

RFA AMENDMENT RELEASE DATE: 11/10/21

State Funding Formula Consultant

Request for Application

Tracking #: 33101- 2205633101FAS0C

State's response to vendor questions and comments

RFA IS AMENDED AS FOLLOWS:

1. The State's responses to questions and comments in the table below amend and clarify this RFA. *Any restatement of RFA text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFA document.*

#	QUESTION	STATE RESPONSE
1	<p>Is the state open to awarding multiple contracts to the same vendor?</p> <p>If so, is the state open to reviewing a combined proposal for more than one contract (as there may be efficiencies in doing so)?</p>	<p>Yes, the same vendor may win multiple of the "State Funding Formula Professional Development for State Officials," "State Funding Formula Professional Development for School Districts," and "State Funding Formula Consultant" contracts.</p> <p>Applicants should submit one proposal per RFA, as three separate contracts will be awarded for each of the three RFAs. However, if applicants are applying for multiple contracts, they may re-use language or material from another RFA, without any penalty to their score.</p>
2	<p>"The contractor shall not be compensated or reimbursed for travel time, travel costs, meals, or lodging" -- is this restriction applicable on top of the budget for each RFP? Or can none of the budget for these projects be spent on travel and meals?</p>	<p>Travel time, travel costs, meals, and lodging may be included in the applicant's proposed budget. This restriction is in place to keep those expenses from being added on top of the maximum liability (\$50,000) of each contract.</p>
3	<p>Will the state provide the necessary dataset components for requested modeling and data analysis?</p>	<p>Yes, the state will provide the necessary dataset components for requested modeling and data analysis.</p>
4	<p>Does the state anticipate that the consultant will only need to model new policy proposals, or will the consultant also need to model aspects of the current BEP?</p>	<p>The consultant will focus on new developments and new policy proposals related to the Tennessee BEP.</p>
5	<p>Is there any further information on the approximate cadence of work or milestones within the timeline for this contract? Are any of these milestones dependent on the legislative session?</p>	<p>Work may be slightly front-loaded in preparation for the legislative session. Ongoing consultation is expected throughout the legislative session. The content of consultation meetings may depend upon developments in the legislative session.</p>



Department of
Education

State Funding Formula Consultant 2021 Request for Applications (RFA)

Tennessee Department of Education | November 2021

Application Due Date: November 19, 2021



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General Information

Background

On October 8, 2021, Tennessee Governor Bill Lee and Commissioner of Education Penny Schwinn called for a comprehensive review of the state's education funding formula, known as the Basic Education Plan (BEP), which has not been meaningfully updated in more than 30 years. The state's engagement includes a central steering committee composed of policymakers from across the state and 18 subcommittees, who represent district and school leaders, higher education partners, elected officials, business leaders, families, education stakeholders and members of the public. In order to make strategic decisions in the best interest of all Tennessee students and families, it is critical that decision-makers thoroughly understand technical specifications and possibilities of the funding formula. With informed input from a variety of stakeholders, the Tennessee Department of Education ("State") hopes to explore possibilities for a more student-centered approach to the BEP.

Procurement Purpose

The State is seeking a Contractor to provide ongoing consultation with State personnel on developments in drafts of the BEP formula.

The ideal individual or team will possess the following experiences and skills:

- Strong track record on state-level school finance
- Strong track record on school funding policy at a state level
- Ability to prepare and provide materials and data sets for use with a variety of stakeholders
- Strong academic background in education, finance, economics, mathematics, or a closely related field
- Prior consulting and/or advisory experience at the state or national level

This Contractor will help State leadership develop the knowledge and context necessary to make strategic decisions around the BEP formula that are in the best interest of all Tennessee students and families.

Scope of Work

From contract start date through May of 2022, the Contractor must provide ongoing consultation with State personnel on developments in drafts of the BEP formula. The Contractor may be asked to provide up to 80 hours (5-10 hours per month) of consultation to the State. These consultations will occur via weekly or biweekly meetings and will be primarily online, with up to two (2) in-person consultations. These consultations must cover the following:

- Weekly or bi-weekly meetings to discuss and consult on school funding formula development
- Analysis of hypothetical outcomes related to the BEP, specific to Tennessee, based on different funding formula inputs. This analysis should include consideration of data related to student enrollment and be able to show real-time changes and trade-offs to inform decisions such as weights. Production of up to 10 examples and options for local contributions, including running the data for every county related to each example
- Monthly reviews of the formula drafts with specific feedback

Contract award will be based solely on technical merit; however, applicants must submit cost proposals as part of the application. Bids exceeding \$50,000.00 will not be accepted. The selected Contractor will be compensated according to the payment methodology in the selected Contractor's budget proposal in Mandatory Requirements #5. This budget proposal is subject to approval by the State upon Contract award.

