Request for Information No. IV
RFP No. 19/20-06 College and Career Planning Platform
April 22, 2020

<u>**Response to Proposers' Questions**</u>

4.1   **Question**: With regards to item 2.2.6 "Describe Vendor support for disaster recovery of the complete solution in the instance of data corruption, complete data failure, complete server failure, or complete site failure. Provide evidence of comprehensive disaster recovery meeting.", it appears there are words missing from the final sentence following the word "meeting". Please clarify.

        Answer: We apologize for the error. The RFP requirement should read, "Provide evidence of comprehensive disaster recovery **planning**." An Addendum to the RFP has been posted to reflect the correction. Evidence may include links to the Vendor's disaster recovery plan, descriptions of backup and restoration procedures that would minimize risk of data corruption or server/service failure, and/or information on key redundancies designed to ensure system availability.

4.2   **Question**:What is Ed Tech JPA's relationship with Irvine United?

        Answer: For the purposes of this question Ed Tech JPA will assume the relationship in question is between Ed Tech JPA and Irvine Unified School District (IUSD). IUSD is one of the five founding members of Ed Tech JPA. IUSD's Chief Technology Office is one of the five board members and is currently serving as the President of Ed Tech JPA.
        For the purposes of this RFP, Ed Tech JPA will evaluate RFPs on a pass/fail basis. Prevailing vendors will be awarded at an Ed Tech JPA board meeting, and agreements will be established following award. IUSD will evaluate prevailing vendors on a point system and may request vendor demonstrations and/or pilots to determine which vendor best fits its needs. If IUSD selects a Vendor to contract with, it will obtain approval to leverage the Ed Tech JPA Purchase Agreement at an IUSD board meeting. Please see RFI No. 2.6 for a chart highlighting this process.

4.3   **Question**: Who will be implementing the College and Career Planning Platform?

        Answer: Ed Tech JPA will make Proposals and Agreements for all prevailing vendors available to all Ed Tech JPA members. Irvine Unified School District has an immediate need for a College and Career Planning Platform, and anticipates implementing the prevailing Vendor that best meets its needs. Throughout the term of the resulting Master Agreement additional Ed Tech JPA Members ("Members") may have needs for College and Career Planning Platforms and elect to leverage a Purchasing Agreement with the Vendor who best fits their needs. The Ed Tech JPA currently has 35 school district and county office of education members serving approximately 580,000 students.

4.4   **Question**: What is the evaluation criteria? Is there a rubric?

Answer: The rubric for evaluating the RFP will be based on the criteria in Attachment 1 of the RFP. Please see RFI No. 2.3 for the basic structure of the rubric Ed Tech JPA plans to use to evaluate this RFP.   Vendors must minimally meet all essential requirements (denoted with green shading and "**") in a section to be awarded for that section of the RFP.

4.5   **Question**:Organizational speaking, should the submission be in the order of the checklist or the table of contents?

Answer: The Table of Contents refers to the full Request for Proposals. Proposals should submit applicable documents in the order listed in the Proposal Submission Checklist. A response template has been provided and Vendor's may use the template as a guide for organizational purposes. The order of documents will not affect a Vendor's score.

4.6   **Question**: How many buildings (middle and high) will require licenses?

Answer: Each Ed Tech JPA Member will have varying numbers of buildings and will have different needs. Members will evaluate Proposals based on their specific needs, so please include a clear description of what your Solution offers. If pricing varies based on the number of buildings, Ed Tech JPA suggests offering different pricing tiers to clearly reflect pricing differences.
IUSD anticipates at least purchasing licensing for our six high schools (approximately 10,500 students). Depending on the features of the selected solution, and budget availability, IUSD may also purchase licensing for our middle schools (10 additional sites, approximately 6,150 students).

4.7   **Question**: How many licenses in total is desired?

Answer: Each Ed Tech JPA member will require different numbers of licenses.   Members will evaluate Proposals based on their specific needs, so please include a clear description of what your Solution offers. If pricing varies based on the number of licenses, Ed Tech JPA suggests offering different pricing tiers to clearly reflect pricing differences.
IUSD anticipates at least purchasing licensing for our six high schools (approximately 10,500 students). Depending on the features of the selected solution, and budget availability, IUSD may also purchase licensing for our middle schools (10 additional sites, approximately 6,150 students).

4.8   **Question**: What SSO method is used by the schools?

