

STATE OF TENNESSEE DEPARTMENT OF HUMAN SERVICES

## SOLICITATION # 34570-80024 AMENDMENT # ONE FOR PRE-EMPLOYMENT TRANSITION SERVICES PROVIDER

## DATE: August 1, 2023

## SOLICITATION # 34570-80024 IS AMENDED AS FOLLOWS:

1. This Solicitation Schedule of Events updates and confirms scheduled dates. Any event, time, or date containing revised or new text is highlighted.

	EVENT	TIME (central time zone)	DATE
1.	Solicitation Issued		July 14, 2023
2.	Disability Accommodation Request Deadline		July 19, 2023
3.	Pre-Response Conference		July 20, 2023
4.	Notice of Intent to Respond Deadline		July 21, 2023
5.	Written "Questions & Comments" Deadline	2:00 p.m.	July 26, 2023
6.	State Response to Written "Questions & Comments"		August 1, 2023
7.	Response Deadline	2:00 p.m.	August 8,2023
8.	State Completion of Technical Response Evaluations		August 15, 2023
9.	State Notice of Intent to Award Released and Solicitation Files Opened for Public Inspection	2:00 p.m.	August 17, 2023
10.	End of Open File Period		August 24, 2023
11.	State sends contract to Contractor for signature		August 28, 2023
12.	Contractor Signature Deadline	2:00 p.m.	<mark>August 31, 2023</mark>

## 2. State responses to questions and comments in the table below amend and clarify this Solicitation.

Any restatement of Solicitation text in the Question/Comment column shall <u>NOT</u> be construed as a change in the actual wording of the Solicitation document.

SOLICITATION SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		In Section 6.1 is the amount for Tier #1 correct?	Yes

SOLICITATION SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Section 6.1.	Pg. 6	<sup>2</sup> Can the three letters of recommendation be reused from a previous year's application, or do new ones have to be obtained for this year?	Letters of support should be from the most recent academic year.
Attachment C Pro Forma Contract Section A.5.	Pg. 17	3 Is the maximum contract award for the two-year term as a whole, without any apportionment by calendar year? For example, if the maximum contract award was \$210,940, one year could bill \$70,000 and the other \$140,940.	Per Solicitation #34570-80024 Attachment C Pro Forma Contract Section A.5, Contractor shall maintain the number of Pre-ETS Participants within the awarded Tier each month throughout the entirety of the Contract Term and strictly adhere to the requirements of this Contract.
Attachment C Pro Forma Contract Section A.5.	Pg. 17	If the maximum contract award is reached before all Pre-ETS services are delivered, can actions be taken to increase the maximum contract award? For example, if the maximum contract award was reached in February 2025, before the end of the school year.	Please see response to question #3. The State is not obligated to increase the Maximum Liability under any circumstances.
Attachment C Pro Forma Contract Section A.9.	Pg. 19	<sup>5</sup> On Formstack, the staff roster linked appears to be for CRP Services and does not mention Pre-ETS. Is this the right form, and if so, how is it to be used?	Yes. This form is used to disclose the personnel the Contractor will use in performance of the contract.
Attachment A Qualifications Evidence Guide	Pg. 8	<sup>6</sup> On Formstack, will we upload the Curriculum Outline and Sample Lesson Plan to the section titled "Upload additional information including letters, attestations, etc. here?"	Yes. A section for uploading curriculum was added to the application form.
Attachment C Pro Forma Contract Section A.8.	Pg. 18	7 In Section A.8 of the Pro Forma contract, it states the Contractor staff shall complete a minimum of ten hours of continuing education training in Pre-ETS. Are there specific guidelines on what constitutes continuing education?	Contractor must be able to show that it received continuing education in Pre-ETS and meets the requirements of Section A.8 of Solicitation Attachment C - Pro Forma Contract. Continuing education credits may be obtained through https://transitiontn.org/