See the attached pro forma contract that includes a more detailed scope of services. This substantially represents the contract document that the awarded Contractor must sign. If the awardee is a TN State or local governmental entity, the appropriate State template will be used. Please note that the payment methodology in the pro forma contract will be updated to reflect the budget proposal of the selected Contractor.

Communications

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

Miles Woodhull, Special Projects & Operations Manager
Tennessee Department of Education, Office of the Deputy Commissioner
Andrew Johnson Tower, 10th Floor
710 James Robertson Parkway
Nashville, TN 37243
Miles.Woodhull@tn.gov
(615) 600-2892

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

Event	Time (Central Time Zone)	Date
RFA Released		November 5, 2021
Deadline for Written Questions from Vendor	1:00 PM (CST)	November 10, 2021
State Publishes Responses to Written Questions		November 15, 2021
Notice of Intent to Apply	11:59 PM (CST)	November 15, 2021
Application Deadline	11:59 PM (CST)	November 19, 2021
Notice of Contract Award		November 23, 2021
Proposed Contract Start Date		November 29, 2021

Application Procedures

By 11:59 PM CST on November 15, 2021, interested applicants are requested to send an email to Miles.Woodhull@tn.gov, indicating their intent to apply.

The full application must be completed and submitted via email to Miles.Woodhull@tn.gov by **11:59 PM CST on November 19, 2021. Paper copies of this application will not be accepted.**

Steps to submitting an application:

1. By 1:00 PM CST on November 10, 2021, submit any questions to Miles.Woodhull@tn.gov. The State will publish responses to all written vendor questions by November 12, 2021.
2. By 11:59 PM CST on November 15, 2021, submit an email to Miles.Woodhull@tn.gov indicating intent to apply. Please use the subject line, "Intent to Apply: School Finance PD & Consultation."
3. By 11:59 PM CST on November 19, 2021, submit an email to Miles.Woodhull@tn.gov with the subject line, "Application: Funding Formula Consultant". In this email, attach a single document that includes application components in the following order: Responses to Mandatory Requirements, Cover Letter, Resume/CV, and Narrative Response. In addition to this document, attach additional attachment(s) for the work sample(s), labeled "[applicant's name]_Funding Formula Consultant_Work Sample #."

Application Components

Mandatory Requirements Narrative (Pass/Fail)

The applicant must address all mandatory requirement items and provide, in sequence, the information and documentation as required. The Solicitation Coordinator will review responses to determine if the Mandatory Requirements Items are addressed as required and mark each with pass or fail.

Mandatory Requirements
MR1: Applicant must detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response. If the Applicant is a team, provide information for all team members, but indicate who the primary point of contact should be.
MR2: Applicant must attest that they, or the team member assigned to the work, have a master's level or doctorate level degree in education, finance, economics, mathematics, or a closely related field.
MR3: Applicant must briefly describe (1-2 paragraphs) prior consulting and/or advisory experience at the national or state level.
MR4: Applicant must provide the name, title, and contact information (email and phone number) of two different references who can speak to the quality of the Respondent's work described in response to Mandatory Requirement #3. The Solicitation Coordinator or members of the scoring committee may contact these references as part of the scoring process.
MR5: The applicant must submit a budget proposal with maximum liability no greater than \$50,000.00. The payment methodology of this budget proposal may be hourly, milestone-based, or both, according to the discretion of the applicant. The budget proposal must account

for all components of the scope of work. The applicant must affirm that services can be provided within the maximum liability of \$50,000.00.

Please note that the budget proposal of the selected Contractor is subject to approval by the State, upon awarding of the Contract.

*Mandatory pass/fail component but cost will not be scored.

MR6: The applicant must provide all application material as described in this Request for Applications. All material must be received by the State before the application deadline, as described in the Schedule.

Technical Response

In addition to responses to the Mandatory Requirements, Applicants must submit a cover letter, resume or *curriculum vitae*, work sample(s), and narrative response.

