

Request for Information No. III
RFP No. 21/22-02 Human Resources and Substitute Management Systems
November 22, 2021

Response to Proposers' Questions

3.1 **Question:** What are the projected Go-Live/Launch dates for the following modules?

Module	Projected Go-Live/Launch Date
3.1 Employee Absence Management	
3.2 Substitute Management	
3.3 Core Human Resources System	
3.4 Human Resources Forms and Workflow	
3.5 Additional Pay and Stipends	
3.6 Reporting Vendor	

Answer: Each Ed Tech JPA Member has unique needs related to product needs and timing. Ed Tech JPA Members may contract with awarded vendors at any point during the Master Agreement between Ed Tech JPA and the awarded Vendor.

Irvine USD may be interested in a contract related to employee absence management, and substitute management in summer 2022. The timeline for IUSD's selection and implementation of a Human Resources system, Human Resources forms and workflow, and additional pay and stipends has not been determined.

3.2 **Question:** Can the proposal be submitted electronically?

Answer: Vendors must 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 shall be submitted in a sealed box/envelope and shall be clearly marked: "Response to RFP 21/22-02 Human Resources and Substitute Management Systems."

Proposals shall be submitted to:

Ed Tech JPA
% Irvine Unified School District
Purchasing Department
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604

Please see the Section 3 of the RFP and Addendum No. I for additional details.

3.3 **Question:** Are electronic signature (such as DocuSign) acceptable for all forms?

Answer: Ed Tech JPA accepts electronic signatures such as DocuSign. However, our Members may have different requirements. For example, Irvine USD does not accept electronic signatures and requires hand-written "wet" signatures on Ed Tech JPA agreements that they execute, such as Purchase Agreements and Exhibit E of the Standard Student Data Privacy Agreement.

3.4 **Question:** Will there be an opportunity to negotiate the Master Agreement?

Answer: Terms within the Master Agreement are negotiable. It is preferable for Vendors to submit desired redlines with their proposals to give our legal team an idea of what to expect after award. After award successful vendors are contacted and may start the negotiation process. Award is contingent upon successful contract negotiations.

3.5 **Question:** Is the Administrative Fee negotiable?

Answer: The Administrative Fee is reviewed and set annually by the Ed Tech JPA Board of Directors. The Ed Tech JPA does not negotiate different Administrative Fees for each agreement. 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. The Board meets every January to review the Administrative Fee. Since its inception Ed Tech JPA has lowered the Administrative Fee for vendors whose gross/total sales leveraging JPA contracts exceed two million dollars (\$2,000,000.00) as follows:

Sales Amount*	Administrative Fee**

\$2,000,000.00 - \$3,999,999.99	3.5%
\$4,000,000.00 and above	3%

The Administrative Fee applies to contracts where the JPA agreements resulting from JPA-run procurements are used, whether the Member is a new or existing customer of Vendor. If a JPA member leverages an agreement not negotiated through the JPA or resulting from a JPA-run procurement the Administrative Fee does not apply. Members are not required to use JPA agreements, however many prefer to do so to avoid running their own procurements. California Education Code Section 17596 limits contract length to five (5) years, so many Members may need to leverage procurements to contract for products they previously/currently purchase. Using Ed Tech JPA agreements also saves Vendors from responding to multiple RFPs and negotiating contract terms with several separate entities, allowing them to streamline the process. The Administrative Fee does apply to renewals of JPA agreements. For example: An Ed Tech JPA Member that is currently a customer of Company A, but is approaching the bid limit elects to use the agreement negotiated between Ed Tech JPA and Company A would result in an Administrative Fee. For example: An Ed Tech JPA Member that desires to purchase products from Company A, but the total amount will be below the bid limit, decides not to leverage Ed Tech JPA agreements would not result in an Administrative Fee.

3.6 **Question:** How long does the Admin Fee carry out?

Answer: The Administrative Fee does apply to contract renewals and is valid for the life of the contract (4% per year unless the threshold for a lower fee is met).

3.7 **Question:** Is pricing for vendors public?

Answer: Ed Tech JPA does not make Vendor pricing public. Ed Tech JPA does post Vendor proposals, pricing, and negotiated agreements on members-only password-protected webpages. However, the JPA is a public agency and is subject to the California Public Records act. If a public records request is submitted Ed Tech JPA is compelled to provide information that is not considered proprietary, just like any other public agency. When Ed Tech JPA receives a public records act we reach out to allow vendors the chance to redact proprietary info. Please be advised that our legal experts have advised that pricing is not considered proprietary and would need to be disclosed if specifically requested. Vendor agreements, including Quotes, with members are not submitted to Ed Tech JPA, so if a party wanted that information they would need to submit a public record request to the Member who already has that detailed information.

