services Q&A

1. Does an offeror need to provide solutions in all six listed categories (i.e. Computer Systems, Monitors, Network Equipment, Services, Peripherals, Software & Licensing) or can an offeror just propose offerings in a subset of the categories?

Offerors who carry any of these solutions either individually or in combination are qualified to respond to this solicitation and may respond to one or all categories.

2. Can Audio Visual products be included in the 21-04 RFP? Or are they specifically limited to the 20-12 RFP?

Offerors are encouraged to submit their entire catalog, but keep in mind the scope & breadth of this RFP is technology solutions.

3. RFP Page 4, II Calendar of Events; We respectfully request a due date extension to February 1, 2021. Questions are due on December 15th and since most vendors have holiday closure from December 21st until January 4th, answers to the questions would likely be available when vendors are closed. Additionally, since the bid was opened on December 1st, Vendors really have about 2 weeks to compile a response prior to vacations and holidays. If any documents are required to be sent by carrier with the winter weather expected or other potential transportation delivery delays (since many Vendors send responses 3 business day or longer prior to the due date), there is really one week after the new year for those not still on vacation. An extension would provide more time to complete the response and ensure timely receipt without impacting Vendor employee holidays and vacations while making sure Region 4 receives the most beneficial responses for this valuable and important RFP.

Due to our strict timeline to present recommendations to the April Board meeting, currently the submittal deadline remains due on Tuesday, January 19, 2020 as per Addendum No. 1. Questions submitted by the deadline of December 16th will be posted on our website by Friday, December 18th

4. We provided Internet, Telephony, Point-to-Point, Data Center Services. Are these services covered under the RFP 21-04?

Offerors are encouraged to submit their entire catalog, but keep in mind the scope & breadth of this RFP is technology solutions.

5. Appendix D, Exhibit A, Section 3.0; Supplier Response, subsection 3.2 Distribution Logistics: Would you please explain what is meant by "outlying Areas" in the follow request?

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Outlying Areas means the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

6. Since Appendix A is a Draft Contract, we understand it would not be signed by the parties until negotiations are complete, and not at the proposal phase. Is that correct?

Correct. However, a signature is required on the "Offer and Signature Form" which solidifies your offer. If awarded a contract, the document will be fully executed by Region 4 Board of Trustees and "Draft" will be removed.

7. Are there states (among the Participating Public Agencies) identified who are interested in using the resulting cooperative contracts?

The resulting contract(s) will be marketed across the country and will be available for any state wishing to use the contract.

8. Is there a reason for why only the State of NJ business requirements are included in the RFP Exhibit G? Has the State of NJ indicated an interest in participating in this contract?

These documents provide for the upfront language for agencies in New Jersey to access the resultant contract. New Jersey is one of the many Participating Agencies in our portfolio and these are required if you intend to do business in this state.

9. We do not offer technology solutions, hardware, or software. Are we able to propose IT support services such as IV&V, project management/PMO, and quality assurance?

Yes, but keep in mind the scope & breadth of this RFP is technology solutions. Refer to Contractor Requirements on RFP pg. 3

10. If we may offer services only, many of the questions under Performance Capability are related to products. Should we provide short descriptions of the services we offer instead?

Yes

11. Tab 2 – May we offer hourly rates for our firm's staffing levels (i.e. principal, manager, senior consultant)?

Yes

12. Tab 2 – Should we offer pricing for each year of the contract plus renewals (5 years)?

Please refer to RFP pg. 12; Section IV; Evaluation Process and Criteria; Section 2a

13. Should we include all 73 pages of Appendix D in our response, or do you want only a subset of the exhibits?

No. Only Exhibits A, B F & G

14. We have a question regarding our response to this RFP. Can we submit our response via a portal with links to the parts/pricing? If this is to be a hard copy it would be hundreds and hundreds of paper pages.

Hard copies are not required, has stated in the pre-proposal, due to COVID-19 responses should be submitted on a flash drive.

15. In Section IV, 2, a, ii it states what required information must be included in the catalog. For us, 80% of our business is Dell EMC solutions in which their part number, prices, descriptions, MSRP and net pricing changes daily. In response to similar RFPs we have been allowed to submit a discount off list for all our Manufacture/Categories we resell (see example below). Would Region 4 be receptive to accepting this type of catalog?

Yes, please refer to Section IV Evaluation Criteria; Subsection a) i

16. Exhibit A, Section 3.1, page 33. This section requests the Company FEIN and Dun & Bradstreet Report. Would the Company Dun & Bradstreet number be sufficient to meet this requirement along with the Company link to their Annual reports that are published publicly?

Yes

17. Appendix B - Terms and Conditions Acceptance - It was mentioned during the Pre-bid conference that we could redline the Administration Agreement (Appendix D, Exhibit B). But in the RFP instructions (pg 13, 2b, ii) it says "include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form. Please clarify what we should do... Redline the Partners Administration Agreement? OR use Appendix B, Terms and Conditions Acceptance Form?

Ideally you should do both.