(TR1) Cover Letter

Each applicant must submit a cover letter that provides a narrative around why the applicant is interested in consultation services on the BEP to the State. This cover letter should also outline why the applicant is well-qualified. See Attachment A: Scoring Rubric for further details on how this cover letter will be assessed.

(TR2) Resume or CV

Each applicant must submit a resume or *curriculum vitae* (CV) with their application. The resume/CV should confirm the responses to Mandatory Requirements #2 and #3. Beyond the mandatory requirements, preference will be given to candidates who demonstrate the following qualifications:

- Strong track record on state-level school finance
- Strong track record on state policy
- Ability to prepare and provide materials and data sets for use with a variety of stakeholder audiences
- Strong academic background in education, finance, economics, mathematics, or a closely related field
- Prior consulting and/or advisory experience at the state or national level

(TR3) Work Sample(s)

Each applicant must submit 1-2 work samples. Work samples may be prior presentations, papers, reviews, or anything else that has a high level of quality and relevance to the scope of work of this RFA. As indicated in Application Procedures, the Work Sample(s) must be submitted separately from the final application document. See Attachment A: Scoring Rubric for further details on how the Work Sample(s) will be assessed.

(TR4) Narrative Response

Each applicant must submit a narrative that speaks to the applicant's ability to address each of the following deliverables:

- Weekly or bi-weekly meetings to discuss and consult on school funding formula development
- Analysis of hypothetical outcomes related to the BEP, specific to Tennessee, based on different funding formula inputs. This analysis should include consideration of data related to student enrollment and be able to show real-time changes and trade-offs to inform decisions such as weights. Production of up to 10 examples and options for local contributions, including running the data for every county related to each example
- Monthly reviews of the formula drafts with specific feedback

This narrative will be assessed on the degree to which the response (1) provides concrete, credible examples of prior experience that make successful completion of each deliverable likely and (2) presents evidence that the applicant has a compelling plan to realize each deliverable. Responses should be concise but thorough, and they should not exceed 1600 words.

Attachment A: Scoring Rubric

Note that the superscript above each application criteria indicates the application component(s) that will be used to assess the criteria.

Application Criteria	Maximum Points
1. Level of Prior Experience ^{TR1, TR2} : Does the applicant demonstrate significant prior experience in state-level school finance and policy? Does the applicant have significant experience in a consulting/advisory capacity at the state or national level?	25
2. Academic Background ^{TR1, TR2} : Does the applicant demonstrate prior academic achievement in relevant fields that makes them likely to be successful in completing the scope of work to a high-level of quality?	15
3. Quality of Work Sample(s) ^{TR3} : Does the applicant demonstrate through their work sample(s) that they are a content expert in state-level school finance and are able to effectively communicate with state-level administrators and other audiences?	15
4. Ability to Address Scope Specifications ^{TR3, TR4} : Does the applicant demonstrate an ability to produce deliverables required in the scope of work to a high-level of quality?	35
5. References ^{MR4} : Does the applicant provide references who speak highly of applicant's prior work and express confidence in the applicant's ability to complete the scope of work?	10
SCORE (maximum possible score = 100)	

Scoring Values	#					Maximum Points
	#1	0	6	12	18	25
	#2	0	3	7	11	15
	#3	0	3	7	11	15
	#4	0	8	17	26	35
	#5	0	5		10	
<p>Level of Prior Experience: Does the applicant demonstrate significant prior experience in state-level school finance and policy? Does the applicant have significant experience in a consulting/advisory capacity at the state or national level?</p> <p><i>Assessment Artifact(s): Cover Letter, Resume</i></p>	<p>Applicant has worked closely with state or national policymakers and administrators.</p>	<p>Applicant has worked closely with state or national policymakers and administrators in 1-2 capacities.</p> <p>AND</p> <p>Applicant's experience in some of these capacities involved technical and strategic modeling of school funding.</p>	<p>Applicant has worked closely with state or national policymakers and administrators in 1-2 capacities.</p> <p>AND</p> <p>Applicant's experience in some of these capacities involved technical and strategic modeling of school funding.</p> <p>AND</p> <p>Applicant's prior experience involved producing data sets and talking</p>	<p>Applicant has worked closely with state or national policymakers and administrators in 3+ capacities.</p> <p>AND</p> <p>Applicant's experience in some of these capacities involved technical and strategic modeling of school funding.</p> <p>AND</p> <p>Applicant's prior experience involved producing data sets and talking about them to a variety of stakeholder audiences.</p>	<p>Applicant has worked closely with state or national policymakers and administrators in 3+ capacities.</p> <p>AND</p> <p>Applicant's experience in at least 3 of these capacities involved technical and strategic modeling of school funding.</p> <p>AND</p> <p>Applicant's prior experience involved producing data sets and talking about them to a variety of stakeholder audiences.</p>	