3.8 **Question:** Is Irvine USD interested in purchasing additional products, aside from substitute management and employee absence tracking?

Answer: Irvine USD's agreement for our current absence tracking and substitute management systems is set to expire in the spring, and it is interested in establishing a new procurement vehicle to the Vendor that best meets its needs. Irvine USD also has potential interest for a core Human Resources system, including Human Resources forms and workflow, additional pay and stipends, and reporting. Irvine USD's timeline for the aforementioned modules is not immediate.

3.9 **Question:** We usually prefer to meet with potential customers and discuss their specific needs with them prior to contracting. How does that work with the JPA Agreements?

Answer: Ed Tech JPA drafts RFPs with essential requirements that may apply to all members and are intentionally broad. Non-essential criteria are not required for award, but will help individual members determine which Vendor (or group of Vendors) may be the right fit for their needs. After award Ed Tech JPA establishes a Master Agreement and Data Privacy Agreement with the JPA and negotiates a Purchase Agreement for Member use. Members, such as Irvine USD then review awarded vendors and begin their vetting process, which may include discussions and demonstrations. This allows Members to have more flexibility in this part of the process to find the Vendor that best meets their needs, as well as simplifying the process for Vendors when Members are ready to purchase.

3.10 **Question:** Are you able to share what other vendors/partners are also interested in this?

Answer: A list of Pre-Proposal Conference Attendees has been posted to the website. We often are not aware of Vendors' interest until proposals are due.

3.11 **Question:** Is the purpose of the JPA to streamline pricing?

Answer: The purpose of the JPA is to establish Master Agreements that any public agency can leverage without going through a lengthy and costly procurement process. Streamlined pricing is beneficial to members when comparing costs of possible providers.

3.12 **Question:** We see many modules available through this RFP. Would we need to think of all possible pricing scenarios when proposing?

Answer: Vendors may break pricing down by module and available bundles. All available individual modules must be listed on the pricing form to be made available to Members through this procurement. If additional discounts apply to bundled pricing please make a note of this on the pricing form. Ed Tech JPA also recommends offering tiered pricing (typically this is based on user number, but can be structured as the Vendor prefers). If there is no flat rate for specific products, such as installation, hourly rates may be proposed. The pricing form becomes a menu of options for member and Members can let Vendors know which modules they are interested in.

3.13 **Question:** Can you grant partial award?

Answer: Yes. Please refer to RFI No. 2.3 for more detailed information.

3.14 **Question:** Who would coordinate efforts with vendors for purchases, Ed Tech JPA or individual members?

Answer: Typically Members engage directly with awarded Vendors. Ed Tech JPA is not involved in individual module selection with Members, implementation, or payment. Ed Tech JPA facilitates that procurement process and contract negotiations. When contracts are ready for use Members typically contact Vendors directly to obtain Quotes and execute previously negotiated Purchase Agreements.

3.15 **Question:** How are you continuing to grow the JPA?

Answer: The majority of members have joined Ed Tech JPA resulting from discussions with other Ed Tech JPA members. We promote the JPA several ways, including (1) partnerships with professional membership organizations, including CITE and CASBO, (2) direct communication through our website, videos and webinars, (3) presentations at regional or job-alike meetings in K-12 technology, and (4) newsletters and other communications with our current members about available contracts. We have also partnered with some vendor partners to present at their user conferences or to connect directly with prospective customers. During the week of 11/15, Ed Tech JPA presented and exhibited at the annual CITE conference in Sacramento.

3.16 **Question:** In order to allow us to comprehensively respond to the RFP, would JPA consider extending the proposal due date by 6 weeks to January 7, 2022?

Answer: Ed Tech JPA can extend the proposal due date until 12:00pm on January 11, 2022. We have also extended the deadline for submission of questions to 12:00pm on December 13. Please see Addendum No. I for details related to the RFP timeline.

3.17 **Question:** Given the extensive nature of this proposal, we formally request additional time to review the RFP and submit thorough questions, as well as a an extension on the response due date. We would like to respectfully request a 45-60 day extension to put together a response that we feel will meet your expectations and the standards of our company.

Answer: Ed Tech JPA can extend the proposal due date until 12:00pm on January 11, 2022. We have also extended the deadline for submission of questions to 12:00pm on December 13. Please see Addendum No. I for details related to the RFP timeline. Unfortunately, due to heavy volume of annual contract renewals and staff workload during the busy season, we are unable to extend the due date beyond this date. We hope that an additional five weeks, for a total of eleven weeks is enough time for Vendors to respond.