



STATE OF TENNESSEE  
DEPARTMENT OF EDUCATION

**REQUEST FOR PROPOSALS # 33192-02322  
AMENDMENT # 1  
FOR SUPPLEMENTAL READING PROGRAM FOR  
THE TENNESSEE SCHOOLS FOR THE DEAF**

**DATE: AUGUST 22, 2022**

**RFP # 33192-02322 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		August 1, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	August 4, 2022
3. Pre-response Conference	10:00 a.m.	August 5, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 8, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 11, 2022
6. State Response to Written "Questions & Comments"		August 22, 2022
7. Response Deadline	2:00 p.m.	August 31, 2022
8. State Completion of Technical Response Evaluations		September 8, 2022
9. State Opening & Scoring of Cost Proposals	8:00 a.m.	September 9, 2022
10. Negotiations (Optional)		September 9-16, 2022
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	September 19, 2022
12. End of Open File Period		September 26, 2022
13. State sends contract to Contractor for signature		September 27, 2022
14. Contractor Signature Deadline	2:00 p.m.	September 28, 2022

**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
		<p>1. Please clarify: We provide supplemental materials for readers ages PreK – 12th grade. These materials would be for student practice, self-study and curriculum enrichment. Are supplemental materials considered for this bid? We do not have any teacher materials or instructional materials.</p> <p>Would this be appropriate for this bid?</p>	<p>No. Materials for both students and teachers are vital components and, without specific strategic intervention guidelines within teacher materials and instructional materials, the program does not meet the requested requirements.</p>
		<p>2. If a vendor's pricing for classroom libraries is different for elementary, middle school, and high school, can the differentiated pricing, based on grade level be written into the cost proposal document?</p>	<p>Yes, differentiated pricing will be accepted. Please see revised RFP Attachment 6.3 and RFP Attachment 6.6, section C.3.b in this amendment.</p>
		<p>3. Is the statement on section A.7 b.) on page 34 (pdf page 35) a non-negotiable? Would a standards crosswalk be sufficient?</p>	<p>A.7.b. is not negotiable. T.C.A. § 49-6-2202 prohibits use of Common Core materials that align exclusively with the Common Core State Standards or that are marketed as Common Core textbooks or materials.</p>
		<p>4. In regard to the Web-based Dashboard annual subscription on the cost proposal – for the price/year are you looking for the price for one school per year or the price of four schools per year?</p>	<p>The price should reflect a single price per year for a single district portal where by data for each of the four schools can be entered and tracked.</p>
		<p>5. Are vendors able to submit for a specific grade band (i.e. K-5 or 6-12) or must a response include the full K-12?</p>	<p>The response must include the full K-12.</p>
		<p>6. What is the makeup of the review committee (ex. teachers, admin, SEA)?</p>	<p>Principal, Instructional Coach, Chief Academic Officer, Chief Compliance Officer.</p>
		<p>7. Regarding Section A.1, Section D.30. Incorporation of Additional</p>	<p>The State acknowledges the comment.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions of the Contract, upon receipt of purchase order or other payment method, materials will be shipped within 6 to 12 weeks contingent upon product(s) purchased, or on a timeline mutually agreed to by the parties. (REDACTED VENDOR NAME) invoices the customer based upon the shipment of materials and/or delivery of services. Orders over \$200 ship for free; orders under \$200 have a shipping fee of 10% of the order.</p> <p>(REDACTED VENDOR NAME) ships 99% of orders complete and on-time as scheduled. If a shipment is delayed, a sales representative will contact the partner school/district as soon as (REDACTED VENDOR NAME) is aware that there is a potential delay. Partners have the option of receiving the order complete on an extended timeline OR receiving split-shipped materials, with the available portion of the order arriving as originally scheduled, with backordered materials to follow later OR selecting alternate items from (REDACTED VENDOR NAME)'s offerings.</p> <p>Professional development services will be delivered at customer's request and subject to (REDACTED VENDOR NAME) personnel availability. Should (REDACTED VENDOR NAME)'s professional development have to be rescheduled due to weather or unforeseen emergency, (REDACTED VENDOR NAME) will reschedule the training at a mutual convenience. (REDACTED VENDOR NAME) will deliver professional development services on or about the dates specified in this contract. Changes to or rescheduling of specific dates will not be considered lack of compliance with the contract.</p> <p>(REDACTED VENDOR NAME) strives to address and resolve all customer</p>	<p>Respondents should note all response requirements and restrictions, including the following as they relate to redlines, alternate proposals, and clarifications and negotiations:</p> <p>RFP Section 1.2. states "The pro forma contract substantially represents the contract document that the successful Respondent must sign."</p> <p>RFP Section 3.3.1. states: "A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a nonresponsive counteroffer and reject it."</p> <p>RFP Section 3.3.3. states: "A response must not propose alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it."</p> <p>Pursuant to RFP Section 4.3.2, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. Further, under RFP Section 5.2.3, the State reserves the right to conduct clarifications or negotiations with one or more Respondents.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		concerns within 7 days or less. Our current response time is 4 days or less.	
		<p>8. Regarding Section A.8, Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, Section E.6. Extraneous Terms and Conditions, and Section E.7. Intellectual Property Indemnity of the Contract, (REDACTED VENDOR NAME)'s Professional Development is provided in conjunction with the purchase of instructional materials. (REDACTED VENDOR NAME)'s PD focuses on job-embedded application of effective instructional practices using (REDACTED VENDOR NAME) teacher frameworks. (REDACTED VENDOR NAME) professional development focuses on (REDACTED VENDOR NAME)'s proprietary materials for which (REDACTED VENDOR NAME) owns copyrights and trademarks. (REDACTED VENDOR NAME) does not grant any rights to this intellectual property to the district. All work created by (REDACTED VENDOR NAME) PD staff/consultants is the property of (REDACTED VENDOR NAME), not the district. All rights reserved including the right of reproduction in whole or in part in any form. The contents of these materials may be reproduced to facilitate implementation of (REDACTED VENDOR NAME)'s solutions in classrooms registered with (REDACTED VENDOR NAME).</p> <p>The teacher frameworks provided physically and/or digitally include proprietary information and must be excluded from public release. These frameworks include (REDACTED FRAMEWORKS) (REDACTED VENDOR NAME) (REDACTED FRAMEWORKS), among others.</p> <p>(REDACTED FRAMEWORKS) also includes proprietary information and the logins provided for this tool must be excluded from public release.</p>	See response to #7.

