

STATE OF TENNESSEE DEPARTMENT OF EDUCATION

REQUEST FOR PROPOSALS # 33101-23220FAS3 AMENDMENT # 1 FOR MATH IMPLEMENTATION NETWORK (FY2025)

DATE: June 18, 2024

RFP # 33101-23220FAS3 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		May 22, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	May 28, 2024
3. Pre-response Conference	10:00a.m.	May 29, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 30, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	June 6, 2024
State Response to Written "Questions & Comments"		June 18, 2024
7. Response Deadline	2:00 p.m.	June 25, 2024
State Completion of Technical Response Evaluations		July 10, 2024
9. State Opening & Scoring of Cost Proposals	8:00 a.m.	July 11, 2024
10. Negotiations (Optional)		July 11 - 15, 2024
State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 17, 2024
12. End of Open File Period		July 24, 2024
13. State sends contract to Contractor for signature		July 25, 2024
14. Contractor Signature Deadline	2:00 p.m.	July 26, 2024

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 $\underline{\mathsf{NOT}}$ be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
General		1. Is participation in the math implementation network services optional for districts and their staff?	This is an optional opportunity for LEA's.
General		2. How will CORE regional directors and/or math consultants be involved in the math implementation network? How will the selected contractor be expected to collaborate or otherwise engage with the CORE office staff?	The expectation is that the vendor will work closely with the Academic Strategy division at the department. There is not an expectation of engagement with CORE. The Academic Strategy division will be the conduit between the two entities.
General		3. Who will be the primary audience or participants for the Learning Walks? How will the districts, schools, and classrooms to do Learning Walks in be selected in each CORE region? Is the expectation that IPG data from 10-20 classrooms in each CORE region be collected during each round of Learning Walks?	The primary audience for the learning walks will be district and school leaders. The department will assist in identifying districts to engage with on the learning walks. The expectation is that IPG data would be collected during the learning walks.
General		4. Is the selected contractor responsible for planning and purchasing refreshments and/or meals during regional convenings?	No.
General		5. Is the selected contractor responsible for reimbursing district participants at regional convenings for travel-related costs (e.g., mileage or hotel accommodations) or otherwise supporting travel logistics (e.g., booking hotel rooms for participants traveling a distance more than X miles)?	No
RFP Attachment 6.3. Cost Proposal	Page 28	6. The cost proposal template doesn't include space for cost of creating or adapting student subgroup support resources for Disadvantaged Students, English Learners, and Students with Disabilities. Should that be added as a separate line item or should the cost of creation/adaptation be integrated into the other line items?	Integrated in the other line items.
General		7. Will the timeline of content drafting, review, and finalization for the services scheduled to happen in August-September 2024 be revised due to the contract starting less than 8 weeks before those services are planned to occur? If so, how?	The intent is to meet the dates as outlined in the RFP and Pro Forma Contract.
Pro Forma Contract Section A.17	PDF Pages 49, 50	8. Will the State accept the following or similar modification to Section A.17 of the Pro Forma Contract? 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	No. The State requires that the awardee accept the terms and conditions as written.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		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 use best efforts to 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. Unless indicated otherwise and except when the Contractor retains ownership of products developed or produced prior to or independently of this Contract, the following statement should be provided on all products: Permission is granted to the public to access and use this for noncommercial educational purposes, with attribution to © Tennessee Department of Education.	
Pro Forma Contract Section A.20.	PDF page 52	9. Will the State accept the following or similar addition to Section A.20 of the Pro Forma Contract? The State grants the Contractor a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of Data in de-identified and/or aggregated form. The State agrees that the Contractor may use any de-identified Data and metrics regarding the State's business that are provided to the Contractor by the State, or which are otherwise collected by the Contractor during the course of providing the Services. The Contractor may identify the State as the source from which the Data originated if it complies with the other terms in this Agreement. The State agrees that the Contractor may use de-identified and/or aggregated Data for its business purposes, including, without limitation, for purposes of publication, research, evaluation, and presentation by the Contractor.	No. The State requires that the awardee accept the terms and conditions as written.

3. <u>RFP Amendment Effective Date</u>. 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.