

**Request for Information No. I**  
**RFP No. 21/22-01 Facilities and Resource Management**  
*September 14, 2021*

**Response to Proposers' Questions**

1.1           **Question:** Will this RFP be awarded for multiple members or just Irvine Unified School District and Clovis Unified School District?

**Answer:** The multiple award aspect of the RFP refers to awarding the RFP, and establishing piggybackable master agreements, with multiple vendors. Ed Tech JPA has a diverse membership with very different needs in the area of Facilities Management. Ed Tech JPA offers multiple awards so its members can easily leverage contracts for the vendors that best meet their needs. Ed Tech JPA's Facilities and Resource Management RFP team will review Vendor Proposals and award to Vendors who comply with all terms and conditions (no substantial exceptions) and meet all essential requirements. Essential requirements are denoted in the RFP with double asterisks and green highlighting.

Ed Tech JPA members will be able to choose from among the awarded vendors, and can leverage the agreement at any time during the term of the JPA Master Agreement, without having to issue a new RFP.

1.2           **Question:** Can Vendors just respond to the sections we would like to apply for, not necessarily the whole RFP?

**Answer:** Yes. Ed Tech JPA's Facilities and Resource Management RFP team will review Vendor Proposals and award to Vendors who comply with all terms and conditions (no substantial exceptions) and meet all essential requirements. Essential requirements are denoted in the RFP with double asterisks and green highlighting.

Vendors should also answer non-essential criteria (blue highlighting) to the best of their ability. Ed Tech JPA members vary in size from 1,500 ADA to 600,000 ADA, and have different needs. Ed Tech JPA will make all prevailing Proposals available to members for review. Members will determine what requirements are most important to them and use the information in Proposals to determine which Vendor best fits the needs of their organization.

Vendors who meet all essential requirements (green, double asterisks) and agree to the terms and conditions will be considered for award. Non-essential criteria (blue) are optional. Vendors are encouraged to respond to non-essential criteria so member districts can make a determination regarding which solution is the best fit for their needs.

Additionally, the RFP is sectioned into different modules. All vendors must respond to essential requirements in Section 3.1 to be awarded for sections 3.2 and/or 3.3. Essential requirements for

sections 3.2 - 3.6 are required only to be considered for award in those specific sections. For example, if a vendor agrees to all terms and conditions and meets all essential requirements for sections 3.1 - 3.4, but not for sections 3.5 - 3.6 they will be awarded for sections 3.1 - 3.4. Below is an example of a possible award scenario.

Vendor	3.1 General	3.2 Internal User Resource Reservation	3.3 External User Resource Reservation	3.4 Facility Resource Management	3.5 Work Orders	3.6 Integrated Resource Management
Vendor A	Yes	Yes	Yes	Yes	Yes	Yes
Vendor B	Yes	Yes	Yes	No	Yes	No
Vendor C	Yes	Yes	Yes	No	No	No

JPA members have varying needs, and some may require services for only some modules included in this RFP. Members will evaluate Proposals based on their specific needs, so please include a clear description of what your solution offers.

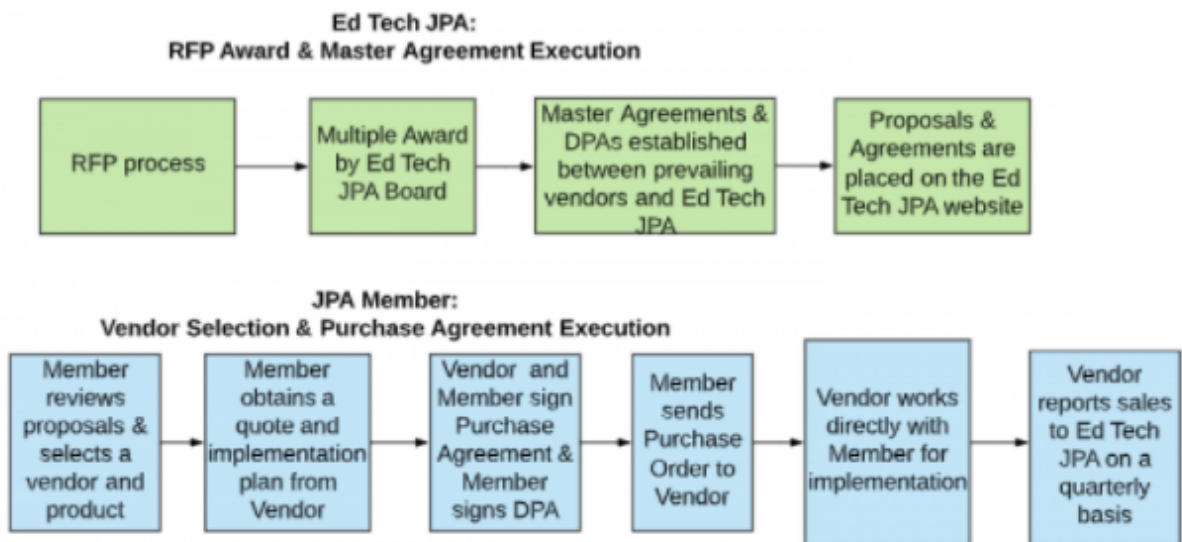
1.3 **Question:** If a Vendor is awarded for the RFP what is the process to enter into agreements then and at any time during the term of the contract?

