## **Questions and Answers**

**Q:** Could you please specify the country of the entity that will be signing the contracts (in case we work together)?

**A:** You will find the answer in Annex 2 of the RFP documentation. EIT InnoEnergy address is John F. Kennedylaan 2, 5612 AB Eindhoven, The Netherlands

**Q:** Regarding the RFP commercial part, I would have a question for you to ensure we create the correct offers. I'm not entirely sure I understand the requirements, as shown in the screenshot.

 Provide pricing for Monthly Active Billed Users (per Annual billing) as per the tiers below:

	Monthly Active Billed User (Annually Billed)		
LOT Name	Small Tier	Medium Tier	Large Tier
3.2.1 Enterprise Academy	1-499 MAU	500-4,999 MAU	5,000+ MAU
3.2.2 Open Academy	500-1,999 MAU	2000-9,999 MAU	10,000+ MAU
3.2.3 Database	1-9 MAU	10-50 MAU	51+ MAU

Overage usage pricing for each tier must be specified with the proposal.

- Costs should cover all line items that the vendor has marked as Yes in the Annex 3: ISI
  Detailed Requirement form.
- Comprehensive list of all items and services covered in the Proposal, including full implementation package
- Total yearly costs for a 1-year and a 2-year contract.

Do you mean you are looking for three offers: small, medium, and large?

Would I then calculate the MAU for each? For example, would the small tier calculation be something like this: small tier = (1-499 MAU) + (500-1999 MAU) + (1-9 MAU) = 2507 MAU?

A: We are looking forward to receiving an overview and cost calculation Monthly Active Billed Users (per Annual Billing cycle) per LOT per tier. For example, Enterprise Academy cost calculation for Small Tier (1-499 MAU), Medium Tier (500-4,999 MU) and Large Tier (5,000+MAU). If a vendor is bidding for multiple LOTs, each LOT has to offer according to overview of the tiers.

**Q:** With regards to the e-commerce requirements, can I check if the following items are must have items, or nice to have items:

Integrated storefront for purchasing courses and certifications.

Multiple ways of purchase including, One-off fee vs. recurring subscription vs. "freemium" or limited-trial models.

Multiple payment gateway support (PayPal, Stripe, credit cards). Support for alternative payment methods (e.g., Apple Pay, Google Pay, direct bank transfers).

Subscription management for recurring payments.

Support for creating and managing promotional codes or discount coupons (percentage-based, fixed

amount, or time-limited).

Ability to bundle products/trainings.

Ability to apply bulk or group discounts.

Ability for the buyer to buy seats for multiple users. With License or Seat Management features Automated tax calculation based on user location (e.g., VAT, GST, sales tax).

Generation of professional invoices or receipts, including automated email receipts.

Tiered pricing (e.g., different prices for bulk enrollments, different user segments, or membership levels).

Allowing revenue split with external partners providing the course, where we can specify how revenue is split in an advanced way. And Automated payouts or "commission" calculation

In reading the RFP document, it appears this is a must have for both the Enterprise Academy and the Open Academy, however, I wanted to check in case the e-commerce element may only be a nice to have. A: With the Technical Requirements sheet we are inquiring about the ability of the vendor's platform. You can mark each line with a Yes or No and provide comments in the comment fields if you would like to clarify anything. Scorecards for each LOT are designed to score meeting technical requirements along with other important platform and vendor information. We encourage all vendors to apply and be transparent about the potential of their solution. Assumed shortcomings might be balanced with proven excellence in other scorecard items.

Q: First, would you be amenable to using vendor paperwork as a contractual foundation?

A: Vendor's ability to comply with InnoEnergy legal standards and services, as per the submitted vendor proposal, is included in the scorecard. RFP mentions that the least changes to the contract template shall receive the highest score. We advise you to be transparent about any other contractual statements to full documents you would require using. You can find the relevant RPF statement in point 4.10 on page 20 of the RFP: 'For the contract the Service Agreement in Annex 2 shall apply. Any change desired by the tenderer in the provisions contained in the body of this Service Agreement needs to be communicated to InnoEnergy as part of the proposal of such tenderer. The background for this is that such desired changes need to be taken into account in the evaluation of the proposal of each tenderer under Liability Exposure above. Significant changes are likely to lengthen the negotiation process, making it less likely that the Service Agreement can be signed in time.'

