



NOTICE TO OFFEROR
QUESTIONS & ANSWERS

RFP # 26-1119

Competitive Solicitation by Region 14 Education Service Center

for

Solutions for Public Sector Business Processes, Operations, and Finance

The Answers to Questions received are issued as follows:

1. **Question:** Will computerized asset maintenance and work order management be considered in the scope?
Answer: Refer to RFP 26-S1119, II. Scope. Offerors will determine their ability to respond.
2. **Question:** Is remote work permissible or will all or most work need to be performed on-site?
Answer: The Offeror will determine the response regarding work location.
3. **Question:** Is this a first time contract?
Answer: This is a Solicitation.
4. **Question:** If not, is a list of incumbents able to be provided?
Answer: Tadera, TCS, Fiserv, AMG
5. **Question:** Is the spend history per category able to be provided?
Answer: Not able to provide spend history.

6. **Question:** Please provide clarification regarding Section 3.3.M. If our company does not currently hold an OMNIA contract, how should we estimate the amount of guaranteed sales under the Master Agreement for years one through three?

Answer: You are not required to include guaranteed sales. If the Supplier provides a figure, then the expectation is the Supplier will pay the amount if not met for the year's guaranteed sales figure.

7. **Question:** Are you looking for Business Administration Services under Business Process Automation Solutions and Services section to include:

- Employee benefits enrollment/ongoing enrollment for active/retiree populations
- Member and provider advocacy
- Decision support
- Fraud, transparency, and waste detection
- Health insurance enrollment
- Life insurance enrollment
- Healthcare enrollment
- Voluntary benefit enrollment
- Employee benefits software
- Benefits accounting software
- Benefits SaaS

Answer: Refer to RFP 26-S1119, II. Scope. Offerors will determine their ability to respond.

8. **Question:** I see significant State of New Jersey requirements/paperwork - is this the primary RFP associated with the current NJ Benefits Administration Services RFP?

Answer: Refer to Exhibit G, New Jersey Compliance opening paragraph. Not familiar with "the current NJ Benefits Administration Service RFP"

9. **Question:** By responding to this RFP will this then allow us to be a "Supplier Partner" with Omnia Partners allowing us to be on the Omnia Partners "Contracted" partner resource?

Answer: All cooperative agreements are competitively solicited and publicly awarded by a lead public agency/government entity (e.g. state, city, county, public university or school district), utilizing the best public procurement practices, processes and procedures.

10. **Question:** Unlimited or uncapped liability materially increases supplier risk and is typically priced into proposals. Allowing proportionate liability supports broader competition and more competitive pricing while still protecting the agency from supplier negligence or misconduct. Commercial agreements almost universally include liability caps and exclude indirect, special, or consequential damages.

Would Region 14 ESC and OMNIA consider reasonable limitations on liability and proportionate indemnity obligations, including exclusion of indirect or consequential damages? Commercial standards include caps of 12 to 18 months of SOW fees, with the carve outs listed above.

Answer: Refer to RFP 26-S1119, V. Evaluation, A. Availability of Products and Pricing, and III Instructions to Supplier, #4 Deviations and Exceptions. If taking exception it must be included within your response.

11. **Question:** Unlimited or uncapped liability materially increases supplier risk and is typically priced into proposals. Allowing proportionate liability supports broader competition and more competitive pricing while still protecting the agency from supplier negligence or misconduct. Commercial agreements almost universally include liability caps and exclude indirect, special, or consequential damages.

Would Region 14 ESC and OMNIA consider reasonable limitations on liability and proportionate indemnity obligations, including exclusion of indirect or consequential damages? Commercial standards include caps of 12 to 18 months of SOW fees, with the carve outs listed above.

Answer: Refer to RFP 26-S1119, V. Evaluation, A. Availability of Products and Pricing, and III Instructions to Supplier, #4 Deviations and Exceptions. If taking exception must be included within your response.

12. **Question:** committed costs. This approach preserves agency flexibility while ensuring suppliers are not exposed to unrecoverable sunk costs, particularly for long-term transformation and platform-based services. Would Region 14 / OMNIA consider permitting recovery of documented, non-cancellable costs and reasonable wind-down expenses if termination for convenience is exercised?

Answer: Refer to RFP 26-S1119, V. Evaluation, A. Availability of Products and Pricing, and III Instructions to Supplier, #4 Deviations and Exceptions. If taking exception it must be included within your response.

13. **Question:** Can audit rights be limited to reasonable frequency, advance notice, and scope directly related to compliance with the Master Agreement and pricing? Targeted audit rights preserve fiscal oversight while reducing disruption to service delivery and administrative burden on the agency and vendors.

Answer: Refer to RFP 26-S1119, III Instructions to Supplier, #4 Deviations and Exceptions. If taking exception it must be included within your response.

14. **Question:** Can OMNIA confirm if participating agencies may negotiate supplemental agreements, at their discretion, that would supersede the master agreement terms for liability, governing law, venue, and dispute resolution? Supplemental agreements provide flexibility for agencies to tailor

risk allocation and legal requirements based on the scope of work to be delivered, and without undermining the cooperative framework.

Answer: Refer to RFP 26-S1119, III Instructions to Supplier, #3 Additional Agreements and Exhibit A Response for National Cooperative Contract section 1.4 Award Basis.

15. **Question:** Can you clarify or point us to a resource on the fees charged by OMNIA Partners?

Answer: Refer to RFP 26-S1119, Exhibit A – Response for National Cooperative Contract, and section 1.2 Marketing, Sales and Administrative Support. Refer to Exhibit B – Administration Agreement, Example, and section Administrative Fee, Reporting & Payment.