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		<p>Both physical and digital frameworks specified are Copyright © (REDACTED VENDOR NAME). All rights reserved, including the right of reproduction in whole or in part in any form. The contents of these publications may not be reproduced or used in any form except to facilitate implementation of (REDACTED VENDOR NAME) (REDACTED FRAMEWORK) in classrooms registered with (REDACTED VENDOR NAME).</p> <p>(REDACTED VENDOR NAME) retains proprietary rights to its professional development, both in person and virtual; therefore, recording of professional development is prohibited. (REDACTED VENDOR NAME) reserves the right to maintain distribution of its professional development services.</p>	
		<p>9. Regarding Section A.9. Warranty, Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions of the Contract, returns are allowed for order discrepancies and/or damaged products and must be reported within 90 days of receipt of order to receive credit or replacement product. Marked, stickered, stamped, or otherwise altered materials are non-returnable. Please contact us prior to returning items to (REDACTED VENDOR NAME) to ensure your return is processed correctly and you receive credit or replacement. (REDACTED VENDOR NAME) will pay for return shipping if the return is a result of company error.</p> <p>If you have questions regarding your order, please contact our Customer Care Department at (REDACTED VENDOR NAME).</p>	See response to #7.
		<p>10. Regarding Section A.9. Warranty, Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and</p>	See response to #7.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>Section E.6. Extraneous Terms and Conditions of the Contract, (REDACTED VENDOR NAME) guarantees quality products and will replace items deemed defective within 90 days of receipt. (REDACTED VENDOR NAME) cannot guarantee replacement of products outside of this 90-day period. For planning purposes, customers can expect to reorder a portion of trade books and teacher frameworks due to intensive use and normal wear and tear year to year.</p>	
		<p>11. Regarding Section C.8. Deductions, Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions of the Contract, standard payment terms of net 30 days from invoice will be applied. There is a 3% processing fee for any order above \$500 paid using a credit card. (REDACTED VENDOR NAME) invoices materials and services when delivered. (REDACTED) and digital licenses are invoiced at inception. (REDACTED) and digital licenses are due and payable when invoiced. Payment may not be withheld until PO is complete; partial payments are required.</p> <p>(REDACTED VENDOR NAME)'s invoices are payable 100% when presented and are due within 30 days. No retainage deductions are permitted.</p>	See response to #7.
		<p>12. Regarding Section D.9. Nondiscrimination, Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions of the Contract, in the event of a default of any kind, a breach of obligation of any kind or a failure to comply with any term, covenant or condition set forth in this contract the legal and equitable remedies available to the District shall be limited to termination of this contract by giving (REDACTED VENDOR</p>	See response to #7.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		NAME) a termination notice. If the District terminates this contract, then the District shall pay for all services rendered and materials delivered up to the date of termination.	
		13. Regarding Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions, given that (REDACTED VENDOR NAME)'s customers can receive up to 15,000 unique titles, individual title changes cannot be approved by the district in advance. (REDACTED VENDOR NAME)'s dynamic product offerings are built on continuously improving texts and text collections selected by (REDACTED VENDOR NAME) literacy experts from what is appropriate and currently available in the market. This ensures that (REDACTED VENDOR NAME)'s customers have the most current, high-quality texts possible from (REDACTED VENDOR NAME)'s comprehensive database of titles. Please note (REDACTED VENDOR NAME) (REDACTED) is not a program with a static title list.	See response to #7.
		14. Regarding Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions, (REDACTED VENDOR NAME)'s Professional Development services will be delivered at customer's request and subject to (REDACTED VENDOR NAME) personnel availability. Should (REDACTED VENDOR NAME)'s Professional Development have to be rescheduled due to weather or unforeseen emergencies, (REDACTED VENDOR NAME) will reschedule the training at a mutual convenience. Professional Development training cannot be cancelled or changed within 15 days of the event day. Customers that cancel Professional Development events within that timeframe will be billed for the cancelled event.	See response to #7.

