

Questions & Answers for Educational Software; RFP # 19-19

Question: What is exactly meant by “the proposals must contain two bound and signed original copies of the solicitation”? Does that mean two binders with tabs? Also, what does it mean when it says that “the offeror must also submit two electronic proposals free of propriety information to be posted”?

Answer: *Yes, 2 bound 3 ring binders. If there is proprietary information in your response, provide one electronic with that information redacted and one full version.*

Question: What tab would all the Exhibit documents go under?

Answer: *Please refer to RFP Page 7; # 6 Binder Tabs*

Question: Adding Authorized Distributors/Dealers. 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.

What is the intent of this language? Obviously, we would need the flexibility to work with other distributors (and it already does) both in the K-12 market and otherwise. As written, we could not work with any other distributors, regardless of territory or target market.

Answer: *As stated above: “Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer” This applies to any distributor/dealer not specifically mentioned you your response to the RFP.*

Question: Performing work or providing services under the Contract prior to receiving an authorized purchase order. We frequently allow potential customers to test its products prior to purchase. Does this language seek to prohibit that?

Answer: *No*

Question: Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

We could not agree to this as its materials, documents, etc., are all proprietary. Could this language be changed to state that "Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor as a work for hire under the Contract shall immediately become the property of Region 4 ESC."

Answer: *Offerors are allowed to take exceptions*

Question: Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor’s responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor’s proposal.

Given the nature of the services and duration of the contract, we may need to increase its rates for new customers. Would this be possible?

Answer: *As stated above: “Price increases must be approved by Region 4 ESC”*

Question: Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

Generally, we require pre-payment in one-year intervals. Could the language be modified to account for this?

Answer: *Offerors are allowed to take exceptions*

Question: An “Administrative Fee” shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of_ percent (_ %) (“Administrative Fee Percentage”)

Is the administrative fee per annum? Per contract? Clarification is needed as to one what this is based.

Answer: *If awarded a contract, admin fees are paid monthly for any sale procured using the contract. Please refer to OMNIA Partners Exhibit B, page 15 Administrative Fee, Reporting & Payment*

Question: We have 3 products that we would like to submit for this contract. Smoothwall Monitor , Smoothwall Classroom Manager and WiseNoze. Does this fall in the categories you are looking for?

Answer: *Region 4 will evaluate and consider all responses received that comply with the Scope of Work.*

Question: During the pre-proposal call, we were instructed to provide separate exceptions for the OMNIA Partners documents requested in Tab 3 of the proposal, and to provide them red-lined. For formatting purposes, are Microsoft Word versions of these documents available?

Answer: *Only PDF versions are available*

Question: What is the administrative fee percentage for number 12 on page 15?

Answer: *Please refer to Exhibit A, Section 1.2, page 4*

Question: Can you please provide clarification as to what exactly Region 4 is looking for in Solicitation 19-19 Educational Software Solutions and Services? For instance, are there particular K-12 instructional software subjects the Region seeks, and would Professional Development be appropriate to include in the submission?

Answer: *Please refer to Scope of Products and Services, RFP Pg. 3-4. Professional Development via a Software tool would be reviewed for consideration*