Response to Proposers’ Questions

2.1  **Question:** Noted in the RFP, you have asked for a 4% administrative fee be paid quarterly based on the quarterly purchase orders we have received due to this RFP. Is this negotiable?

   **Answer:** The administrative fee is not negotiable. The administrative fee is intended to cover Ed Tech JPA’s cost of doing business, including legal and professional costs. The JPA and its founding members do not stand to make a profit from the administrative fee.

2.2  **Question:** Are any of the terms in the RFP negotiable?

   **Answer:** If a responding vendor desires to negotiate any terms it should include details regarding it’s requests in Section 5 “Exceptions” of the Response Template. Ed Tech JPA typically awards to vendors contingent upon successful contract negotiations, and these requests would be addressed after board award.

2.3  **Question:** In the RFP, you mention making this pricing available to (b) to include state and local agencies, if we are unable to offer the same pricing methodology to non education government agencies, will this disqualify us? We would just respond to the (a) agencies listed. K12 schools, Community Colleges and county office of education.

   **Answer:** If a vendor is unable to offer its services to non education agencies it should specify this in the RFP. Vendors are not obligated to provide services to all JPA members. When a JPA member elects to purchase products from a vendor the member contacts the vendor to obtain a Quote (based on the JPA pricing), and the vendor and member sign a Purchase Agreement after details related to implementation have been agreed upon.

2.4  **Question:** Based on the RFP, my understanding is any purchases bound to the RFP and JPA must go through a web portal created and managed by JPA, does this mean there will be no additional channel partners involved? Another way of asking would be, is the PO given to JPA and then goes directly to the vendor?

   **Answer:** Purchase Orders issued by JPA members to vendors should be made and submitted directly to the vendor. The JPA will make contracts available to members on its website, but the purchasing process should be conducted directly between the vendor and member without JPA involvement. Below is a flowchart detailing the intended contract process.
2.5 **Question:** How many K12 districts are currently members of JPA?

**Answer:** Ed Tech JPA is currently comprised of four founding member districts, four associate member districts, and one associate member county office of education. The JPA currently represents enrollment of over 183,000 students. A list of current JPA member is available on our website at [https://edtechjpa.iusd.org/about/our-ed-tech-jpa-members](https://edtechjpa.iusd.org/about/our-ed-tech-jpa-members).

The JPA only recently made applications for associate membership available, and has received significant interest. We anticipate new associate members will join upon the commencement of the 2019/2020 school year.

2.6 **Question:** What is the minimum number of purchases you estimate the awarded vendor to receive should they be awarded the RFP?

**Answer:** Each RFP is hosted by one of the founding members with an immediate need for the product(s) listed in the RFP. We anticipate that one of the vendors awarded by the JPA will enter into a contract with the hosting District for this RFP, Fullerton School District. Irvine Unified School District also has a need for this product. The JPA cannot determine which contracts our members will leverage, but anticipates that as we experience growth our members will leverage more vendor contracts.

2.7 **Question:** In reference to Functionality and Usability, you mention pricing for “individual licenses” and then you mention “package only” can you please explain what you mean by “package only”?

**Answer:** Attachment 1 Section 3 of the RFP states “Indicate whether the module may be licensed individually or whether it must be combined with other modules provided by Vendor to function properly with full Vendor support. For example, if Vendor offers a specific part of the solution,
but will integrate with third party solutions, Vendor should indicate that the specific part of the solution requiring third party integration is licensed individually”.

Modules that are “individually licensed” rely on outside modules/third party solutions to fully meet all criteria listed in Vendor’s Proposal.

Modules that are “Package Only” meet the criteria listed in Vendor’s Proposal without relying on an outside module/third party solution.

2.8 Question: Under Functionality and Usability question 3.1.5 asks 3.1.5 Confirm that the Solution supports application usage analytics reports. What type of information are you looking for?

Answer: For iOS devices the information desired is application launch and closure. For MacOS the information desired is application launch and closure as well as hibernate and lid status if the device is a laptop.

We would like to know, if possible for all devices, if the application is in the foreground or background and for what period of time.

2.9 Question: 3.1.27 Confirm that the Solution allows for devices to automatically connect to users via a secure login or QR code. Can you add some detail around this question please?

Answer: The QR code mentioned is for connecting a student with an unissued device before distribution. Assuming the MDM management system is fully rostered with student data, the device could scan a QR code specific to a student and then associate the device to the student in the MDM.