Answer: Each Ed Tech JPA member may use different single sign on solutions (SSO).   Members will evaluate Proposals based on their specific needs, so please include a clear description of what your Solution offers and which SSOs it integrates with.
IUSD anticipates integrating authentication with active directory. IUSD is able to accommodate single-sign on through SAML, Google Authentication, Clever integration or Canvas Integration.

4.9   **Question**: What SIS is used by the schools?

        Answer: Each Ed Tech JPA member may use different student information systems (SIS's). Members will evaluate Proposals based on their specific needs, so please include a clear description of what your Solution offers and which SIS's your Solution integrates with.
        IUSD utilizes Aeries Information Systems as a SIS.

4.10   **Question**: How many on-site training days are desired?

        Answer: Each Ed Tech JPA Member may desire a different number of training days and will have different training approaches. Members will evaluate Proposals based on their specific needs, so please include a clear description of what your Solution offers. Often Vendors list training days at a cost per day on the One-Time Costs Form and allow Participating Associate Members to select the number of desired days.
        IUSD anticipates requesting at least one training day for the implementation of a new College and Career Planning Platform, however the number of training days may vary depending on the familiarity of staff with functionality of the selected Solution.

4.11   **Question**: How many dedicated webinar trainings are desired?

        Answer: Each Ed Tech JPA Member may desire a different number of dedicated webinar trainings and will have different training approaches. Members will evaluate Proposals based on their specific needs, so please include a clear description of what your Solution offers. Please be clear about any cost associated with webinar trainings, including any cost based on the number of webinar trainings.
        IUSD anticipates requesting monthly webinar trainings for the implementation of a new College and Career Planning Platform, however the number of webinar trainings may change depending on the familiarity of staff with functionality of the selected Solution. The monthly webinars could start with introductory training and extend to hosted question and answer sessions over time.

4.12   **Question**: With regards to mandatory item 3.3.9, please provide clarification and/or use case for the stated requirement: "Describe criteria used to evaluate career recommendations".

        Answer: Criteria No. 3.3.9 means that Vendors should describe what criteria the Solution uses to recommend potential careers to students (ie: assessment questions, course registration, student interest surveys). Please list what criteria the proposed Solution uses to make career recommendations for students.

4.13   **Question**: Provision 1.12 Ed Tech JPA Administrative Fee states, "Vendor agrees to pay Ed Tech JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Purchase Agreement with Vendor based on an award under the RFP, including any Additional Services, or agreement extensions or renewals."

○ Can you clarify how the 4% will be calculated and if it is adjustable during the term of an agreement?

Answer: The Administrative Fee is calculated as four percent (4%) of the annual gross amount invoiced of any Participant Agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals (Ex: If Vendor sells $100,000 to a Participating Associate Member, the Admin Fee would be $4,000). The intent of the administrative fee is to cover the operating costs of Ed Tech JPA. Ed Tech 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. The Ed Tech JPA Board recently approved the below discount to the Administrative Fee, based on Vendor volume of sales.

"Vendors whose gross sales exceed two million dollars ($2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

Sales Amount*	Administrative Fee**
$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 invoiced of 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."

○ For a multi-year agreement, is this fee subject to change during the term of a contract?

Answer: Ed Tech JPA reserves the right to change the Administrative Fee during the term of a contract. Ed Tech JPA recently lowered the Administrative Fee, based on volume of sales by Vendors. The goal is that any changes to the Administrative Fee would result in lower Administrative Fees for Vendors. Please see above for details.

○ Can you share how the 4% will be allocated among the Ed Tech JPA Founding Members and/or Associate Members?

Answer: The intent of the administrative fee is to cover the operating costs of Ed Tech JPA. Primarily, administrative fees will be used to cover the costs of procurement, including advertising, preparing and publishing the RFP, legal review of the RFP, and legal fees associated with contract negotiations. The Ed Tech JPA is a public, government agency. The Administrative fees are therefore

also used to cover mandated operating expenses, such as insurance, auditing, and fiscal reserve requirements. The Bylaws of the JPA also allow for the Founding Members to receive a limited amount of the Administrative Fees to reimburse them for their direct expenses, time and other contributions to the Ed Tech JPA. However, we are not exercising that option at this time (all Admin Fees are going to mandated operating costs or procurement expenses).