			about them to a variety of stakeholder audiences.		
<p>Academic Background: Does the applicant demonstrate prior academic achievement in relevant fields that makes them likely to be successful in completing the scope of work to a high-level of quality?</p> <p><i>Assessment Artifact(s): Cover Letter, Resume</i></p>	Applicant has no rigorous academic background in a related field.	Applicant has a master’s level degree in a related field.	Applicant has a doctoral level degree in a related field.	Applicant has a doctoral level degree in a related field. AND Applicant has a series of prior academic presentations, papers, or reviews in a highly related field of study.	Applicant has a doctoral level degree in a related field. AND Applicant has a series of prior academic presentations, papers, or reviews on state-level school finance and/or state funding formulas.
<p>Quality of Work Sample(s): Does the applicant demonstrate through their work sample(s) that they are a content expert in state-level school finance and are able to effectively communicate with state-level administrators and other audiences?</p>	Work sample lacks relevance to state-level school finance stakeholders.	Work sample demonstrates experience with state-level school finance. AND Work sample has significant deficits in technical merit.	Work sample demonstrates experience with state-level school finance. AND Work sample is highly relevant to the scope of work of this RFA, but it may either lack some technical value or be somewhat difficult to	Work sample demonstrates mastery of state-level school finance. AND Work sample demonstrates an ability to communicate complex education finance considerations with	Work sample demonstrates mastery of state-level school finance. AND Work sample demonstrates an ability to communicate complex education finance considerations with a variety of stakeholders. AND Work sample is similar to the specific deliverables

<p><i>Assessment Artifact(s): Work Sample(s)</i></p>			<p>understand by a variety of stakeholders.</p>	<p>a variety of stakeholders.</p>	<p>of the scope of this RFA, including “analysis of outcomes related to state funding formulas based on various inputs, including an ability to show real-time changes and trade-offs to inform decisions such as weights.”</p>
<p>Ability to Address Scope Specifications: Does the applicant demonstrate an ability to produce deliverables required in the scope of work to a high-level of quality?</p> <p><i>Assessment Artifact(s): Narrative Response</i></p>	<p>Applicant’s Narrative Response either fails to provide examples of past experience that indicate an ability to fulfill the specifications of the scope of work, and applicant fails to a credible plan for fulfilling the deliverables of the scope of work.</p>	<p>Applicant’s Narrative Response fails to provide meaningful example of prior experience(s) with (1) consulting/advising at a state/national level regarding school finance OR (2) analysis of outcomes related to state funding formulas based on various inputs, including an ability to show real-time changes and trade-offs to inform decisions such as weights.</p> <p>AND</p> <p>Applicant’s Narrative Response</p>	<p>Applicant’s Narrative Response provides concrete examples of prior experience(s) with (1) consulting/advising at a state/national level regarding school finance OR (2) analysis of outcomes related to state funding formulas based on various inputs, including an ability to show real-time changes and trade-offs to inform decisions such as weights.</p> <p>AND</p>	<p>Applicant’s Narrative Response provides concrete examples of prior experience(s) with (1) consulting/advising at a state/national level regarding school finance AND (2) analysis of outcomes related to state funding formulas based on various inputs, including an ability to show real-time changes and trade-offs to inform decisions such as weights.</p> <p>AND</p> <p>Applicant’s Narrative Response presents a credible and detailed plan for fulfilling the deliverables outlined in the scope of work.</p>	<p>Applicant’s Narrative Response provides concrete examples of prior experience(s) with (1) consulting/advising at a state/national level regarding school finance AND (2) analysis of outcomes related to state funding formulas based on various inputs, including an ability to show real-time changes and trade-offs to inform decisions such as weights.</p> <p>AND</p> <p>Applicant’s Narrative Response presents a credible and detailed plan for fulfilling the deliverables outlined in the scope of work.</p> <p>AND</p> <p>Applicant explicitly relates prior experiences to an ability to fulfill the scope of this RFA to a high-level of quality.</p>