2.10 Question: 3.1.54 Please describe any functionality available as part of the core/proposed solution or as an optional solution that is included in the proposed cost for the Solution to the Participating Associate Member. Can you please expand on this question or give us an example of what you are referring to?

Answer: This question was written as a broad question to allow vendors more flexibility in describing their products. If a vendor feels their Solution has been adequately described in the rest of their Proposal they may enter “N/A” or state that they have no additional information to provide.

2.11 Question: The question is posed twice in the RFP -

3.1.35 Confirm that the Solution provides a teacher/classroom interface.
3.2.37 Confirm that the Solution provides a teacher/classroom interface.

Is the JPA requesting bids for solutions that include essentially the same functionality as the Classroom Management RFP requested that was due June 10th, 2019?

Answer: Sections 3.1 and 3.2 may contain several of the same questions. These two sections highlight the different features available in Apple iOS Device Management (3.1), and Apple MacOS Device Management (3.2). Each vendor may offer different features for each type of device.
management. Additionally, a vendor may elect to respond to only one of the two sections, and be awarded for only the section responded to. The RFP keeps requirements separate for each type of device management in an effort to provide clarity regarding which features are offered in each type of device management.

The question listed in sections 3.1.35 and 3.2.37 is not denoted with a double asterisk (**), and is not an essential requirement that must be met for vendors to be awarded each section of the RFP. Questions that are not denoted with a double asterisk are not essential, and serve to provide information for our members, so our members may determine which Solution best meets their needs. A vendor who meets all essential requirements, but does not meet all criteria of the RFP will be awarded a Master Contract with the Ed Tech JPA, pending successful contract negotiations. Vendors should strive to provide a clear picture of what their platforms offer, rather than striving to meet all criteria listed in the RFP.

Some features in this RFP may be similar to features in RFP No. 18/19-05 Classroom Management and Student Online Safety RFP, but each RFP has separate requirements and was developed by different teams.

2.12 **Question:** Two Tiers of pricing have been set out in the Bid response Template – is a vendor limited to just 2 tiers for all pricing?

**Answer:** Vendors are not limited to 2 tiers of pricing. Vendors may expand the pricing tiers to meet their needs.

2.13 **Question:** Please confirm that although costs are requested for 5 years, the actual contract is for a maximum of 3 years with two annual renewals for a maximum of 5 years.

**Answer:** Yes. This is a standard procedure within the education field. Ed Tech JPA typically enters into contracts for a 3 year time frame with the option to renew for two additional one-year terms.

2.14 **Question:** Please confirm our understanding that any participating member who orders before the end of the initial 3 year term may renew the contact at the bid rates for a maximum of 2 additional years beyond the end of the initial 3 year term.

**Answer:** For any one purchase an initial 3 year term under the terms of the contract may renew up to two more times for one additional year. For example: if a three year contract was ending June 30, 2022 a member could renew before June 30, 2022 for an additional year, then could renew before June 30, 2023 for an additional year.

2.15 **Question:** What mechanism does Ed Tech JPA envision for Vendors to pay the 4% administrative fee?

**Answer:** Vendors should submit a quarterly report highlighting sales related to the JPA as outlined in Section 1.14 of the RFP and the Ed Tech JPA Master Agreement provided in Appendix A of
the RFP. Vendors should submit a check for the 4% administrative fee payable to Education Technology Joint Powers Authority along with their quarterly report.

2.16 **Question:** Your earlier response to RFI question 1.1 Published June 28th 2019, seems to suggest that any education entity in California is a potential JPA member- please confirm.

**Answer:** Any public education entity in California is a potential JPA member.

2.17 **Question:** Please confirm you are mandating that for a period of 3 years – in a fiercely competitive market with ever dropping prices – no vendor who enters in to a contract with a JPA member can sell at a lower price to a California education entity outside the JPA membership (because they are potential JPA member) – even though no minimum volume of business is guaranteed?

**Answer:** Ed Tech JPA wants to ensure that the contracts awarded through the JPA are competitive. The intention of the clause is that vendors offer the JPA the lowest price available, with the understanding that this may be the last RFP the vendor responds to. Ed Tech JPA asks that Vendors offer the lowest price so there is not negotiation outside the JPA undercutting the pricing offered through the JPA. Vendors should agree not to approach a California education entity with a lower price. Vendors have the ability to tier their pricing in the RFP, because Ed Tech JPA understands that cost can vary based on different criteria. Vendors can tier based on any criteria (such as license numbers, enrollment numbers, number of sites, etc.)