4.14   **Question**: Provision 1.12 Ed Tech JPA Administrative Fee states, "In the event Ed Tech JPA's operating costs increase, the Administrative Fee is subject to increase to offset such increased costs."
○   Is there a cap on the increase and if notice will be provided?

      Answer: There is not currently a set cap on a potential increase, however the goal of Ed Tech JPA is not to increase the Administrative Fee, and that any changes would result in lowering the Administrative Fee. 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.

○   Will this increase apply to existing contracts or just new contracts?

      Answer: The Ed Tech JPA will make every effort not to increase the Administrative Fee. If an increase is necessary, the increase would apply only to renewals and new contracts that begin after the increase is effective.

4.15   **Question**: Provision 1.12 Ed Tech JPA Administrative Fee states, "Vendors are not responsible for paying an Administrative Fee for purchases made by existing customers that do not use the Ed Tech JPA Contract in any manner and whose contracts do not rely on any competitive procurement performed by Ed Tech JPA."
○   Does this mean that any public entity looking to purchase our solution can do so without going through the Ed Tech JPA contract, regardless of their following status:
■   Member of Ed Tech JPA
■   Non-member of Ed Tech JPA
■   Existing customer
■   New customer

      Answer: Provision 1.12 is intended to clarify the status of "legacy customers." If a customer has a pre-existing relationship with the Vendor, they do not need to use the Ed Tech JPA contract even if they are a Member. The Ed Tech JPA does not intend to charge Administrative Fees for customers who already have existing agreements with the Vendor before the JPA Agreement is finalized. However, if the customer requires a public procurement (if the contract exceeds the bid limit) and they choose to piggyback off of the JPA procurement, then they must use the JPA Agreement (Administrative Fee would apply) or run their own competitive procurement (Administrative Fee would not apply).

Ed Tech JPA does not require its Members to make purchases through Ed Tech JPA. The goal of Ed Tech JPA is to streamline procurement, resulting in less time and money spent by Vendors and Members on the procurement process. Members leverage Ed Tech JPA agreements in an effort to spend less time

procuring Solutions, and more time implementing a Solution, resulting in a stronger adoption. The Minimum Price Guarantee has been implemented to ensure the Vendors do not intentionally undercut the Fees offered through Ed Tech JPA and offer incentive to Members not to leverage Ed Tech JPA agreements.

4.16   **Question**: Provision 1.13 Minimum Price Guarantee, "Eligible Entities include all California public school districts, county offices of education, and community college districts, and any other public agency in California 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 an individual school within a member district purchase through the JPA contract?

        Answer: Ed Tech JPA does not restrict it's member's purchasing options. If an individual school wishes to purchase the Solution they need to work with their district and comply with all of their district's requirements. The Member (typically a school district or county office of education) would work with the selected vendor to process the agreement for that school only.

4.17   **Question**: Provision 1.6 Master Agreement states, "Vendors must report to Ed Tech JPA any sales of products included in the Master Agreement to Associate Member Agencies, regardless of whether those agencies used the Ed Tech JPA Master Agreement, excluding renewals of pre-existing contracts. Reports must be submitted for the Quarters and within the timeline outlined i n section 1.14 of this RFP and in section 15.B. of the sample Master Agreement attached hereto as Appendix A. Vendors must remit a copy of all Purchase Agreements, including renewals and amendments, to Ed Tech JPA within 30 days of request by Ed Tech JPA. Vendors participating in this RFP agree to a standing audit by the Ed Tech JPA for all products included in the Master Agreement."
  ○   What is the intent to monitor contracts that are outside of the Ed Tech JPA Master
        Agreement?

        Answer: The Ed Tech JPA requires that Vendors report all sales utilizing the JPA procurement. Additionally, the JPA requires that Vendors share information (upon request) about any new contracts initiated with our Members (listed here) that do not leverage the JPA Agreement. The Ed Tech JPA exists to streamline the purchasing process for both educational agencies and vendors. The Ed Tech JPA's intention for monitoring is to support a successful partnership, assess the effectiveness of our own communications with educational agencies, and ensure that Vendor partners are not deliberately steering members away from the contract vehicle negotiated by our consortium of 35 organizations.