18. Appendix A; Draft Contract - During the Pre-Proposal Conference, it was stated that the person signing Appendix A would receive all questions and award notification for this procurement. This person may be different from the one signing Exhibit B. Is this acceptable?

Yes, as long as they are authorized to sign.

19. Exhibit B; Administrative Agreement, Example - During the Pre-Proposal Conference, conflicting information was received whether this Exhibit required a signature at the time of proposal submission.

- a. Is a signature required for Exhibit B with the proposal?
A signature is not required for Exhibit B with your proposal; however, a contact is required. Please keep in mind, as part of the evaluation process this document must be signed prior to contract award.

- b. The contact information for Exhibit B may be different from the contact for Appendix A. Is this acceptable?

Yes

20. Exhibit C; Master Intergovernmental Cooperative Purchasing Agreement, Example - This document has a watermark on pages 19 and 20. Can the please explain the reason for the watermark?

As stated in the pre-proposal meeting, this is provided as an FYI because it is referenced in other documents within the Solicitation. There is nothing you need to do with this document

21. Appendix D, Exhibit A, Section 3.3, Item J. This section requests a key contact for each of the Top 10 agencies. If a Vendor lists the Top Agencies generating the most revenue but is unable to provide a key contact since the agency would need to provide permission to disclose in the bid response and is not be willing for their information to be included, can the request for key contact information be removed?

Yes

22. If we are an awardee, can our downstream dealers and providers utilize and/or invoice/bill the customer directly?

This will be addressed with the awarded supplier(s)

23. Page 14, c) Qualification and Experience and 4. Past Performance; Regarding the 10 customer references, is there a time limit on the reference? Should they be within a definite time period?

Preferably within the last five (5) years

24. Page 31, 1.4 Award Basis; What is the location to determine the prevailing wage legislation for determining wage rates?

The base would be the State of Texas. However, it would differ based on the participating public agency utilizing the Master Agreement

25. Page 37, 3.3 L. Provide the Contract Sales; Will this requirement be waived for small, disadvantaged, or minority owned companies? Requiring a minimum sales amount, regardless of actual sales, could negatively impact a small, disadvantaged, or minority owned companies much more than larger companies.

No

26. Appendix D; On Appendix D, what Exhibits have to be submitted with the proposal response?

Please refer to question # 13

27. Appendix D, Exhibit B; Will the Administrative Fee percentage be decided after award? Can this percentage change?

Please refer to Exhibit A, Section 1.2 for administrative fee. Suppliers may take exception for consideration.

28. Pg. 34, 3.1 G - Will ESC4 add Small Disabled Veteran Owned Small Business (SDVOSB) as a category? Will SDVOSB certification be recognized?

Not a requirement for Region 4, but will be considered as part of the evaluation for those participating agencies who do have to satisfy this requirement

29. Pg. 34, 3.1 G - Will ESC4 add Minority Owned Business Enterprise (MBE) as a category? Will MBE certification be recognized?

Not a requirement for Region 4, but will be considered as part of the evaluation for those participating agencies who do have to satisfy this requirement

30. General – Will the multiple awards be set aside for Small Business? How many awards are anticipated for this procurement?

No. We have no way of knowing this in advance

31. General – What is the size for small business certification?

Not a requirement, so not specified.

32. Section I. Scope of Work: Contractor Requirements/Catalog Categories; We have a number of storage solutions Netapp, Exagrid, Quantum, etc... Will Region 4 ESC categorize these under "1.Computer", "3. Network" or do we create a separate storage category?

The Offeror shall determine how they wish to respond.

33. Section I. Scope of Work: Contractor Requirements/Catalog Categories; Audio/Video Collaboration hardware isn't called out specifically. For product-only sales, will Region 4 ESC categorize this under "5. Peripherals" or do we create a separate category?

The Offeror shall determine how they wish to respond.

34. Section I. Scope of Work: Contractor Requirements/Catalog Categories; For items such as cables, connectors and accessories will Region 4 ESC categorize these under "5. Peripherals" or do we create a separate category?

The Offeror shall determine how they wish to respond.

35. Section III. Instructions to Offerors: #5 "Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract." Is there a specific way in which the flash drives should be labeled for submission?

Please submit in the same format as the bound copies. Refer to RFP pg. 7, Section 6 Binder Tabs

36. Section III. Instructions to Offerors: #5; "Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract." Please confirm proprietary drives are only required if awarded not at proposal submission.

Proprietary drives are required with proposal submission

37. Section IV. Evaluation Process And Criteria: 2., a) Products/Pricing; Will Region 4 ESC be providing further detail on a common catalog offering for evaluation among all respondents? What is the format desired for the catalog offering in response to this request? Does Region 4 ESC desire specific line level catalogs for the proposed products?

a) No

b) Please refer to Contractor Requirements statement. However, it is the Offerors decision on how products/services are proposed.

c) Same as b)

38. Appendix A – Draft Contract: 1) Term of Agreement; "Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC." Would Region 4 ESC consider shortening the notification period?

Offerors may propose exception/modification for consideration

39. Appendix A – Draft Contract: 14) Delivery; "Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery." Standard delivery time for most OEM products is 30 days. Would Region 4 ESC consider changing the standard delivery time to 30 days?

