



STATE OF TENNESSEE
 Department of Education

**REQUEST FOR PROPOSALS # 33101-2005933105FAS5
 AMENDMENT #2
 FOR PreK-4 Foundational Reading Skills Educator
 Training**

DATE: January 20, 2021

RFP # 33101-2005933105FAS5 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		December 23, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	December 30, 2020
3. Pre-response Conference	2:00 p.m.	January 4, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	January 5, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	January 8, 2021
6. RFP Amendment 1 Revise RFP Schedule of Events		January 19, 2021
7. State Response to Written "Questions & Comments"		January 20, 2021
8. Response Deadline	2:00 p.m.	January 27, 2021
9. State Completion of Technical Response Evaluations		February 1, 2021
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 3, 2021
11. Cost Negotiations		February 4, 5, 8, 2021
12. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	February 16, 2021
13. End of Open File Period		February 23, 2021
14. State sends contract to Contractor for signature		February 24, 2021
15. Contractor Signature Deadline	2:00 p.m.	February 26, 2021

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

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1 Can you provide a copy of the Pre-response Conference?	A copy of the Pre-Response Conference PowerPoint is attached.
		2 If there are differences of opinion between the State and the vendor about whether Course 2 training will be delivered on-site or remotely based on facilitator and participant safety, how would this question be resolved?	We will coordinate with both our Department of Health and our Governor's Office with respect to both statewide plans and plans for events in each of Tennessee's Grand Divisions (East, Middle, and West).
		3 What will be the required licensure of the training materials for Course 1 and Course 2 (e.g. CC BY 4.0 International)?	The TN Foundational Skills Curriculum Supplement has a Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Unported License. See new Sections A.9. and E.7., added below, for further clarification regarding intellectual property.
		4 Does the State expect there to be variations in the trainings by grade level (e.g., training variations for PK-2 versus grades 3 and 4) for any of the courses or will all participants take the exact same course regardless of grade level?	All participants should take the same courses; less than 10% of each course should focus on grades 3-4 or intervention. The pro forma contract states that Course 2 "shall expose Participants to content relevant to the full scope and trajectory of Foundational Reading Skills development while supporting them to apply learning to their unique roles and responsibilities (e.g., grade 1 teacher, library specialist, principal)."
		5 What is the latest calendar date that the State would be willing to make the Course 1 content first available to participants in the course?	April 2, 2021
		6 Must all of the Course 1 content need to be complete before delivery to participants OR can delivery of specific training modules be staggered (e.g., delivery of 15 hours of training modules on March 1 and delivery of 15 hours of training modules on April 1)?	All Course 1 content must be delivered at once.

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	7	Does the State have guidance about the expected length or type of end-of-course assessment/Performance Task for the Courses?	The Course 1 assessment should have approximately 25 questions and take less than one hour for participants to complete. The Course 2 performance task should take less than one hour for a team of participants to complete, including preparation, delivery, and any debrief or extension, within course time. See Section A.3. as amended below.
	8	In the draft contract, the State lays out specific dates for delivery of Course 2 that start in late May. Is there any flexibility around these delivery dates, or must the course be delivered for all 12 of these weeks in multiple locations? If there is flexibility, what is the latest possible start date permissible for Course 2? The latest possible end date?	Because of the extent of learning loss our early grades students have experienced, the project must maintain this accelerated timeline.
	9	Is there an ideal number of hours that the State would like Course 1 and Course 2 to take?	Approximately 30 hours for each course, including breaks. For example, a typical Course 2 day might be 6 hours of instruction with two 20- to 30-minute breaks built in. Adding an hour for lunch would make a 7-hour day.
	10	Would the State be willing to adjust the delivery dates for the content of Course 2 to the State for review to allow more time for content development?	Because of the extent of learning loss our early grades students have experienced, the project must maintain this accelerated timeline.
	11	By what specific calendar date does the State expect to receive draft materials for course 1? For course 2? Is there any flexibility around these dates? Would the state allow the vendor an extension on the delivery of the flexible course materials for course 2?	The pro forma contract (section A.7b) states that The Contractor delivers draft Course One materials and Flexible Content for Course Two to the State 13 calendar days after the contract effective date of March 12, 2021, which is March 25, 2021.
	12	Section A.6.b of the pro forma contract states, "The Contractor shall be responsible for developing and implementing contingency plans for delivery of Course Two, which the State may invoke at its discretion (e.g., in the event of a local state of emergency due to a COVID-19 outbreak). Virtual delivery of training may be an acceptable contingency plan provided that it is synchronous." Will the Contractor also be permitted to invoke the contingency plan based on internal policies or public health guidance?	The Contractor may invoke the contingency plan based on public health guidance but not based solely on internal policy. See Section A.6.b as amended below.

