



Department of  
**Education**

## SPED ELIGIBILITY TASK FORCE PHASE 2

### 2024 Request for Applications (RFA)

Tennessee Department of Education | JUNE 3, 2024

**Application Due Date: August 30, 2024**



# Table of Contents

**General Information**

**Review Process**

**Schedule**

**Application Procedures**

**Application Components**

**Attachment A: Scoring Rubric**

**Attachment B: Pro Forma Contract**

# Summary

The Tennessee Department of Education (“State”) is seeking applications for the development of professional assessment teams to review, revise, and update the State’s eligibility standards for student disability categories. The application must be completed and submitted via email to Denise.edwards@tn.gov by 4:00PM CT on August 30, 2024. Paper copies of this application will not be accepted.

## General Information

### ***Background***

Students with disabilities are evaluated by assessment specialists using Tennessee evaluation standards and procedures. To ensure that students are appropriately identified in disability categories, these assessment categories need to be reviewed for alignment and updated based on federal definitions. This task force will provide assessment specialists with an opportunity to investigate and review disability standards and relevant guidance documents related to the following disability categories: Other Health Impairment, Intellectually Gifted, Deaf-Blindness, Hearing Impairment, Deafness, and Visual Impairment. Each of these disability categories will be updated based on research-based best practices.

### ***Procurement Purpose***

The State is seeking experts in school-based psychological and speech-language evaluations for the development of a task force to review, revise, and update the State’s eligibility standards and related guidance documents in the categories of Other Health Impairment, Intellectually Gifted, Deaf-Blindness, Hearing Impairment, Deafness, and Visual Impairment.

The State will award contracts to up to 30 assessment specialists for the entire scope to include the following priorities:

- Review, revise, and update six eligibility areas (i.e., Other Health Impairment, Intellectually Gifted, Deaf-Blindness, Hearing Impairment, Deafness, and Visual Impairment) for students with suspected educational disabilities, ensuring the State is employing best practices for assessment.
- Develop, revise, and condense guidance resources to support local education agencies (LEAs) in identifying students with educational disabilities in these identified eligibility areas.
- Six applicants who yield the highest scores in each of the identified eligibility categories will be asked to serve as task force leads. If an applicant does not want to be considered as a task force lead, the applicant should note that in the application.

See the attached pro forma PO contract that includes deliverables, payment methodology, and terms and conditions. Awardees must agree to these terms and conditions.

## **Communications**

Applicants must direct communications concerning this request for applications to the following person designated as the solicitation coordinator:

Denise Edwards, Procurement Manager  
Tennessee Department of Education  
[Denise.edwards@tn.gov](mailto:Denise.edwards@tn.gov)

## **Review Process**

All complete application packages meeting the requirements and received by the State on or before the application deadline will be forwarded to a review committee. The committee will provide each application with a merit score based upon the review criteria and rubric. A copy of the scoring rubric can be found in **Attachment A: Scoring Rubric**. The overall score will serve as the basis for selection.

This request for applications by the State does not create rights, interests, or claims of entitlement in any applicant. The State reserves the right to reject any response. All contract award decisions are final. **All contracts are subject to the availability of funds and approval by state procurement offices.**

## **Schedule**

<b>Event</b>	<b>Time (Central Time Zone)</b>	<b>Date</b>
RFA Released		June 3, 2024
Application Deadline	4:00 pm CT	August 30, 2024
Notice of Contract Award		September 16, 2024
Proposed Contract Start Date		September 25, 2024

# Application Procedures

The application must be completed and submitted via email to [denise.edwards@tn.gov](mailto:denise.edwards@tn.gov) by **4:00 PM CT on August 30, 2024**. **Paper copies of this application will not be accepted.**

## Steps to submitting an application:

1. Submit a single application to clearly detail professional qualifications and expertise.
2. When completing the application, ensure distinct ratings on knowledge around eligibility guidelines.
3. Within the application, provide a well-defined response on the interest in, and ability to provide, this scope of work.
4. Email completed application to Denise Edwards at [denise.edwards@tn.gov](mailto:denise.edwards@tn.gov) by 4:00 pm CT on August 30, 2024.

## Application Components

1. Name and title
2. Leadership experience
3. Interest in serving as task force leader
4. Employer
5. Degree
6. Years of professional experience
7. National certification
8. Rating scale of familiarity with 6 Tennessee Department of Education disability categories
9. Short answer question stating interest in, and ability to provide, the scope of work
10. Current exposure to professional literature relating to the scope of work in this RFA
11. Top three eligibility categories preferred by the applicant
12. Scoring rubric (Attachment A: Scoring Rubric)

# Attachment A: Scoring Rubric

All applications received by the deadline will be independently scored by a review committee with respective expertise in conducting school-based psychological and speech-language evaluations. Scoring will be as follows:

- Questions 1-2 will be assigned points using a dichotomous selection of one (1) for a “no” response or three (3) for a “yes” response with one indicating fewer years of experience and leadership roles and three indicating more years of experience and leadership roles.
- Questions 3-6 will be assigned points using a Likert rating of one (1) to three (3) with one being inexperienced and three indicating a level of high experience and knowledge in the area of assessment and leadership.
- Applicants who earn the highest scores on the attached rubric will be identified as task force leads unless the applicant declines to serve in the leadership role within their application materials.

A total score will be derived from the summation of each individual question, with a maximum score of eighteen (18) points awarded to each application by each reviewer.

