Addendum / Clarification No. 1
Request for Qualifications/Proposals
for Expanded Learning Opportunities Program (ELO-P)
BPSD-ESPORTS-01242025R

All information related to this Request for Proposal is posted online at https://www.bpsd.us/divisions/operational-services/district-bids-and-rfps. It is the Proposer's responsibility to ensure that they have reviewed the RFP documents, exhibits, and addenda prior to submission of a proposal.

Please contact Karina Mesa, Contract Specialist at **karmesa@bpsd.**us if you have any questions.

The following items are changes and clarifications to the scope of work. This addendum must be read together with terms and conditions of the RFP and all prior addenda. The terms and conditions outlined in the RFP shall remain the same unless otherwise specified in this Addendum. Should a conflict exist between addenda language and the original RFP it is understood the changes in this Addendum shall take precedence:

CLARIFICATIONS

Question 1:
Can you tell me what the revisions were?

Clarification 1:
The revised RFP now focuses specifically on E-Sports.
The rubric has also been revised.

Question 2:
My main question is with regard to the budget. It says to price at 3 hours per week then also says for 48 days (that would mean it's 3 hours per day not per week)

Clarification 2:
The budget based on the following criteria:
- 100 students
- 3 hours per week (1 hour or 1.5 hour sessions for a totaling 3 hours of service per week)
- Over the course of 48 instructional days (March 24, 2025 to May 29, 2025)

Question 3:
To ensure we align our submission with the District's expectations, could you provide insight into the key revisions made to the RFP? Specifically, we'd like to understand in what ways the scope, requirements, or evaluation criteria may have changed and what adjustments we might need to consider.

If possible, we'd appreciate the opportunity for a brief call to discuss these updates and gain a clearer understanding of the District's intended services. Please let us know if that would be possible.

Clarification 3:
The revised RFP, including any updates to the scope, requirements, and evaluation criteria, has been posted on our website. We encourage you to review the updated RFP to ensure your submission aligns with the District's expectations.

To ensure fairness and transparency throughout the RFP process, we ask you to email any questions regarding RFP to Karina Mesa at karmesa@bpsd.us which will be addressed through an official addendum.

Question 4:
Eligibility for For-Profit Organizations: Refer to RFP Session I Program Overview/Introduction:
The RFP indicates it is open to "community partners with experience operating high-quality after-school programs." The RFP doesn't explicitly state whether for-profit businesses are eligible to apply within the umbrella of community partners.

1. Could you clarify if for-profit organizations can submit proposals for this program?
2. Who counts as community partners in your definition as the RFP indicates community partners must be involved?

Clarification 4:
1. Any entity may bid. It is an open competition**.**
2. Nonprofit and for-profit companies count as community partners.

Question 5:
Program Format: Refer to RFP Session II Program Funding/b Direct Service and Administrative Cost Guidance
The RFP indicates "please submit a budget proposal for 100 students, 3 hours per week for 48 instructional days (March 24, 2025 to May 29, 2025)". We intend to submit a timeline and budget aligned for 3 hours per week (x10 weeks) for a total of 30 hours. Given consideration to the 20:1 ratio, we hope you can clarify the below so we can determine the appropriate number of personnel and timeline of activities:

1. Will sessions be offered to all 100 students at once, at the same time and location?
2. OR are students divided in groups attending sessions at the same time and location?
3. OR are students divided in groups attending sessions at different times and locations? If so, how many groups?

Clarification 5:
1. The 100 students who are attending the program will not attend at once but will be at the same time and location.
2. Given the 20:1 student-to-instructor ratio, students will be divided into groups at the same time and location.
3. The students divided into groups may attend different sessions in a rotation system that ensures all groups are provided with equal instructional opportunities, while also

maintaining an efficient and engaging learning environment at the same location and time.

Question 6:
Proposal Submission:

1. How many copies of the proposal package would you like to be included in the submission?
2. Should the Independent Provider Agreement and Certification by Contractor be signed during proposal submission or just upon contract offering?
    1. If the first is true, in a joint venture between our company and a partner to deliver the in person program service offered, who should sign? Should both partners sign?
3. Should we include the RFP, addendums and blank attachments if no signature is needed at this stage (Independent Provider Agreement and Certification by Contractor) to the printed proposal package?

Clarification 6:

1. One copy is needed for the submission.
2. The Independent Provider Agreement and Certification by Contractor should be signed upon contract offering, not during the proposal submission. These documents are intended to ensure that the contractor (or vendors) are aware of the terms and conditions if selected for the contract. The signed documents will be required when the awardee is selected and board approved.
    1. No signature is required at the time of proposal submission, the question is not applicable at this stage.
3. The RFP, addendums, and blank attachments that do not require a signature at the proposal submission stage do not need to be submitted.

Question 7:
Intellectual Property and Content Ownership: Refer to Independent Provider Agreement/ 7. Originality of Services/Intellectual Property.
“Provider understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District’s express written permission. Provider acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District."

1. Could you clarify how this applies to proprietary online platforms curriculum proposed for the esports program where content may be hosted on external platforms or developed using our esports competition platform and proprietary tools?

Clarification 7:

If the esports competition platform and proprietary tools are already owned by the vendor/contractor and are not being developed specifically for the District under this agreement, these tools and platforms may not fall under the IP clause. However, content produced or integrated within those platforms (like lesson plans, activities, and program-specific materials

created under the contract) would still be considered District property if they are developed for the program.

All original content and materials specifically developed for the District under this agreement, including but not limited to course materials, training modules, and program-specific content, shall be the sole and exclusive property of the District.

Content created by students or staff under this agreement and hosted on external platforms (e.g., third-party esports platforms) shall be owned by the District.