

RFP 2020-07 Education Software and Related Products and Services Questions & Answers

Intellectual Property Agreement

<i>Question</i>
Do we need to provide an intellectual property agreement protecting both parties with the proposal or after acceptance? What are the insurance requirements? Section 2.0 (I)
<i>Answer</i>
Intellectual Property Agreements must be provided with the proposal. Region 10 does not have insurance requirements. The vendor's agreement must protect Region 10 and member districts' intellectual property and data.

Section 4 b and 4 c

<i>Question</i>
Are you able to provide details of services that Region 10 ESC provides as part of the Marketing Contract (section 4.b) and Reseller/Licensing Contract (section 4.c)?
<i>Answer</i>
For the marketing contract, Region 10 would commit to sending out periodic email marketing pieces and providing vendors opportunities to be featured at events we hold for schools. The reseller/licensing agreement would involve Region 10 acting as a reseller of the product and actively selling non-pre-purchased license agreements to schools.

Section 4 d

<i>Question</i>
Are you able to provide any descriptions of the training and support capabilities and resources that would fall under your Training and Support Contract (section 4.d)?
<i>Answer</i>

After receiving training from the vendor, Region 10 employees would be able to hold trainings with districts on how to use the product and answer customer support calls that would then be elevated to the vendor if the problem could not be resolved by Region 10 first.

Bid Type

<i>Question</i>
Would this RFP be for online and print curriculum materials?
<i>Answer</i>
Print curriculum materials may be considered as a value add to the contract, but this contract is primarily for digital and online solutions.

Where can I see the specifications with the solicited digital products and solutions ?

<i>Question</i>
Where can I see the specifications with the solicited digital products and solutions ?
<i>Answer</i>
In section 9.0 - Specifications.

Formatting the Document, 3.H

<i>Question</i>
3.H, indicates that responses must be made on the enclosed sheets. Would we use Adobe Reader to complete the proposal and add our content? In section 11- proposal, would Adobe Reader allow for the amount of text needed and format properly? Is there a better solution to use to get this completed? This is our first time submitting. Thanks, BlueStreak Education, Inc.
<i>Answer</i>
Adobe Acrobat would be the most commonly used software for editing PDFs, however any PDF editing software should be sufficient to complete the content. The vendor should use whatever

software they generally use for editing and creating PDFs.

Intellectual Property Agreement

Question

RFP page 3, Section 2.0, "Vendor must provide an intellectual property agreement protecting both parties." Should we provide our intellectual property agreement with our proposal? Or will this step be completed after award during the contract process?

Answer

Intellectual property agreements must be provided with the proposal.

Boycott Certification

Question

RFP page 8, Section 12.0 "Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel." By completing, signing, and returning the RFP, do we meet this requirement? Or should we provide an additional certification? If so, can you please provide an example?

Answer

Yes, by signing the proposal without taking exception to this clause, vendors will meet this requirement.

Do we need to submit?

Question

We were awarded under RFP# 2019-08 EDTECH PURCHASING COOPERATIVE so I believe we are covered for RFP 2020-07 EDUCATION SOFTWARE & RELATED PRODUCTS & SERVICES, would that be correct?

Answer

As stated in an email to current vendors on March 30, current vendors need not respond, however

they can should they deem it necessary.

Answer

As stated in an email to current vendors on March 30, current vendors need not respond, however they can should they deem it necessary.

Purchase Order Approval

Question

Do we have the ability to reject purchase orders if a customer does not qualify for a certain purchase?

Answer

The vendor has the ability to reject incorrect purchase orders, however LEAs typically do not issue POs without first receiving a quote from a vendor or talking to a vendor so generally speaking if a customer who is eligible to use the contract issues a PO, they should qualify for whatever purchase they are making.

Discounting

Question

Are we allowed to offer further discounts on products? If so is there a maximum discount allowed?

Answer

Yes further discounts are allowed. No, there is no maximum discount allowed.

Catalog Updates

Question

We refresh our catalog and pricing once a year. Would we be able to update our contract with the new catalog, or do we need to write an exception somewhere. If so what would be the best way to do this?

Answer

Please refer to section 1.0: "Vendor pricing may be adjusted by mutual agreement of ESC-10 and the vendor at renewal periods."

Questions related to this opportunity

Question

Hello, I have a few questions. 1) Can you share examples of what it means for Region 10 to be actively marketing the product? 2) Can you explain the sales infrastructure that would support a Reseller/Licensing Contract, including the number of reps, number of products represented, sales quotas, or other pertinent details? 3) For products that have a platform license fee along with the equivalent of "in-app" purchases, how can terms of Marketing and/or Reseller/Licensing Contracts be structured to reflect only the sale of platform licenses? The context for this question is that, due to the product's design, Region 10 as a reseller will be equipped to manage the procurement process for the platform (primary revenue driver) but not for the "in-app" purchases that may happen at a later date.

Answer

1. For the marketing contract, Region 10 would commit to sending out periodic email marketing pieces and providing vendors opportunities to be featured at events we hold for schools. 2. Region 10 does not have dedicated sales reps. Several of the Data Solutions team at Region 10 would have the responsibility of selling the vendor's licenses to LEAs. The number of products represented depends upon what the vendor submits in their proposal. Other details will be negotiated upon recommendation of award. 3. The terms of a reseller agreement would be negotiated upon recommendation for award.