4.18   **Question**: Provision 1.7 Period of Performance states, "The term of the Master Agreement resulting from this RFP shall be three (3) years. The Master Agreement may be extended for up to two additional one (1) year terms beyond the original term, for a total of up to five (5) years. Purchase Agreements entered into by participating Associate Members and Vendor shall be subject to a maximum contract length of 5 years, or may be shorter, as the parties elect.
  The parties understand that Participants ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the

Master Agreement shall not affect Vendor's obligation to deliver Products ordered by Participants before the expiration of the Master Agreement."

  ○ If a district and/or school opts to purchase our solution with a multi-year contract through the Ed Tech JPA agreement in the 3rd year of the contractual term, how does this work in terms of the maximum purchase agreement only being 5 years in length?

Answer: In this situation a Vendor and Participating Associate Member would work together to determine the length of the agreement. School district agreements are limited to five year terms, pursuant to Education Code Section 17596. The intent of this clause is to allow Vendor flexibility in the length of agreements resulting from this RFP.   Vendors who wish to limit terms of agreements to the term of the Master Agreement may elect to do so (in the past vendors have expressed concern about offering proposed pricing for over five years). Vendors who wish to offer their proposed Solutions at the prices listed in their Proposals for over the five year term may do so. Please see Clarifying Questions 2.6 - 2.8 for additional clarification.

  ○ How would the affect the terms of said contract?

Answer: Please see Clarifying Questions 2.6 - 2.8.

4.19   **Question**: What community colleges are involved/participating in the evaluation process?

Answer: Currently there are no community colleges planning on participating in the evaluation process for this RFP. Community Colleges, however, are eligible to join the Ed Tech JPA. Please keep in mind that Ed Tech JPA evaluates proposals for award by Ed Tech JPA only (typically a multi-award). After award by Ed Tech JPA, Ed Tech JPA members who are interested in purchasing a College and Career Planning Platform will do their own, separate evaluation of the prevailing Solutions. Please see RFI No. 2.6 for a chart highlighting this process.

4.20   **Question**: What county offices are involved/participating in the evaluation process?

Answer: Currently there are no county offices of education planning on participating in the evaluation process for this RFPs. Please keep in mind that Ed Tech JPA evaluates proposals for award by Ed Tech JPA only (typically a multi-award). After award by Ed Tech JPA, Ed Tech JPA members who are interested in purchasing a College and Career Planning Platform will do their own, separate evaluation of the prevailing Solutions. Please see RFI No. 2.6 for a chart highlighting this process. A list of current County Office agencies that are Members of the Ed Tech JPA are available [here](#).

4.21   **Question**: Are you able to provide the organizations/institutions, names and titles of the team members who will be on the review / evaluation committee?

Answer: In the interest of privacy Ed Tech JPA does not release the names of individuals participating in RFP scoring. Please see RFI No. 2.12 for information for the staff roles who will be involved in scoring this RFP.

4.22   **Question**: Is it acceptable to the institution to include responses once and then refer to a previous response if the information is going to be duplicative to content we have already included?

      Answer: Yes. If an answer is duplicative Vendors may refer to their previous response. Vendors should be specific and refer to the exact criteria number their response mirrors (Ex: See number 1.6) and the exact page number in the response where the information is available. Vague responses such as "See Above" or "Refer to Vendor Agreement" may be considered non-responsive.

4.23   **Question**: Will JPA accept 3, 4 and 5 year pricing options?

      Answer: Yes. Vendors may offer tiered pricing based on their preferred criteria. If a Vendor wishes to offer tiered pricing based on term length they may do so. Often vendors offer pricing with a price inflator (Ex: 3% increase per year).

4.24   **Question**: Would Ed Tech JPA kindly clarify if RFP No. 19/20-06 College and Career Planning Platform is the first solicitation of its kind released under its aegis?

      Answer: This is the first RFP that Ed Tech JPA has solicited for College and Career Planning Platforms. The Ed Tech JPA has completed eleven RFPs in the past for a variety of educational and business software programs. A full list of RFPs solicited by Ed Tech JPA may be found on the website at https://edtechjpa.iusd.org/procurement/current-procurements.

4.25   **Question**: Is the expectation that going forward, all the participating members will only purchase goods and services from the vendors who will be selected based on the results of RFP No. 19/20-06?

      Answer: Please refer to RFI No. 2.2.

4.26   **Question**: Furthermore, will only the vendors on this list be invited to respond to future RFPs or will the individual districts continue to release tenders publicly?