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Attachment C Pro Forma Contract Section A.16.	Pg. 20	<sup>8</sup> Solicitation 6.7 states "A contractor shall not be compensated for increasing the number of Pre-ETS participants per month without an amendment to the contract." What are the state's expectations for the Contractor if the situation below arises during the school year? The contract is for Tier 2 (51-100 students). October - 90 participants, November - 94 participants, December - 85 participants, January - 108 participants. Should the contractor explain to the school that the additional 8 students cannot be served until the contract is amended? Or, since the Contractor did not bill for the full 100 students in the previous three months, would the Contractor be able to go ahead and serve the 8 participants since there are still funds available?	Please see response to question #3, and Section A.16 of Solicitation Attachment C - Pro Forma Contract. The State is not obligated to increase the Maximum Liability under any circumstances.
Section 6.1.	Pg. 6	<sup>9</sup> How would the state like the Contractor to respond to the school if the number of interested participants increases during the school year to above the Contractor's Tier max, but the Contractor is not confident the number is sustainable? The Contractor might be unsure if requesting a contract amendment is the right thing to do since there is a concern of being identified as having a performance deficiency (Contract A.5.) if the contract were to be amended to the next higher Tier (101-150 participants) and the number of participants was not sustainable.	Respondents should consider the range of students that can be maintained throughout the Contract Term as described in response to question #3. If there was a month in which the Respondent provided services to a number of students that was unmanageable or too difficult to maintain throughout the entirety of the Contract Term, then the Respondent may consider applying for a lower Tier to ensure that it meets this requirement throughout the Term.
Section 1.1.	Pg. 1	<sup>10</sup> In the last academic school year, we did not receive a Pre-Employment Transition Grant contract. Are we disqualified from applying for this year's	Please refer to Solicitation Section 1.1 for eligibility requirements.

SOLICITATION SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		Solicitation # 34570-80024 for Pre- Employment Transition Services Provider since we did not receive a grant contract last year? Over the last year, we have continued to provide preemployment activities to students, despite not being awarded a contract. This will be highlighted in our additional attachments/reference letters (outside of the three required letters including an LEA agency) from parents/guardians of students and our community partners. We want to confirm whether or not we should proceed in applying for this year's grant contract due to not receiving our reference letter form an LEA agency in time last year and additionally, not receiving an official grant contract last academic school year.	
Section 4.2.2. Attachment A Qualifications Evidence Guide	Pg. 3 Pg. 8	As Mr. Shearer is the Program Director and supervisor, our organization has already received reference letters (including from an LEA agency) for our application that include both Mr. Blake Shearer, Program Director and Ms. Gina Burnett, Program Coordinator salutations. We want to confirm that having both salutations is not a conflict of interest with the general "communication guidelines" set for applicants.	Employees of the VR program should not be used as references.
Section 6.1.	Pg. 6	Regarding new providers applying for this year's contract, what exactly is needed to ensure we are fulfilling the requirement of number of students serviced? We will not have previous award year contract student numbers to submit.	Please refer to Solicitation Section 6.1. Response Evaluation.
Attachment C Pro Forma	Pg. 17	<sup>13</sup> As a new provider, once the application is submitted, if there is an	Please see response to question #3. The State is not obligated to

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Contract Section A.5, A.16, & A.17.	Pg. 20	influx of students that go beyond the amount we are contracted to service, are we able to submit documentation from the school and receive an amendment to the contract with an allocation for more students?	increase the Maximum Liability under any circumstances. Please refer to Sections A.16 and A.17 of Solicitation Attachment C - Pro Forma Contract.
Attachment C Pro Forma Contract Section A.4, C.3, & D.8.	Pg. 17 Pg. 22 Pg. 25	14 I'm looking over the contract and had some questions to ask before moving forward. First, I noticed that the payment under the contract is \$65 per student per month. Is that only for fifteen minutes of service/unit, paying 4X\$65 for an entire hour of service for that month, equaling \$260, or is \$65 the max per month per student?	Please refer to Sections A.4 and C.3 of Solicitation Attachment C - Pro Forma Contract. The State would pay a maximum of \$65 per student per month.
Section 4.6.	Pg. 4	My questions are, would we satisfy the qualifications with my degree and the coordinator being a certified life coach as well as us working with a disability nonprofit? Next, would me being a state employee be a conflict of interest since I have never received a salary? The final question is about compensation above.	Please refer to Solicitation Section 4.6 and Solicitation Attachment C - Section D.8 of the Pro Forma Contract regarding conflict of interest.

3. <u>Solicitation Amendment Effective Date</u>. The revisions set forth herein shall be effective upon release. All other terms and conditions of this Solicitation not expressly amended herein shall remain in full force and effect.