Questions on License

Question

Hi, thank you for the opportunity to work together. Could I ask how many licenses ESC 10 is potentially interested in purchasing? As we plan our coming months, it would help in preparation. Keith

Answer

Region 10 is not interested in purchasing a set number of licenses. This will be an IDIQ cooperative contract.

Contract 2018-16

<i>Question</i>
If we are an awarded vendor on 2018-16, do we need to apply for this one?
<i>Answer</i>
As stated in an email to current vendors on March 30, current vendors need not respond, however they can should they deem it necessary.

Instructional materials

<i>Question</i>
We sell a keyboarding subscription for K-12 students. Would this fall under the scope of the RFP?
<i>Answer</i>
Yes.

Administrative Fee

<i>Question</i>
9.4.B. Please provide a detailed description/definition of "active marketing" and what activities will be conducted by Region 10 on behalf of the vendor to market to participating members. What is included under the base 5% administrative fee and what would necessitate a higher fee? Can you provided a fee schedule that annotates the breakdown for marketing activities and how it impacts the fee?
<i>Answer</i>
For the marketing contract, Region 10 would commit to sending out periodic email marketing pieces and providing vendors opportunities to be featured at events we hold for schools. Further terms will be negotiated upon recommendation of award.

Tiered Pricing

<i>Question</i>
Can the vendor propose tiered pricing based on district/sale size. For example, a price per student for district/sales under 5K students, another for between 5k and 25K while another for 25K and above?
<i>Answer</i>
Yes.

Pearson Proposed Questions for ESC-10 RFP #2020-07

<i>Question</i>
<p>1. Section 1.0, Scope of Services, Pg. 3: Please clarify the process for price changes for districts with a current contract (if product X price increases, then would the new price apply for the upcoming renewal)? What happens to a district's award after the fourth renewal period? 2. Section 2.0(I), Special Conditions, Pg. 3: Can ESC-10 provide further information on what they mean regarding Vendor providing an intellectual property agreement? What is the purpose of this agreement and what does ESC-10 anticipate the agreement will cover? 3. Section 3.0(C), General Terms, Pg. 4: We presume termination will only arise after the defaulting party has failed to remedy its breach within a certain time period, e.g. 15 days. Is this correct? If not, please explain. 4. Section 9.0(4)(a), Specifications, Pg. 7: We assume that Vendor will contract with EdTech as the contract administrator and will enter into separate "piggyback" agreements with participating public agencies who choose to contract through this Cooperative Contract. Is this process correct? If not, please explain how the contracting process will work under this partnership option. 5. Section 18.0, EPCNT Price Sharing, Pg. 13: This section looks to allow EPCNT members the ability to purchase off this award. Can districts outside of these two agencies and/or outside of Texas use this cooperative purchasing bid (via other reciprocity agreements)? 6. Although there is no provision in the RFP for delays in performance as a result of a force majeure event (events beyond the contractor's reasonable control including without limitation, acts of God; acts or omissions of governmental authorities or the other party or any third party; strikes, lockouts or other industrial disturbances; acts of public enemies; wars; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions), does ESC-10 acknowledge that such delays in performance would not constitute a breach of the contract? If not, please explain. 7. Will any additional terms and conditions or any other special clauses not included in the RFP be incorporated into the awarded contract? If so, are they negotiable upon award?</p>
<i>Answer</i>
1. Please refer to Section 1.0: "Vendor pricing may be adjusted by mutual agreement of ESC-10 and the vendor at renewal periods." At the end of four annual renewals, a district's award may

survive the term end date depending on what the terms of the district's agreement and their local procurement rules are. 2. This should be an industry-standard agreement protecting the district's intellectual property and data, guaranteeing its return at the end of any relationship with the vendor as well as protecting against its misuse. 3. Termination for unsatisfactory performance will usually arise after a reasonable period to remedy breach. However, Region 10 reserves the right to terminate without such a period should it be in the interest of Region 10's districts. 4. Yes. 5. Yes. 6. Vendors are allowed to take exceptions. 7. A separate partnership agreement will be negotiated based on the vendor's response to Section 9.4. Those terms will be limited to the administrative fee and terms governing Region 10's and the vendor's respective responsibilities related to that fee.

Opportunity RFP #2020-07 Education Software and Related Products

Question

We received information on opportunity RFP #2020-07 Education Software and Related Products. Our organization was approved for RFP# 2019-08 Ed Tech Purchasing Coop on August 21, 2019. Do we need to respond to RFP #2020-07, as renewal will occur automatically for RFP# 2019-08? Thank you.

Answer

As stated in an email to current vendors on March 30, current vendors need not respond, however they can should they deem it necessary.

Uploading additional files to respond to proposal questions

Question

The RFP says "RESPONSES MUST BE MADE ON THE ENCLOSED SHEETS (or as attachments to respond to Specifications). " It would be much preferable to upload an attachment to respond to questions in the RFP. How do we upload more than one file?

Answer

It is not possible to upload more than one PDF file including the RFP and vendor's response and one Excel sheet including the proposed pricing. Vendors may add as much to the PDF file as they wish, but it must be one file.

Question re: Scope of product

<i>Question</i>
Are subscription-based online general reference databases included in in this bid?
<i>Answer</i>
Yes.