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		<p>13 For Course Two, what are the State's requirements or vision regarding the composition of training groups according to participant grade levels or professional roles? For example, does the State prefer or require that training groups are composed of teachers at the same grade level, or are training groups including grade level bands (e.g., PreK-1, PreK-4) acceptable?</p>	<p>The State will allow participating districts to determine the composition of their training cohorts.</p>
		<p>14 Section A.7.b (Work Plan Timeline) of the pro forma contract states that all content related to Course Two, including Flexible Content versions, are due to the State 5 days after the Contractor receives feedback on draft course materials. Would the State consider an extended timeline for delivering the final Flexible Content versions of Course Two materials?</p>	<p>Because of the extent of learning loss our early grades students have experienced, the project must maintain this accelerated timeline.</p>
		<p>15 Section A.5.b of the pro forma contract states that "12 week-long sessions will be held in each region between May 24 and August 13, 2021." However, the table summarizing the summer training delivery plan (Section A.5.c) includes only 11 weeks; the week of June 14 is omitted from the table. Can the State please clarify whether the Contractor will be responsible for delivering 11 or 12 weeks of training, including during the week of June 14?</p>	<p>Thank you for catching this error. The week of June 14 should be included in the table, making for 12 weeks of training. See amended section A.5.c table below.</p>
		<p>16 In RFP Attachment 6.3 (Cost Proposal & Scoring Guide), should the Contractor provide only the total cost of all Classroom Material Kits or also the cost per individual kit? In addition, should the Contractor provide only the total cost of all Course Two deliveries or also the cost per separate Course Two delivery?</p>	<p>The cost proposal (RFP Attachment 6.3) requires just one (total) cost for all Classroom Material Kits and just one (total) cost for all Course Two Deliveries.</p>
		<p>17 In RFP Attachment 6.2.B (General Qualifications and Experience), Items B.12 and B.13, should the Contractor provide detailed descriptions of the project teams and personnel rosters for subcontractors, or are these items only required for the primary Contractor?</p>	<p>Please include this information for subcontractors as well.</p>
		<p>18 For Course Two, what is the State's vision for learning outcomes for teachers implementing early literacy curricula with different structures and content?</p>	<p>Learning outcomes will be the same for all participants, regardless of which materials their district has adopted.</p>

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		<p>19 As defined in the pro forma contract, the Tennessee Foundational Skills Curriculum Supplement (TNFSCS) is "designed to support the teaching of Tennessee's foundational skills standards for English language arts in grades preK-2." Does the TNFSCS also include content targeted for grades 3-4? If so, where is it accessible? If not, what is the State's vision for how Grade 3-4 teachers will engage with the TNFSCS?</p>	<p>It does not; all participants will engage with the TNFSCS's PK-2 content.</p>
		<p>20 In Section D.24 (Force Majeure) of the pro forma contract, we would request inclusion of the following language: "epidemics, pandemics, diseases, quarantines, or other extraordinary events which is determined to constitute a public health risk." Would the State include this language in the contract?</p>	<p>See Section D.24., as amended below.</p> <p>The State is willing to include the following alternate language, rather than that suggested by Respondent: "laws, governmental action or inaction, orders of government"</p>
		<p>21 Section A.7.a.v of the pro forma contract states, "The Contractor shall not disseminate any written information, materials, or deliverables associated with this Contract to the field, public, or any other third party without the State's prior written approval." Can the State please clarify the intent and scope of this requirement, including any expectations related to intellectual property ownership?</p>	<p>The intent is that TDOE will be able to review any public-facing materials before they are available to the public. The TN Foundational Skills Curriculum Supplement has a Creative Commons Attribution-NonCommercial-ShareAlike 3.0 Unported License. See new Sections A.9. and E.7., added below, for further clarification regarding intellectual property.</p>
		<p>22 If a state controlled agency, like The University of Tennessee, applied as primary or was a contractor/subcontractor to another primary applicant, would the following language restrict UT or its employees from receiving funds from this contract? The following language is what raises this question.</p>	<p>In the event that a state entity wins the RFP, the State would use the interagency model contract for the template instead of the fee-for-service template.</p>
		<p>23 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;</p>	<p>This is an extension of the above question.</p>
		<p>24 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and</p>	<p>This is an extension of the above question.</p>