      Answer: The goal of Ed Tech JPA is to streamline the procurement process. JPA members typically elect to purchase products that meet their needs that are offered through Ed Tech JPA, rather than duplicate the procurement process. However, Ed Tech JPA does not prohibit its members from issuing their own procurements or purchasing through other means, if they desire. When Ed Tech JPA reissues a RFP for College and Career Planning Platforms (this would typically be done prior to the expiration of the agreements resulting from this RFP), it will include both prevailing vendors and other vendors in the market at that time.

4.27   **Question**: Would Ed Tech JPA be able to share its long term vision, plans for expansion, and key goals for the next five years? This information would greatly help us understand the strategic vision of Ed Tech JPA in the state of California.

Answer: The Ed Tech JPA was formed in 2019 to streamline procurement, create cost savings, and provide competitively negotiated, privacy-compliant contracts for educational agencies within California. In the short time since we started this work, the Ed Tech JPA has grown to represent 35 public agencies and almost 600,000 students. Our list of current Members may be found at https://edtechjpa.iusd.org/about/our-ed-tech-jpa-members. Over the next two years, the JPA aims to continue to grow membership and our available contracts, issuing 5-7 new RFPs per year based on member demand.   Marketing efforts for the JPA kicked off in November 2019 at the CITE Conference. In the two months that followed the presentation at the conference, our membership doubled. The JPA is currently surveying our members for potential additional services from the Ed Tech JPA, including virtual vendor fairs and training. Despite the disruption of COVID-19, the JPA is continuing to add new members and will be expanding our marketing efforts in the coming months (including a virtual CASBO presentation).

4.28   **Question**: Would the Ed Tech JPA please touch upon some of the benefits to vendors for being on the list. For example, do you assist with cross-promotion and training?

Answer: The key benefits for Vendors include streamlined procurement, reduced time spent in contract negotiations, increased time for implementation and training, and increased marketing reach and brand recognition.

Procurement and Contracting Time: A typical school district or County Office RFP takes about six months from start to finish. Small delays in the procurement timeline or hangups in the contracting process can lengthen this process even further. Ed Tech JPA issues a single RFP for our Members (currently 35 school districts and County Offices and growing). Those agencies can select from among our awarded Vendors and have the confidence that the procurement and resulting contract have been reviewed and approved by Fagen Friedman & Fullfrost, LLC , a legal firm known for their privacy and technology expertise. This typically condenses the procurement and selection process for Members from over six months to less than one (the time it takes for the Ed Tech JPA Member to submit the Vendor contract to their Board of Education for approval if needed).   Vendors also can benefit from having a single, standard agreement (without independent negotiations for each agency).

Implementation and Training Time: Typically, as a procurement process stretches on, implementation dates remain fixed. The window for completing configuration, data integration, training, and other implementation tasks often gets compressed to compensate for a lengthy RFP process. The easy procurement process with the JPA allows Vendors to begin implementation planning months before a traditional procurement process would allow, increasing the likelihood of a successful contract and a strong relationship with the customer.

Brand Recognition and Marketing Reach: Ed Tech JPA partners are listed on our website. Members can quickly connect with you as soon as they have an interest. In addition, the Ed Tech JPA includes our Vendors in our marketing efforts. We send quarterly updates to our Members sharing newly available contracts and other resources. We also feature our Vendor Partners in our marketing presentations and materials at events hosted by CITE, TSC and CASBO. At the request of some Vendors, Ed Tech JPA staff and Board Members have joined Vendors at conferences and webinars to share information about the Ed Tech JPA and help prospective members join.   Our team often receives

referrals from Vendors of prospective members that are interested in their products so that we may facilitate the membership process and answer questions about the contracts. Ed Tech JPA has recently started exploring the possibility of hosting Vendor trainings and virtual product fairs for members. Our most recent quarterly update included a poll asking members for additional services they would be interested in, including potential direct connections with our Vendors.

4.29   **Question**: Will Irvine Unified School District be releasing a separate RFP for the purposes of purchasing a college and career planning platform? If the answer is yes, can you please advise if additional documentation will be required from the vendors?

        Answer: IUSD does not plan to release a separate, duplicative RFP for a College and Career Planning Platform. Provided that a proposed solution meets the district's needs, Irvine Unified will leverage the Ed Tech JPA contract for its purchase.

4.30   **Question**: Would the Ed Tech JPA please clarify if the Minimum Price Guarantee will be applied retroactively to all accounts, including those districts we are currently in a contract with, or only to future contracts? Would this apply to all eligible entities in California?