		presents a credible and detailed plan for fulfilling the deliverables outlined in the scope of work.	Applicant's Narrative Response presents a credible and detailed plan for fulfilling the deliverables outlined in the scope of work.		
<p>References: Does the applicant provide references who speak highly of applicant's prior work and express confidence in the applicant's ability to complete the scope of work?</p> <p><i>Assessment Artifact(s): References (Mandatory Requirement #4)</i></p>	References have multiple serious reservations about working with the applicant again.	References attest to a high-level of technical work, communication skills, and/or professionalism. Reference(s) may have some minor reservations about working with applicant again.	References attest to the highest quality of technical work, communication skills, and professionalism, and they would have no reservations about working with applicant on a project related to this scope of work.		

Attachment B: Pro Forma Contract

The *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the document that the successful agency must sign.



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date June 30, 2022	Agency Tracking # 33101-2205633101FAS0B	Edison Record ID
Contractor Legal Entity Name			Edison Vendor ID

Goods or Services Caption (one line only)

Funding Formula Consultant

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

Contractor Ownership Characteristics:

- Minority Business Enterprise (MBE):
 - African American
 - Asian American
 - Hispanic American
 - Native American
- Woman Business Enterprise (WBE)
- Tennessee Service Disabled Veteran Enterprise (SDVBE)
- Disabled Owned Business (DSBE)
- Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- Government Non-Minority/Disadvantaged Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

<input checked="" type="checkbox"/> Competitive Selection	Applicants respond to Request for Application (RFA) solicitation. Applicants who pass mandatory requirements are scored by a review committee according to a rubric included in the RFA document based on previous experience, academic background, references, work sample, and application response. The highest scoring applicant is awarded the contract.
<input type="checkbox"/> Other	N/A

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional) ED00001562	Account Code (optional)
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CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
CONTRACTOR NAME

This Contract, by and between the **State of Tennessee, Department of Education** ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Funding Formula Consultant, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID #: **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Basic Education Program (BEP): funding formula through which state education dollars are generated and distributed to Tennessee schools
- A.3. The Contractor shall provide consulting services to the State on ongoing developments in the BEP. The Contractor shall engage in meetings with State leadership every five (5) to ten (10) business days to discuss or consult on BEP developments. Scheduling is at the discretion of the State, with consideration of the Contractor's availability. The Contractor shall be available for up to eighty (80) hours of consultation meetings during the Term. These consultation meetings shall occur online via video conference, except for up to two (2) in-person consultations. The in-person meetings shall occur in Nashville, Tennessee, at a location, date and time determined by the State, with consideration given to mutual availability.
- A.4. Before each consultation meeting described in A.3., the Contractor shall prepare any deliverables requested by the State. The State shall make requests for meeting deliverables, verbally or in writing, no less than three (3) business days prior to the scheduled consultation meeting. Over the course of the Contract Term, the Contractor shall provide A.4.a - A.4.d, in collaboration with the State. Each of the below deliverables may be broken into smaller deliverables for Consultation Meetings, as determined by mutual agreement of both Parties.
- a. Analysis of hypothetical outcomes related to the BEP, specific to Tennessee, based on different funding formula inputs. This analysis should include consideration of data related to student enrollment and be able to show real-time changes and trade-offs to inform decisions such as weights.
- b. Production of up to ten (10) examples and options for local contributions, including running the data for every county related to each example.
- c. Monthly review of BEP drafts with specific feedback.
- d. Additional consulting related to drafts of the BEP, as requested by the State.
- A.5. 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.

- A.6. All data, information and metadata collected by the State, furnished by the State to the Contractor, or collected by the Contractor in the course of the performance of work under this Contract shall be and remain the property of the State, and the Contractor shall neither have nor acquire any rights, title, interest or licenses therein by virtue of this Contract, excepting only a limited license to use the data for purposes reasonably required for the performance of duties under this Contract and subject to confidentiality requirements with respect to the data.
- A.7. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.8. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. 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.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on **DATE** (“Effective Date”) and ending on **June 30, 2022** (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **TBD (\$TBD)** (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Insert payment methodology described by the Contractor in response to Request for Application 33101-2205633101FAS0B, approved by the State	

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Miles Woodhull, Special Projects & Operations Manager
Tennessee Department of Education, Office of the Deputy Commissioner
Andrew Johnson Tower, 10th Floor
710 James Robertson Parkway
Nashville, TN 37243
Miles.Woodhull@tn.gov
(615) 600-2892

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Education, Office of the Deputy Commissioner;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. 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.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to

the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Miles Woodhull, Special Projects & Operations Manager
 Tennessee Department of Education, Office of the Deputy Commissioner
 Andrew Johnson Tower, 10th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Miles.Woodhull@tn.gov
 (615) 600-2892

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
(###) ###-####

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract 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. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written

approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. 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.