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		25 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.	This is an extension of the above question.
		26 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105	This is an extension of the above question.
		27 Will the \$1000 stipend for teachers be provided by the state/districts? If so, is it the State's expectation that all logistics for distribution of stipends will be handled by the vendor?	The State will provide stipends and manage their distribution.
		28 The RFP asks specifically about the assembly and distribution of the Decodable Classroom Materials Kits and the Sounds-First Classroom Materials Kits to Course Two participants. Is it the expectation that the content for these kits will come from the TNFRSCS or that it will be custom developed?	There is no expectation of custom development of the kits; the State will provide digital versions of all materials to the Contractor.
		29 Will the RFP be awarded to multiple vendors or does the DOE prefer awarding the contract to one vendor?	One vendor
		30 Can references be submitted via email (vs regular mail) since you're allowing an electronic submission?	Yes, per RFP Attachment 6.2, B.17
		31 Regarding Course One: How many hours should be included in Course One?	Approximately 30 hours
		32 Regarding Course One: What connection will Course One have to the online learning modules currently on the TNFSCS website? Should new content, supplement or otherwise, relate to this content? If yes, in what way?	The open-source learning modules on foundational reading skills currently accessible through Best for All Central will be replaced by the Tennessee-specific content developed as part of this contract once it is available.
		33. Regarding Course One: Will the online learning modules currently on the TNFSCS website be replaced or remain?	The open-source learning modules currently accessible through Best for All Central will be replaced by the Tennessee-specific content developed as part of this contract once it is available.

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		34. Regarding Course One: Does the State expect Contractor(s) to partner with Scholastic Achievement Partners (SAP) or are Contractors to build on SAP's prior TNFSCS work?	Scholastic Achievement Partners was not involved in the development of the TNFSCS. In case the question is referring to Student Achievement Partners: that organization was not involved in the development of the TNFSCS either.
		35. Regarding Course One: Will SAP continue to partner with the State for TNFSCS?	The State has no partnership with Scholastic Achievement Partners. In case the question is referring to Student Achievement Partners: the State has no partnership with that organization either.
		36. Regarding Course One: What is the timeline for delivery of loading the Course One modules onto the State's LMS?	The State will do this immediately upon receiving final content from the Contractor.
		37. Regarding Course One: What is the implementation date for Course One?	The course will be available to Participants on April 2, 2021. Completion dates will vary.
		38. Regarding Course Two: a. Does the State anticipate that Course Two will be loaded onto the State's LMS as part of the flexible delivery? b. If so, what is the timeline of loading Course Two onto the State's LMS?	Yes; the State will do this immediately upon receiving final content from the Contractor.
		39. Regarding the Work Plan Timeline: Will the Contractor have the opportunity to receive feedback from the State prior to submission of content for each Key Performance Indicators (KPI)?	As detailed in the work plan timeline (pro forma contract section A.7b), the State will provide feedback on course outlines before draft course content is submitted, it will provide feedback on draft course materials before final materials are submitted, and it will provide feedback on the proposal for classroom kits submitted as part of the Contractor's bid. The remainder of the KPIs are outcome measures rather than content deliverables.
		40. Regarding the Work Plan Timeline: Can you clarify the timeline for delivery of the rubric from the State to	The effective date in the pro forma contract (section B.1) is March 12, not March 15. The Work Plan