        Answer: The Minimum Price Guarantee is the expectation that Vendors provide the lowest available price to the Ed Tech JPA so there is not negotiation outside the JPA undercutting the pricing offered through the JPA. The intent of the Minimum Price Guarantee is to secure competitive pricing for our members, while participating Vendors experience reduced costs of procurement and contract negotiations with individual local education agencies.

The Minimum Price Guarantee does not apply to contracts and partnerships that were in effect prior to the Master Agreement between Ed Tech JPA and Vendors. A Vendor would NOT be in violation of the Minimum Price Guarantee if they were to honor an existing customer's legacy pricing that was lower than the JPA price.

The Minimum Price Guarantee does apply to all Eligible Entities, however Ed Tech JPA recognizes that some exceptions may be required for exceptionally large clients (such as LAUSD). If a vendor feels a lower price should be offered to a certain customer Ed Tech JPA would be open to discussing an exception to the Minimum Price Guarantee with that vendor.

        The intent of the Minimum Price Guarantee is to create a partnership with vendors. The goal to streamline procurement results in vendors responding to only one RFP, and negotiating one Master agreement with competitive pricing and terms, that is compliant with privacy terms. Ed Tech JPA seeks to mutually benefit both members and vendors through consortium style procurement.

4.31   **Question**: With reference to the Minimum Price Guarantee – is it Ed Tech JPA's expectation that the proposed pricing in this RFP be of equal or lower cost than the pricing for existing contracts with member districts?

Answer: The intent of the Ed Tech JPA Minimum Price Guarantee is to ensure that the pricing is the best available for new customer contracts. As stated in the responses above, the Ed Tech JPA acknowledges that some exceptions may be required for large, strategic partnerships and/or legacy customers.

4.32   **Question**: What student information system (SIS) is currently in use by IUSD?

      Answer: Please see RFI No. 4.9.

4.33   **Question**: We request further clarification with regards to the expectations for this integration such as inclusion of course requests etc. Or would it just be used to import information to your CCR vendor from the SIS.

      Answer: Each Associate Member may have different integration needs. Vendors should list all standard integrations available in their proposal, as well as any additional charges for additional integrations not included in their standard proposal.
      IUSD is expecting to integrate with Active Directory, Google, or Clever for single sign on and its SIS for course and credit completion information if needed.

4.34   **Question**: What services are currently in use by IUSD with respect to the Single Sign On (i.e. Google, an LMS, etc.)?

      Answer: Please see RFI No. 4.8.

4.35   **Question**: With respect to section 1.4** does the JPA, and IUSD, in particular have any specific permits, inspections, and construction administrative requirements.

      Answer: No. This is a general requirement wherein Vendors agree to adhere to permits, fees, inspections, and construction administrative requirements that may apply to services they provide to Participating Associate Members.

4.36   **Question**: Do the requirements in section 1.12.4** with regards to clothing and photo identification apply to trainers as well?

      Answer: While trainers may not be required to wear distinctive clothing, they should be prepared to adhere to the remainder of the requirements in section 1.12.4.

4.37   **Question**: Please advise if Ed Tech JPA sees any issues with providing waivers to any of the below listed insurance requirements:
- We currently have no Excess/Umbrella coverage, but your policy aggregate is above and beyond your $2 million aggregate requirement and encompasses your $3 million excess/umbrella.
- Technology firms are not required to have Workers Compensation in Canada.

- We are compliant with your Professional Liability insurance limit requirements, however an extended reporting period is not necessary as we renew every year.
- We do not have third party coverage on cyber risk, but our policy has a $3 million Cyber Extension for first party that covers - i. Security and privacy liability, including privacy breach response costs, regulatory fines and penalties. We understand that this coverage is optional.

Answer: Vendors who do not meet all insurance requirements should submit a copy of their Certificate of Insurance listing the forms of insurance that they do carry, and request an exception in Part 5 Exceptions. Ed Tech JPA may accept limited insurance, with the understanding that each Participating Associate Member may have different insurance requirements.

IUSD requires that Vendors who do not carry all forms of required insurance complete an Insurance Waiver, and approval must be granted by IUSD's Risk Assessment Team. Any Vendors who plan to come on campus, even if only for staff training, would be required to carry Workers' Compensation insurance.