Offerors may propose exception/modification for consideration

40. Appendix A – Draft Contract: 17) Price Adjustments & 20) New Products/Services; What is the process by which pricing adjustments and new products/services are submitted to Region 4 ESC? What is the anticipated approval time required by Region 4 ESC?

Depending upon the request, turnaround time may take up to 30 days

41. Appendix A – Draft Contract: 29) Funding Out Clause; Should funds for the new budget period not be obtained by Region 4 ESC, how much notice will Region 4 ESC provide Contractors prior to terminating the contract?

This is based on budget and therefore cannot be determined in advance

42. Appendix D – Exhibit B: #12; Would you please confirm that the Administrative Fee will be 3% as noted in section 1.2 of Exhibit A?

Correct

43. Appendix D – Exhibit B: #13; Is the due date for the report determined by Region 4 ESC or OMNIA? If Region 4 ESC makes the determination, would Region 4 ESC consider changing the due date to the 30th? If not the 30th, the 15th?

Determined by OMNIA and Offerors may propose modification for consideration

44. Notice to offer Section I, Page 3, Contractor Requirements - states: Region 4 ESC is seeking proposals from premier Contractors to provide a comprehensive, wide variety of technology solutions, products, and services to Participating Agencies. Offerors are encouraged to propose their complete catalog, products and services including but not limited to the following categories:

What is the expectation for bidding products on this contract since there aren't any specific vendor requests or product requirements but a broad range of requested categories. Can a supplier bid a general catalog discount for all products offered by supplier? Will the catalog have to including the products and services for all vendors in the submission or can a subset of Vendors and products be proposed? Will only those vendors proposed in the catalog be allowed on contract? or can additional vendors be proposed and added during the course of the contract? Potential vendor partners for contract could exceed hundreds of vendors.

- 1) Please refer IV Evaluation Process and Criteria, Section 2a: Products/Pricing.***
- 2) Please refer to Contractor Requirements statement. However, it is the Offerors decision on what products/services is proposed.***
- 3) Please refer to Appendix A # 10***

45. Notice to offer Page 8, Section 7- Additional Agreements - states: Additional Agreements: If an Offeror requires additional agreements, i.e. master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace Appendix A.

Can these additional agreements (vendor requirements) be negotiated and incorporated into the individual order opportunities with the Public Agency or Participating Public Agency as needed instead of being incorporated into the base agreement?

No, they must be provided with your proposal in order to provide upfront knowledge for participating agencies that this is a requirement. However, negotiations are between the awarded supplier and the participating agency

46. Notice to offer Page 11, Section 22 Samples states: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

This requirement seems outside the norm for large IT contract. Manufacturers can and do offer proof of concepts (POC) but there wouldn't be an opportunity for all products proposed to be furnished or be free of cost samples. Can this requirement be removed?

Statement is not applicable for this solicitation

47. Notice to offer Section IV Page 14, 2.c.viii states: Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

If you are a distributor submitting a proposal and don't do business directly with End Users, can references from proposed reseller partners be used to satisfy the reference requirements or will references for direct reseller partners meet the requirement?

References for direct reseller partners will meet the requirement

48. Appendix D Requirement for National Cooperative Contract, Section 1.2 states: Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

Some products and service cannot support a 3% admin fee. Can the contact administrative fee be negotiated, or can Suppliers supply different percentage fees in their response?

Offerors may propose exception/modification for consideration

49. Appendix D Requirement for National Cooperative Contract, Section 1.2 Pricing Commitment States: Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and 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 favored nation type requirement apply to only SLED Contracts held nationally, state-wide, regionally, locally or SLED cooperative contracts or does it include Federal Contracts?

The not-to-exceed applies to the Master Agreement

50. Appendix D Requirement for National Cooperative Contract, Section 3.3.L states: Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Is there a minimum sales guarantee required per year? Also please clarify reference to Section 10 of Omnia Partners Administration Agreement? That section seems to reference National Promotion.

No. Correct, OMNIA is a National Cooperative GPO and the contract will be marketed as such.

51. Appendix D Requirement for National Cooperative Contract, Section 3.3.M states: Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. 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. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Can you please clarify the intention of this requirement. Is it the intent that if the OMNIA Master Agreement is not used to fulfill a Public Sector SLED requirement and a Public Sector entity awards the Supplier a bid or contract outside the OMNIA Contract that the Supplier's sales for that opportunity must be reported and a transaction fee paid to OMNIA Contract for products maintained on the OMNIA Master Agreement?

If the awarded supplier is leading with the Master Agreement all sales will be reported.

52. Appendix A Draft Contract, Section 10. Adding Authorized Distributors/Dealers states: Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

Is the approval process easy or how frequently are approvals granted for authorized dealers to accept Purchase orders and payments?

This will be addressed with awarded supplier(s).

53. Appendix A Draft Contract, Section 11.e) Termination of Contract Standard Cancellation states: Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Can a joint cancellation for convenience be added to the contract?

Offerors may propose exception/modification for consideration