- D.10. 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.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at **Attachment A**, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal

Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will 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, 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 under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other

remedies available under this Contract are subject to the limitations on liability set forth in this Section.

- 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 injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. 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 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 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.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. 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.
- D.23. 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.

- D.24. 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.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.

- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. 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 Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes **Attachment A & B**;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, 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.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The 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 or its insurer, 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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury,

and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit

Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to **Solicitation #33101-2205633101FAS0B (Attachment B)** and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and

representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.6. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER

DATE

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B

Separately Attached Document "Solicitation"



INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)

Begin Date	End Date June 30, 2022	Agency Tracking # 33101- 2205633101FAS0B	Edison ID		
Contracting State Agency Name		Edison Supplier ID			
CFDA #					
Service Caption Funding Formula Consultant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
TOTAL:					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - IA</i>	
				Speed Chart (optional) ED00001562	Account Code (optional)

**INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF EDUCATION & **CONTRACTING STATE AGENCY'S NAME****

This Interagency Agreement (“Agreement”), by and between the **State of Tennessee, Department of Education**, hereinafter referred to as the “Procuring State Agency” and **Contracting State Agency**, hereinafter referred to as the “Contracting State Agency,” is for the provision of Funding Formula Consultant, as further defined in the “Scope of Services.”

A. SCOPE OF SERVICES:

- A.1. The Contracting State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. Definitions. For purposes of this Agreement, definitions shall be as follows and as set forth in the Agreement:
- a. Basic Education Program (BEP): funding formula through which state education dollars are generated and distributed to Tennessee schools
- A.3. The Contracting State Agency shall provide consulting services to the Procuring State Agency on ongoing developments in the BEP. The Contracting State Agency shall engage in meetings with the Procurement State Agency leadership every five (5) to ten (10) business days to discuss or consult on BEP developments. Scheduling is at the discretion of the Procuring State Agency, with consideration of the Contractor’s availability. The Contracting State Agency shall be available for up to eighty (80) hours of consultation meetings during the Term. These consultation meetings shall occur online via video conference, except for up to two (2) in-person consultations. The in-person meetings shall occur in Nashville, Tennessee, at a location, date and time determined by the Procuring State Agency, with consideration given to mutual availability.
- A.4. Before each consultation meeting described in A.3., the Contracting State Agency shall prepare any deliverables requested by the State. The Procuring State Agency shall make requests for meeting deliverables, verbally or in writing, no less than three (3) business days prior to the scheduled consultation meeting. Over the course of the Agreement Term, the Contracting State Agency shall provide A.4.a - A.4.d, in collaboration with the Procuring State Agency. Each of the below deliverables may be broken into smaller deliverables for Consultation Meetings, as determined by mutual agreement of both parties.
- a. Analysis of hypothetical outcomes related to the BEP, specific to Tennessee, based on different funding formula inputs. This analysis should include consideration of data related to student enrollment and be able to show real-time changes and trade-offs to inform decisions such as weights.
- b. Production of up to ten (10) examples and options for local contributions, including running the data for every county related to each example.
- c. Monthly review of BEP drafts with specific feedback.
- d. Additional consulting related to drafts of the BEP, as requested by the Procuring State Agency.
- A.5. All data, information and metadata collected by the Procuring State Agency, furnished by the Procuring State Agency to the Contracting State Agency, or collected by the Contracting State Agency in the course of the performance of work under this Agreement shall be and remain the property of the Procuring State

Agency, and the Contracting State Agency shall neither have nor acquire any rights, title, interest or licenses therein by virtue of this Agreement, excepting only a limited license to use the data for purposes reasonably required for the performance of duties under this Agreement and subject to confidentiality requirements with respect to the data.