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		the contractor using actual dates from the March 15, 2021 effective date?	timeline states that the State will deliver the rubric eight calendar days after the contract effective date, which is March 20.
		41. Is there a transition plan currently in place such as is described in Section A.7?	No; the pro forma contract (section A.7) assigns responsibility for developing any needed transition plan to the Contractor.
		42. Regarding page 54, Subject to Funds Availability, are funds set aside for the performance of this contract?	Yes.
		43. Does the State intend for the materials and services provided in the performance of contract to become the intellectual property of the State or will they remain the property of the Contractor?	Section A.9 of the pro forma contract will be revised to include the amended language below.
		44. If vendors choose to email their submissions, must we also submit the digital in hard copy format to the address in section 3.2.4 (pages 9-10)?	No. Section 3.2.4 provides both digital (email) and physical (mailing) addresses. Submission must be to one of those addresses. The State strongly encourages digital submissions.

3. Delete pro forma contract section A.5.c in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

Summer Training Delivery Plan

	Sites Per Region	Capacity Per Region	Total Sites	Total Capacity
Week of May 24	2-3	100-150	20	1,000
Week of May 31*	2-3	100-150	20	1,000
Week of June 7	2-3	100-150	20	1,000
Week of June 14	2-3	100-150	20	1,000
Week of June 21	2-3	100-150	20	1,000
Week of June 28	2-3	100-150	20	1,000
Week of July 5*	2-3	100-150	20	1,000
Week of July 12	2-3	100-150	20	1,000
Week of July 19	2-3	100-150	20	1,000
Week of July 26	2-3	100-150	20	1,000
Week of August 2	2-3	100-150	20	1,000
Week of August 9	2-3	100-150	20	1,000
Summer Total	24-36	1200-1800	240**	12,000***

* On weeks with Monday holidays, courses will be four extended days or meet on Saturday.

** Sites may be reused; 240 “deliveries” will occur. The State will manage site selection.

*** Total summer enrollment will be capped at 11,000. Enrollment may vary by week.

4. Delete pro forma contract section A.6.b in its entirety and insert the following in its place:

Contingency Plans –The Contractor shall be responsible for developing and implementing contingency plans for delivery of Course Two, which the State may invoke at its discretion (e.g., in the event of a local state of emergency due to a COVID-19 outbreak) and which the Contractor may invoke based on public health guidance (but not based solely on internal policy). Virtual delivery of training may be an acceptable contingency plan provided that it is synchronous (i.e., in real time with instructor interaction). Contingency plans are subject to State approval and shall be implemented at no additional cost to the State.

5. Delete pro forma contract section D.24 in its entirety and insert the following in its place:

Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, laws, governmental action or inaction, orders of government, or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

6. Add the following as pro forma contract section A.3.d:

A.3.d. The Course 1 assessment should have approximately 25 questions and take less than one hour for participants to complete. The Course 2 performance task should take less than one hour for a team of participants to complete, including preparation, delivery, and any debrief or extension, within course time.

7. Add the following as pro forma contract section A.9 and renumber any subsequent sections accordingly:

A.9. All work products developed or produced by the Contractor under this Contract shall constitute “works made for hire” or have similar status under relevant intellectual property law. The State shall have full, final, and perpetual ownership rights to all work products or other content and materials customized by the Contractor for the State under this Contract. The Contractor shall ensure that the State has perpetual, royalty-free licensing rights to any off-the-shelf content and training materials to which the Contractor, or any third party, has preexisting intellectual property ownership rights. At no cost to the State, the Contractor shall obtain and provide any necessary intellectual property licenses or permissions to use materials provided or used under this Contract in perpetuity.

8. Add the following as pro forma contract section E.7:

E.7. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

9. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.