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		<p>(REDACTED VENDOR NAME) professional development is designed and priced for groups of 25 participants. If the number of participants exceeds 25, (REDACTED VENDOR NAME) reserves the right to insist on the maximum of 25, charge extra for extra participants, or make other adjustments to the professional development to ensure the best learning experience and results for participants.</p> <p>(REDACTED VENDOR NAME) will deliver professional development services on or about the dates specified in this contract. Changes to or rescheduling of specific dates will not be considered lack of compliance with the contract.</p>	
		<p>15. Regarding Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions, (REDACTED VENDOR NAME) establishes standard pricing which is reviewed periodically and then posted on the company's website. Prices are subject to change throughout the year. (REDACTED VENDOR NAME)'s current prices appear on the (REDACTED VENDOR NAME) website (REDACTED WEBSITE). Please note (REDACTED VENDOR NAME) prices are valid 90 days from date of proposal.</p> <p>(REDACTED VENDOR NAME) will provide similar pricing for similar sized purchases made by the District which contain similar product, grade, and delivery configurations that (REDACTED VENDOR NAME) has provided to similar size school districts in the same state and in the same fiscal year (July 1–June 30). Exclusions are (but not limited to): multiyear contracts, customized solutions typical of larger school districts, and volume discounts.</p>	See response to #7.



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		<p>(REDACTED VENDOR NAME) does not discount from enclosed price list except where economies of scale allow (REDACTED VENDOR NAME) to pass along cost efficiencies to customers who purchase directly from (REDACTED VENDOR NAME) in large volumes. For example, customers who purchase \$10,000,000 or more in materials at one time could receive a 2% discount on all materials purchased directly through (REDACTED VENDOR NAME). Certain conditions and exclusions may apply.</p> <p>For customers who purchase less than \$10,000,000 in materials at one time, economies of scale also apply. For example, tiered pricing based on the number of students (i.e., exemplar text packs), number of schools (i.e., (REDACTED) or number of (REDACTED VENDOR NAME) Professional Development sessions purchased is provided on the price list.</p> <p>For customers who purchase less than \$10,000,000 in materials at one time directly from (REDACTED VENDOR NAME), cost efficiencies on Research Lab (Units 2-4) modules will be passed along where economies of scale allow (REDACTED VENDOR NAME) to do so. This pricing is only available when 150 or more of the exact same Research Lab module (Units 2-4) (e.g., Third Grade Bugs with the same basket spectrum) are purchased at the same time without customization or rush delivery. The following chart details the percentage reduction from (REDACTED VENDOR NAME) standard pricing based on the above conditions:</p> <table border="1" data-bbox="435 1577 919 1839"> <thead> <tr> <th data-bbox="443 1587 727 1686">Number of Research Lab Modules Purchased</th> <th data-bbox="727 1587 911 1686">Price reduction</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1686 727 1738">150-200 modules</td> <td data-bbox="727 1686 911 1738">3%</td> </tr> <tr> <td data-bbox="443 1738 727 1791">200-250 modules</td> <td data-bbox="727 1738 911 1791">5%</td> </tr> <tr> <td data-bbox="443 1791 727 1839">Over 250 modules</td> <td data-bbox="727 1791 911 1839">7%</td> </tr> </tbody> </table>	Number of Research Lab Modules Purchased	Price reduction	150-200 modules	3%	200-250 modules	5%	Over 250 modules	7%	
Number of Research Lab Modules Purchased	Price reduction										
150-200 modules	3%										
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		<p>If at any time the Consumer Price Index (CPI)- Transportation or Consumer Price Index (CPI)- Goods and Services, increase by 5% or more, year over year, (REDACTED VENDOR NAME) reserves the right to charge a temporary inflation surcharge up to \$300 per day of professional development.</p>	
		<p>15. Regarding Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions, (REDACTED VENDOR NAME)'s (REDACTED CURRICULUM NAME) is a comprehensive offering consisting of numerous components that vary by grade, many of which are custom. In addition, (REDACTED VENDOR NAME)'s materials include trade books from over 250 publishers. As is the case in trade book publishing, specific titles are often out of stock or out of print, so title availability varies over time. In response to a request or requirement to provide samples (REDACTED VENDOR NAME) will only provide a representative sample or sample set that, in (REDACTED VENDOR NAME)'s sole discretion, best represents the products and materials the district will most likely receive.</p>	See response to #7.
		<p>16. Regarding Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, and Section E.6. Extraneous Terms and Conditions, (REDACTED VENDOR NAME) does not provide performance bonds, payment bonds or letters of credit.</p>	See response to #7.
		<p>17. Regarding Section D.30. Incorporation of Additional Documents, Section E.1. Conflicting Terms and Conditions, Section E.6. Extraneous Terms and Conditions, and Section E.9.a(3), (REDACTED VENDOR NAME) cannot provide proof of an ISO certification, proof of a FedRAMP</p>	See response to #7.