B. TERM OF AGREEMENT:

This Agreement shall be effective for the period beginning on **DATE** (“Effective Date”) and ending on **June 30, 2022** (“Term”). The Procuring State Agency shall have no obligation for goods delivered or services provided by the Contracting State Agency prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event shall the maximum liability of the Procuring State Agency under this Agreement exceed **TBD (\$TBD)** (“Maximum Liability”). This Agreement does not grant the Contracting State Agency any exclusive rights. The Procuring State Agency does not guarantee that it will buy any minimum quantity of goods or services under this Agreement. Subject to the terms and conditions of this Agreement, the Contracting State Agency will only be paid for goods or services provided under this Contract after a purchase order is issued to Contracting State Agency by the Procuring State Agency or as otherwise specified by this Agreement.

C.2. **Compensation Firm.** The payment rates and the maximum liability of the Procuring State Agency under this Agreement are firm for the duration of the Agreement and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The Contracting State Agency shall be compensated based on the payment rates herein for goods delivered and accepted or for units of service authorized by the Procuring State Agency in a total amount not to exceed the Agreement Maximum Liability established in section C.1.

- a. The Contracting State Agency’s compensation shall be contingent upon the delivery and acceptance of goods that conform to specifications or the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contracting State Agency shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Goods or Services Description	Amount (per compensable increment)
Insert payment methodology described by the Contractor in response to Request for Application 33101-2205633101FASOB, approved by the State	

C.4. **Travel Compensation.** Compensation to the Contracting State Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are

amended from time to time.

The Contracting State Agency must provide a complete itemization of travel compensation requested in accordance with and attach documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.
- D.4. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate this Agreement upon written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.
- D.6. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:

Miles Woodhull, Special Projects & Operations Manager
 Tennessee Department of Education, Office of the Deputy Commissioner
 Andrew Johnson Tower, 10th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 Miles.Woodhull@tn.gov
 (615) 600-2892

The Contracting State Agency:

Contracting State Agency Contact Name & Title
 Address
 Email Address
 (###) ###-####

E. SPECIAL TERMS AND CONDITIONS

- E.1. Personally Identifiable Information. While performing its obligations under this Agreement, Contracting State Agency may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Agreement, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Contracting State Agency agrees it shall not do or omit to do anything which would cause the Procuring State Agency to be in breach of any Privacy Laws. Contracting State Agency shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contracting State Agency and in accordance with this Agreement, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contracting State Agency shall immediately notify Procuring State Agency: (1) of any disclosure or use of any PII by Contracting State Agency or any of its employees, agents and representatives in breach of this Agreement; and (2) of any disclosure of any PII to Contracting State Agency or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The Procuring State Agency reserves the right to review Contracting State Agency’s policies and procedures used to maintain the security and confidentiality of PII and Contracting State Agency shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Procuring State Agency to enable the Procuring State Agency to verify or ensure that Contracting State Agency is in full compliance with its obligations under this Agreement in relation to PII. Upon termination or expiration of the Agreement or at the Procuring State Agency’s direction at any time in its sole discretion, whichever is

earlier, Contracting State Agency shall immediately return to the Procuring State Agency any and all PII which it has received under this Agreement and shall destroy all records of such PII.

The Contracting State Agency shall report to the Procuring State Agency any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contracting State Agency (“Unauthorized Disclosure”) that come to the Contracting State Agency’s attention. Any such report shall be made by the Contracting State Agency within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contracting State Agency. Contracting State Agency shall take all necessary measures to halt any further Unauthorized Disclosures. The obligations set forth in this Section shall survive the termination of this Agreement.

- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contracting State Agency shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Contracting State Agency warrants that the Contracting State Agency is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Agreement. The Contracting State Agency agrees to cooperate with the Procuring State Agency, as required by FERPA, in the performance of its duties under this Agreement. The Contracting State Agency agrees to maintain the confidentiality of all education records and student information. The Contracting State Agency shall only use such records and information for the exclusive purpose of performing its duties under this Agreement. The obligations set forth in this Section shall survive the termination of this Agreement.

The Contracting State Agency shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Contracting State Agency agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the Procuring State Agency has granted the Contracting State Agency access, and to only use such data for the exclusive purpose of performing its duties under this Agreement.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contracting State Agency shall be reported to the Procuring State Agency within twenty-four (24) hours.

IN WITNESS WHEREOF,

CONTRACTING STATE AGENCY’S SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE

PROCURING STATE AGENCY SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE