

## Request for Information No. I

### RFP No. 19/20-02 Assessment Platform

9/17/2019

#### Response to Proposers' Questions

**1.1 Question:** Has the JPA only been formed for two months?

**Answer:** The formation of the JPA began a little more than a year ago. The JPA was officially launched in January 2019. The JPA spent several months issuing procurements and establishing agreement templates early in the year. The JPA has been open to new members for just a few months. The JPA currently has four founding members and eight associate members.

**1.2 Question:** What is the process for school districts joining the JPA?

**Answer:** The process for a school district to join the JPA is very straightforward. Potential Members need to (1) obtain board approval (templates available on the JPA website), (2) complete and sign the membership agreement, and (3) complete the brief associate member application. Some County Offices of Education may be exempt from the board approval requirement. All California public agencies are eligible to join the JPA. There is no cost to join. Membership application instructions and document templates are available on the JPA website at <https://edtechjpa.iusd.org/members/becoming-member>.

**1.3 Question:** The RFP included a Microsoft Word response template. Are the boxes are expandable?

**Answer:** Yes. The space provided in the response template is intentionally expandable. Vendors should include as much information as needed to demonstrate that their product(s) meet the requirement. Vendors may also include attachments in the proposal to support their responses.

**1.4 Question:** On page 5 - The RFP says that you may award this to one or multiple vendors. Does that mean that as long as the vendor's proposal meets the requirements it can be awarded and it is up to the district to decide which is the best fit?

**Answer:** Yes. The JPA may make one or more awards to qualified vendors. Vendors who meet all essential requirements and comply with all of the terms of the RFP are likely to be awarded. JPA Members may then select the product from the awarded vendors that best meets their needs.

**1.5 Question:** Can I provide multiple responses to this RFP?

**Answer:** Yes. A provider may submit multiple responses to the RFP. If they are two distinct responses, submit two proposals. If they are add on or optional features or services, please include those in the Optional Services section of the Pricing Form.

**1.6 Question:** Would it be acceptable if we could do one proposal response with two response templates?

**Answer:** Yes. A vendor may submit two proposals in the same binder, provided that the response template is complete for both.

**1.7 Question:** What is the minimum price guarantee?

**Answer:** The intention of the minimum price guarantee is to ensure that JPA Members receive competitive and uniform pricing. We understand that there may be a need to have some exceptions for very large districts contracted outside of the JPA or to honor legacy pricing given to long-time customers.

**1.8 Question:** That seems to be the biggest sticking point. The pricing/cost to the vendor is not the same for a very large district and a very small district.

**Answer:** Vendors are able to tier pricing in the proposal based on organization size. You may create bands for different price points (e.g., under 10,000 enrollment and over 10,000 enrollment) to account for different costs of implementation or licensing and maintenance.

**1.9 Question:** The one-time costs part of the pricing form does not include the option to tier those costs. Can vendors tier one-time costs as well?

**Answer:** Yes, vendors may expand the pricing form to include tiered one-time costs. The Ed Tech JPA will amend the pricing form to make that more clear.

**1.10 Question:** Sometimes districts will buy systems for just HS or MS. How will the tiered pricing apply?

**Answer:** Vendors may specify how the tiered pricing applies when a member organization purchases a partial license (e.g., only high school students in a K-12 district). You may specify that only the purchased licenses (the high school enrollment) identifies which band of pricing applies.

**1.11 Question:** Is it envisioned or possible for schools to use this individually?

**Answer:** Yes. Individual schools could purchase the products of the JPA if the district or county office that the school belongs to is a JPA member.

**1.12 Question:** To clarify, if a district is a member, would the school then have to become a member if the district did not want to make the purchase?

**Answer:** No. The school would not be required to join the JPA. The district membership would allow the school to leverage a JPA contract.

**1.13 Question:** If a district chooses to use the JPA Master Agreement, does that mean that they would not have to go to RFP?

**Answer:** The JPA process was designed so that members could use a JPA agreement without having to issue a separate RFP/procurement. Fagen Friedman & Fulfroost LLP serves as General Counsel to the JPA and spent considerable time researching and developing the procurement process, RFP templates, and master agreements to ensure this outcome.

**\*\*1.14 Question:** Is there an interest in this RFP from an existing JPA Member?

**Answer:** Capistrano Unified School District (ada approximately 53,000) has expressed an interest in purchasing an assessment platform from an Ed Tech JPA awarded vendor. In addition, we expect there to be high interest in this RFP from associate members soon after it closes.

**1.15 Question:** Is it so that if we are selected as a vendor, that we cannot market our products to other districts?

**Answer:** Participating in the JPA does not prohibit a vendor from marketing to districts and county offices. The JPA will showcase who our vendor partners are on our website and during presentations. However, we will not directly market or endorse any specific provider or their products.

**1.16 Question:** On page 64, [One-Time Costs response form] there is a Unit Cost column, but no column to enter the number of units. A column to estimate the number of units would be helpful.

**Answer:** Vendors may expand or add details to the pricing table as needed to clarify their pricing. The Ed Tech JPA wants to avoid having vendor-created pricing forms that make it difficult for our associate members to compare product pricing across proposals. The Ed Tech JPA will issue an amendment to the RFP to expand the One-Time Costs response form to include the additional column for estimated number of units and clearly identify the option for tiered pricing.

**1.17 Question:** What if a district who is not a member of the JPA issues a separate RFP? If the vendor's proposal was selected, would that have an impact on the relationship with the JPA?

**Answer:** Vendors are free to respond to any other RFPs issue for their services/products. There would be no obligation to the JPA for an entirely separate procurement process so long as the vendor does not violate the terms of the JPA agreement in response to the RFP (e.g., minimum pricing guarantee). If a vendor offered the products in response to the non-member RFP at a lower cost that

the current JPA contract, a representative of the JPA would reach out to the vendor for an explanation. Our intent is to provide the most competitive pricing available to our members. Our hope would be that the vendor would extend the lower pricing to our members. The representative of the JPA would work with the vendor to determine if the lower pricing warranted an exception to the JPA's minimum pricing guarantee (e.g., long-standing customer, special circumstances, or extremely large sale).

**1.18 Question:** Are there any other JPAs like the Ed Tech JPA?

**Answer:** No. We are not aware of any JPA within California offering similar services as the Ed Tech JPA. School districts routinely have established or joined JPAs for insurance and risk management. A JPA for technology purchasing exists in Oregon; however, because of its structure, California school districts are not able to leverage its contracts without going to formal bid.

**1.19 Question:** Is there any law that prevents a separate JPA from forming?

**Answer:** There is no law that we are aware of that would prevent another JPA from forming. However, JPAs may only be formed by public agencies (for this purpose) and the startup costs are considerable.

**1.20 Question:** On page 4 it talks about a score, is there a score?

**Answer:** The RFP score is based on a pass/fail of each of the essential requirements in each RFP section. There is no other score threshold for this RFP.

**1.21 Question:** What happens to the districts that have purchased through the JPA after five years [the term of the contract awarded through this RFP]?

**Answer:** We would anticipate that the JPA would run a new RFP in 3-4 years in order to have a successor contract in place prior to the expiration date. The 5 year maximum contract term is based on the requirements of Education Code section 17596.

**1.22 Question:** When a JPA member purchases using the JPA contract, is there a vehicle for a longer commitment (multi-year agreement)?

**Answer:** JPA members may sign a contract up to the length of the Master Agreement term. Vendors may embed incentives or discounts into their proposal for longer term contracts. The 5 year Master Agreement maximum term is based on the requirements of Education Code section 17596.

**1.23 Question:** Is the vendor then putting their trust in the JPA to have a successor contract in place?

**Answer:** Yes. The JPA is already planning the schedule for the next cycle of RFPs to ensure successor contracts are in place prior to the expiration of the initial agreements.

**1.24 Question:** Is it possible that districts can avail of this in other states?

**Answer:** Yes. It is possible that public agencies in other states can leverage JPA contracts. Those agencies must check with their own state procurement regulations and legal counsel to determine whether they are eligible to purchase off of a JPA agreement. The JPA is structured to be flexible enough to include those members if they determine that eligibility.

**1.25 Question:** Can charter schools join?

**Answer:** Yes, California charter schools are eligible to join the JPA. All California public agencies are eligible, including community colleges.

**1.26 Question:** Is it the intention to expand the Ed Tech JPA to include Learning Management Solutions (LMS)?

**Answer:** The Ed Tech JPA has already issued an RFP for Learning Management Solutions (LMS). Additionally, the Ed Tech JPA has issued RFPs for Nutrition Management Solutions, Notification System Platforms, Electronic Document Routing Solutions, Classroom Management and Student Online Safety Systems, and Mobile Device Management. A complete list of JPA RFPs and current contracts is available in the Procurement section of the JPA website at <https://edtechjpa.iusd.org/department/procurement>.

**1.27 Question:** Has the LMS RFP been awarded? Have any purchases resulted from the Ed Tech JPA RFP?

**Answer:** The LMS RFP was awarded to: Gabbart Enterprises LLC, Instructure Inc., Itslearning Inc., MGRM Pinnacle, and Schoology Inc.. We are aware of two contract sales that have been made by Instructure, Inc. (Canvas) since the award of the RFP. We are also aware of three sales that have been made as a result of the Nutrition RFP and one sale made as a result of the Electronic Document Routing Solution RFP. For most of the JPA contracts that have been awarded, we are still in the first reporting window (sales are reported quarterly to the JPA). Vendors are not required to report their initial sales off of these contracts until late October.

**1.28 Question:** Can you speak to the modular award? The requirements are separated by module. If a vendor responds to some modules and not others, will their proposal be taken as a whole or will the award for each module be considered separately?

**Answer:** The award will be made based on module. The RFP is designed so that vendors who offer features that meet the essential requirements of a module may be awarded. For example, a vendor who responds to the General/User Experience, Assessment and Items, and Data and Reports modules may be awarded for those modules (excluding the Collaboration module of the RFP).

**1.29 Question:** On page 13, the RFP says that the vendor must include costs associated with functionality from a different platform. Does that mean that all those costs must be itemized even if they are in the base proposal?

**Answer:** The intention of the language on page 13 is to ensure that there are no hidden costs from third-party equipment or software licensing required to operate the provider's proposed products. For example, if grading of paper-based responses required third-party software and the software was not included in vendor's base price, the vendor must list the additional costs in the Optional Services/Solutions Cost portion of the RFP.

**1.30 Question:** What is the meaning of the language on page 15 stating that the JPA will not be obligated to take the lowest cost proposal?

**Answer:** This language is part of standard RFP language that emphasizes the JPA is procuring products and services under 20118.2, which allows public agencies to consider more than just cost in the evaluation of proposals submitted in response to an RFP.

**1.31 Question:** If multiple vendors qualify, then the price is not an issue, correct?

**Answer:** Correct. If more than one vendor meets all of the essential requirements of the RFP, and complies with the RFP terms of competition, both vendors may be awarded. The JPA is not obligated to select only the lowest price of the vendors.

**1.32 Question:** In the sections of the proposal response form that has columns for Yes and No next to the requirement, is all that is expected Yes or No?

**Answer:** Yes. In those sections of the requirements, it is sufficient to indicate Yes or No. The Comments column is provided to allow vendors to explain answers or provide further detail for functionality that is not (or not yet) available in the system. Vendors may use that space to explain a workaround for functionality not available or indicate a release date for planned enhancements that will meet the requirement.

**1.33 Question:** If our legal department has any exceptions to the terms, should we note them?

**Answer:** Yes. Space has been provided in the response form for vendor exceptions to the RFP or proposed agreement terms. The JPA will consider minor modifications. However, for items like the CSDPA, we are unable to accept substantial proposed alterations.

**1.34 Question:** What is the contract term for this RFP?

**Answer:** The term of the agreement resulting from this RFP shall be three years with an option for two, one-year extensions (see section 1.7 of the RFP).

**1.35 Question:** The RFP states that the administrative fee may be increased. Could you explain that section? If this is seen as a partnership, it is interesting that the fee could be increased by the JPA, but vendors cannot increase their fees.

**Answer:** The Ed Tech JPA currently has assigned a 4% administrative fee. The intent of the administrative fee is to cover the operating costs of the JPA. The JPA had significant start up costs in its formation and each RFP carries substantial additional costs to run. The JPA does not currently foresee any need to increase the administrative fee. The fee will be reviewed annually by the JPA Board. If there were a need to increase the fee, vendors would be provided notice and would be allowed to increase their price to pass on the increased cost if desired.

**1.36 Question:** Should the administrative fee be shown on customer POs?

**Answer:** No. The price on the customer PO should match the price listed on the proposal form. The administrative fee should be anticipated/included in the proposed price. It should not be listed as a separate line item on the PO. The JPA is transparent with its members about the administrative fee and its use.

**1.37 Question:** The current termination clause in the contract provides for termination only for non-appropriation of funds. For some of our contracts, we have termination clauses that don't include a reason. What if the vendor wants different termination language?

**Answer:** The JPA Master Agreement and Purchase Agreement were designed to be fair to both public agencies and vendors. Currently, there is a termination for non-appropriation of funds clauses. If vendors would like to alter the termination language, they would need to list that as an exception.

**1.38 Question:** Is the vendor required to pay the 4% even if they have not received payment yet from the JPA member?

**Answer:** Vendors are required to pay the JPA the administrative fee based on quarterly sales. For example, for all sales made July through September, the administrative fee would be due to the JPA by the end of October. If a vendor made a sale during that window, but has not yet received payment from the JPA member, the JPA would consider an extension on the administrative fee due until the member had paid the vendor.

**1.39 Question:** If the vendor submits a price in the proposal, and an existing customer has a contract with lower pricing than what was submitted, does that cause a problem with the JPA pricing?

**Answer:** If the lower pricing is for an existing customer, there is no conflict with the JPA pricing.

**1.40 Question:** Can we ask further questions?

**Answer:** Yes. The deadline for submission of written RFIs is September 19th at noon. All RFIs must be directed to Michelle Bennett at MichelleBennett@iusd.org. Responses to questions will be posted by September 25th. We will make our best effort to post most responses within a few days of receipt. Proposals are due October 2nd.

**1.41 Question:** Can you explain the RFP requirement around adaptive assessment plans, including importing and exporting?

**Answer:** The intent behind this non-essential criteria is that a Participating Associate Member would be able to import assessments, individual questions, formatting, and data (such as student scores) from a previous assessment system. Participating Associate Members should also be able to export assessments, individual questions, formatting, and data from the awarded Solution to another assessment system, in the event that another solution is used along with the awarded Solution or after the expiration of the awarded contract. If a Solution meets part of this criteria please describe which part(s) are met in the Notes section.

\*\*Answer updated September 30, 2019