**Q**: Second, will the respective legal teams have the opportunity to negotiate the contract documents in good faith before signature?

**A:** As per the above-mentioned point 4.10 of the RFP, there is a possibility for a negotiation process to take place: 'For the contract the Service Agreement in Annex 2 shall apply. Any change desired by the tenderer in the provisions contained in the body of this Service Agreement needs to be communicated to InnoEnergy as part of the proposal of such tenderer. The background for this is that such desired changes need to be taken into account in the evaluation of the proposal of each tenderer under Liability Exposure

above. Significant changes are likely to lengthen the negotiation process, making it less likely that the Service Agreement can be signed in time.'

Q: Lastly, are we expected to sign the file "Annex 2 T\_0\_2\_2 Service agreement above 15K (one-off services) 2024"?

A: Please refer to point 4.10 on page 20 of the RFP: 'For the contract the Service Agreement in Annex 2 shall apply. Any change desired by the tenderer in the provisions contained in the body of this Service Agreement needs to be communicated to InnoEnergy as part of the proposal of such tenderer. The background for this is that such desired changes need to be taken into account in the evaluation of the proposal of each tenderer under Liability Exposure above. Significant changes are likely to lengthen the negotiation process, making it less likely that the Service Agreement can be signed in time.'

**Q:** Thank you for sharing the answers. With regards to the question we submitted, we would need to know if the following items are must have requirements, as it will determine if we are able to provide a response as these are items we are unable to deliver on - could you please advise if these are indeed must have requirements?

- Integrated storefront for purchasing courses and certifications.
- Multiple ways of purchase including, One-off fee vs. recurring subscription vs. "freemium" or limited-trial models.
- Multiple payment gateway support (PayPal, Stripe, credit cards). Support for alternative payment methods (e.g., Apple Pay, Google Pay, direct bank transfers).
- Subscription management for recurring payments.
- Support for creating and managing promotional codes or discount coupons (percentage-based, fixed amount, or time-limited).
- Ability to bundle products/trainings.
- Ability to apply bulk or group discounts.
- Ability for the buyer to buy seats for multiple users. With License or Seat Management features
- Automated tax calculation based on user location (e.g., VAT, GST, sales tax).
- Generation of professional invoices or receipts, including automated email receipts.
- Tiered pricing (e.g., different prices for bulk enrollments, different user segments, or membership levels).
- Allowing revenue split with external partners providing the course, where we can specify how revenue is split in an advanced way. And Automated payouts or "commission" calculation

A: We have created the Technical Requirements Form as a comprehensive list of platform features that we are exploring as part of our education technology solution. We will not categorize any of the requirements as must-have or nice-to-have. We understand that meeting all the requirements might be challenging, and we kindly remind you that scoring cards include other proposal evaluation criteria besides the technical requirements. We strongly encourage you to present your platform as it is in your proposal, as we believe that every platform has unique qualities. We have prepared the scorecards with care and diligence to capture those qualities.

**Q:** As some requested information (such as Insurance information) is confidential and available upon a signed MNDA, please find MNDA attached for signature so that we may comply with InnoEnergy's request(s).

**A:** In the RFP, we request the sharing of company liability insurance information. We advise providing non-confidential details, such as the coverage included in the insurance and other general, non-sensitive information. Signing the vendor's MNDA template would require escalation to InnoEnergy's Legal team for review, which could delay the response to the RFP. Alternatively, upon request, we can share InnoEnergy's NDA template.

**Q:** The main questions have to do with the <u>Tenderers Declaration</u> document. So if you can clarify the following: 1. *<Please include here the title of the supplier selection procedure>* 

**A:** The title of the supplier selection procedure is *Educational Technology Platforms and Solutions for InnoEnergy Skills Institute*.

Q: "We understand that if the information provided is proved false, the award may be considered null and void." - to which information we will refer to as to make it more precise? The information contained in our SaaS agreement?

**A:** This statement pertains to any information provided by a vendor as part of their proposal in response to this RFP.

Q: The RFP excel file is ready, should I proceed and send it to you?

**A:** The response to the RFP should include all the information specified in section 3.3 of the Request for Proposals. Please review this section and provide comprehensive information in a single submission. Any intended changes that the vendor would like to include in any of the Innoenergy-provided templates or annexes must be included in the proposal for transparency purposes.