APPLICATION COMPONENT	MAXIMUM POINTS	ASSIGNED POINTS
1. Applicant serves in a leadership role related to the scope of work in this RFA	3 (1 point for no and 3 points for yes)	
2. Holds an advanced degree related to the scope of work in this RFA	3 (1 point for no and 3 points for yes)	
3. Years of professional experience related to the scope of work in this RFA	3 (10+ earns 3; 5-9 earns 2; 1-4 earns 1)	
4. Level of familiarity with evaluating and applying disability standards	3 (3=advanced or experts in more than three categories; 2=advanced or experts in at least three categories; and 1=advanced or experts in at least one category)	

5. Regularly reads professional literature or participates in professional learning related to the scope of work in this RFA	3 (3= weekly or daily; 2= approximately monthly; 1= never or a few times a year)	
6. Narrative response to interest/ability and desired outcomes of the work	3 (3= provides detailed response regarding improved outcomes for students, desire to improve their respective professional practices, and ability to complete scope of work; 2=mentions improved outcomes for students, desire to improve their respective professional practices, and/or ability to complete scope of work; 1= no mention of improved outcomes for students, desire to improve their respective professional practices, and ability to complete scope of work)	
<b>SCORE (maximum possible score = 18)</b>		
<b>Evaluator Identification:</b>		

## Attachment B: Pro Forma PO Terms

See Pro Forma Contract attached below, including cover letter and terms and conditions

Hi, **CONTRACTOR NAME** –

Thank you for your interest in contracting with the Tennessee Department of Education (“State”).

**CONTRACTOR NAME** (“Contractor”) has been identified for the contract award for SPED Eligibility Task Force Phase 2. To complete the contracting process, reply to this email accepting the payment terms listed below and sign and date the attached Terms and Conditions document. The Terms and Conditions may be scanned and attached to the email reply to April Ebbinger ([April.Ebbinger@tn.gov](mailto:April.Ebbinger@tn.gov)).

The term of the work will begin **Date** and end on **Date**.

**April Ebbinger (April.Ebbinger@tn.gov)** will be the State’s point of contact for invoicing.

The Contractor will be expected to submit an initial invoice upon completion of initial deliverables; if additional work/edits are requested the Contractor will be prompted to submit a second invoice for payment processing upon completion of the additional work.

The Contractor will be expected to provide his/her own equipment, including laptop.

Payment Terms:

Maximum liability due to Contractor: **\$AMOUNT**

<b>• SCOPE OF SERVICE</b>	<b>• \$AMOUNT</b>
<b>No travel is required for this role.</b>	
<b>Task Force Member: The Contractor shall serve on the SPED Eligibility Task Force Phase 2, which will investigate and review relevant disability standards and relevant guidance documents related to up to six disability categories (as assigned) and update based on research-based best practices.</b>	<b>\$30.00 per hour for a maximum of 40 hours = \$1200.00 upon completion of service</b>
<b>Lead Task Force Member: Monitor, schedule, and manage the task force groups to ensure they meet timelines, communicate any barriers to TDOE, finalize recommendations into appropriate formats, and meet regularly as a group.</b>	<b>\$30 per hour for a maximum of 40 hours (\$1200) + additional \$800.00 = \$2000 upon completion of service</b>

\*State procurement rules require us to pay after services have been rendered.

\*\* Work Product Ownership: 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 provided by the Contractor for the State under this Contract.

## Terms and Conditions

### **A. Standard Terms and Conditions**

1. Total Purchase Order Amount. In no event shall the liability of the State under this Purchase Order exceed the Total Purchase Order Amount.
2. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Purchase Order. If, upon inspection, the State determines that the goods or services are defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.
3. Modification, Amendment or Change Order. This Purchase Order may be modified only by a written amendment or change order signed by the State and the Contractor.
4. Limitation of Liability. The State shall have no liability except as specifically provided in this Purchase Order. In no event shall the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise. The State's total liability under this Purchase Order or otherwise shall under no circumstances exceed the Total Purchase Order Amount.
5. Limitation of Contractor's Liability. The Contractor's liability for all claims arising under this Purchase Order shall be limited to an amount equal to two (2) times the Total Purchase Order Amount. In no event shall this Section limit the Contractor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
6. Termination for Convenience. The State shall have the right to immediately terminate this Purchase Order, without cause and for any reason, upon written notice to the Contractor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.
7. Subject to Funds Availability. The State's payment of this Purchase Order is subject to the appropriation and availability of State or federal funds. In the event that funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Purchase Order, effective immediately, upon written notice to the Contractor. If the State terminates this Purchase Order due to lack of funds availability, the Contractor shall be entitled to compensation

for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date.

8. Payment of Purchase Order. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor, under any contract between the Contractor and the State.

10. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract. Contractor does hereby attest, certify, warrant, and assure that it shall not knowingly utilize the services of an unauthorized immigrant in the performance of this Agreement and shall not knowingly utilize the services of a subcontractor who will utilize the services of an unauthorized immigrant in the performance of this Agreement.

12. Hold Harmless. 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, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omission, or negligence on the party of the Contractor, its employees, or any other person acting for or on its or their behalf relating to this Purchase Order. The Contractor further agrees it shall be liable for the reasonable costs of attorneys for the State to enforce the terms of this Purchase Order.

In the event of any suit or claim, the State and Contractor shall give each other immediate notice and provide all necessary assistance to respond. The State's failure to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

13. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

15. 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 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.

16. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Purchase Order.

17. Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Purchase Order. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Purchase Order shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

18. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

19. Entire Agreement. This Purchase Order contains the entire understanding between the State and the Contractor relating to its subject matter, including all terms and conditions of the parties' agreement. This Purchase Order supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Contractor, whether written or oral.

## **B. Special Terms and Conditions**

20. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

22. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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Vendor Signature

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Date