**Answer:** Awarded Vendors will be invited to enter a Master Agreement and Data Privacy Agreement with Ed Tech JPA. These agreements can be leveraged by Ed Tech JPA members at any point during the life of the contract (typically 3 - 5 years). When members desire to use the negotiated JPA agreement the Vendor and member will sign a Purchase Agreement and do business directly with each other.

For example: if Vendor A, B & C were awarded by Ed Tech JPA they would all finalize Master Agreements, Data Privacy Agreements, and negotiate the terms of Purchase Agreements. If IUSD then determined that Vendor A was the best fit for its needs it would enter into a Purchase Agreement directly with Vendor A with no need to issue or run a formal procurement. If two years later Clovis USD determined that Vendor A was also the best fit for its needs Clovis IUSD would go through the same process by signing a Purchase Agreement directly with Vendor A.

Eligible entities (all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA) can join Ed Tech JPA and leverage Ed Tech JPA agreements with awarded vendors. The JPA is happy to help onboard eligible entities that vendors refer to us. It is free and a relatively simple process for eligible entities to join Ed Tech JPA and leverage vendor agreements.

- The **Master Agreement** is an agreement between the vendor and Ed Tech JPA related to the terms of the award and contracting with members. It includes pricing information from the Proposal.
- The **Standard Student Data Privacy Agreement** is an agreement between the vendor and Ed Tech JPA related to student data privacy. Vendors are required to sign Exhibit E, which allows other entities within California to leverage the same contract terms.
- The **Purchase Agreement** is an agreement between the vendor and a member of Ed Tech JPA. Ed Tech JPA negotiates the terms of these contracts, but they are not complete and are unsigned when posted to our password-protected members-only website. When a member determines that they would like to purchase a product, they insert the Quote and/or Implementation Plan in Exhibit A and obtain signatures. This is not a valid contract until both the vendor and member have signed it, and any required board approval by member has been obtained. Vendors and Members can enter into a Purchase Agreement at any time during the term of a Master Agreement.



1.4 **Question:** Is there a certain percentage of sales that the JPA takes?

**Answer:** Yes. The JPA receives an administrative fee on every sale. The intent of the Administrative Fee is to assist Ed Tech JPA in covering operating costs, including the cost to advertise the RFP, as well as staff time and legal costs associated with the development, administration, and negotiation of the RFP and resulting contracts. The Administrative Fee is not intended to create a profit to Ed Tech JPA or any of its members. Ed Tech JPA has assumed significant operating costs, and hopes that in future years, as we continue to grow and have abated the start-up costs, the Board will be able to lower the Administrative Fee. Since its inception Ed Tech JPA has lower the Administrative Fee for vendors whose gross sales exceed two million dollars (\$2,000,000.00) as follows:

Sales Amount*	Administrative Fee**
\$1 - \$1,999,999.00	4%
\$2,000,000.00 - \$3,999,999.99	3.5%
\$4,000,000.00 and above	3%

\*The fiscal year term is July 1 - June 30.

\*\*Sales are the annual gross amount received directly or indirectly by Vendor in relation to any Participant Agreement with Vendor based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.

\*\*\*Any discounted Administrative Fee shall be applied to Sales in the quarter after the minimum threshold has been met. Discounted Administrative Fees shall revert to four percent (4%) after the minimum threshold is no longer met.

1.5 **Question:** Our company does not charge a fee for our product, we just have a service fee. The Administrative Fee would come from that service fee, correct?

**Answer:** The Administrative Fee applies to the annual gross amount received directly or indirectly by Vendor in relation to any Participant Agreement with Vendor based on an award under the RFP, including any Additional Services, or agreement extensions or renewals. If a Vendor charges only a service fee the Administrative Fee would apply only to the service fee. If a Vendor charges only a licensing fee the Administrative Fee would apply only to the licensing fee. If a Vendor charges both a licensing fee and a service fee the Administrative Fee would apply to both.

1.6 **Question:** The submission is a written, electronic submission, correct?

**Answer:** Yes, Vendor should submit:

- (1) Master Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
- (1) Additional Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
- (1) Electronic Proposal on CD or Flashdrive.

Proposals must be received no later than 12:00 pm PST on Friday, October 8, 2021. Please see section 3.2 of the RFP for additional details.

1.7 **Question:** How many copies do you need?

**Answer:** Vendor should submit:

- (1) Master Bound Hardcopy Proposal in a binder that allows for easy removal of pages.

- (1) Additional Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
- (1) Electronic Proposal on CD or Flashdrive.

Proposals must be received no later than 12:00 pm PST on Friday, October 8, 2021. Please see section 3.2 of the RFP for additional details.