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		<p>authorization, or an annual SOC2 audit from a CPA firm. (REDACTED VENDOR NAME) and (REDACTED VENDOR NAME)'s processing environment shall enforce policies that align with the NIST Cyber Security Framework (CSF).</p>	
		<p>18. Regarding Section D18. Limitations of Contractor's Liability and D19. Hold Harmless, acceptance of Sections D18 and D19 is subject to the completion of the "blanks" in Sections B and C.1. Should the Maximum Liability and resulting risk allocation be disproportionate or overly broad, (REDACTED VENDOR NAME) will respectfully request the following revisions to Section D19 to appropriately narrow the scope and to reasonably reflect the risk related to the provision of products and services under this Contract:</p> <p>D.19. 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 are actually injured or damaged as a result of acts, omissions, or gross negligence solely on the part of the Contractor, its employees, or its authorized agents any person acting for or on its or their behalf relating to the performance of Contractor's obligations under this Contract. Subject to the limitation provided in Section D18, the Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this</p> <p>Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The</p>	<p>See response to #7.</p>

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		failure of the State 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.	
		19. Regarding Section D13. Progress Reports, (REDACTED VENDOR NAME) can provide reporting on what goods and services have been delivered against the contract.	See response to #7.
		20. Regarding Section C5. Invoice Requirements, (REDACTED VENDOR NAME) issues invoices when goods and/or services are delivered and not once a month.	See response to #7.
		21. Regarding Section E.9.3, the Contractor and Contractor's processing environment shall enforce policies that align with the NIST Cyber Security Framework (CSF).	See response to #7.

3. Delete RFP Attachment 6.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

**RFP ATTACHMENT 6.3.**

**COST PROPOSAL & SCORING GUIDE**

*NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
Classroom Library (Grades pre-K-3); A.2.	\$ /per library	6	
Classroom Library (Grades 4-6); A.2.	\$ /per library	4	
Classroom Library (Grades 7-8); A.2.	\$ /per library	3	
Classroom Library (Grades 9-12); A.2.	\$ /per library	5	
Thematic Classroom Library (grades 7 to 12); A.3.	\$ /per library	6	
Integrated Reading Fluency and Comprehension Assessment; A.4.	\$ /delivery per school	4	
Professional Development; A.5.	\$ /per day	10	
Web-based Dashboard Annual Subscription; A.6.	\$ /per year	4	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
<b>lowest evaluation cost amount from <u>all</u> proposals</b> <hr/> <b>evaluation cost amount being evaluated</b>		<b>x 30</b> <b>(maximum section score)</b>	<b>=</b> <b>SCORE:</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

4. Delete RFP Attachment 6.6 section C.3.b in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

b. The Contractor shall be compensated based upon the following payment methodology:

<b>Goods or Services Description</b>	<b>Amount (per compensable increment)</b>
Classroom Library (Grades pre-K-3); A.2.	\$/ per library
Classroom Library (Grades 4-6); A.2.	\$/ per library
Classroom Library (Grades 7-8); A.2.	\$/ per library
Classroom Library (Grades 9-12); A.2.	\$/ per library
Thematic Classroom Library (grades 7 to 12); A.3.	\$/ per library
Integrated Reading Fluency and Comprehension Assessment; A.4.	\$/ delivery per school
Professional Development; A.5.	\$/ per day
Web-based Dashboard Annual Subscription; A.6.	\$/ per year

5. **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.