

RFP – INTENSIVE ENGLISH PROGRAM, PATHWAY & DIRECT RECRUITMENT PROVIDER

Amendment 1 – Comments and Questions/Answers

Comment: PLEASE NOTE: We received many excellent questions, some of which pointed out deficiencies in the wording of our original RFP. Therefore, we have revised the RFP to help ensure a fair and open competitive environment. The changes are to Attachment 6.2 E – Terms and Conditions. Please refer to the revised RFP which is also posted to the Tennessee Tech Purchasing and Contracts webpage <https://www.tntech.edu/purchasing/bidopportunities.php> , and use the revised version of the RFP while developing your Technical and Cost Proposals.

Questions/Comments and Answers

Q1: Attachment 6.4 references Services Type I as including assisting Tennessee Tech in its development of a "Pathway Programs." Is this intended to be Pathway Program as defined by the Student Exchange and Visitor Program (SEVP) to include both credit bearing and ESL courses that require specific Pathway Program certification? Or is this intended to be a more generalized Pathway Program that provides pre-sessional English Language Training and support services that prepare students for academic study at the University?

A1: The Pathway Program is intended to be both credit bearing and ESL courses that require specific Pathway Program certification. Tennessee Tech already has SEVIS approved certification, so no additional work is needed in that regard.

Q2: In the Pro Forma Contract, Section E.25 prohibits advertising that implies the services of the Contractor are "endorsed." Could you please clarify the scope of this endorsement and the services? Will the Contractor be allowed to advertise working with Tennessee Tech as necessary to fulfill the requirements of the Agreement?

A2: Yes, the Contractor will be allowed to advertise working with Tennessee Tech as necessary to fulfill the requirements of the Agreement. Since advertising is necessary to fulfill the requirements, we will remove that provision from the Pro Forma contract.

Q3: In the Pro Forma Contract, Section E.21 transfers title to all intellectual property to the University. Could you please clarify the intended scope? Will the Contractor maintain ownership of any pre-developed, proprietary products made at the Contractor's expense and used in order to carry out the responsibilities of the Agreement?

A3: Yes, the Contractor will maintain ownership of any pre-developed, proprietary products made at the Contractor's expense and used in order to carry out the responsibilities of the Agreement. That provision only applies to any IP developed by the Contractor during the term of the contract exclusively for Tennessee Tech's use and benefit.

End of Comments/Questions/Answers.