
# McKinney-Vento Conference - Speaker (FY2027)

## 2026 Request for Applications (RFA)

Tennessee Department of Education | AUGUST 2026

**Application Due Date: AUGUST 11, 2026**

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# General Information

## *Background*

The Tennessee Department of Education ("State") is requesting applications for a company contractor to provide high-quality professional development for local education agency ("LEA") McKinney-Vento Homeless Liaisons, strengthening their capacity to effectively implement the requirements of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11301 et seq.).

The McKinney-Vento Homeless Assistance Act was reauthorized in 2015 with the passage of Title IX, Part A of the Every Student Succeeds Act ("ESSA") (42 U.S.C. § 11432 et seq.). Pursuant to 42 U.S.C. § 11342(g)(1), since the State receives federal funding through the McKinney-Vento Homeless Education Grant Program, local education agencies ("LEAs") across the State are required to provide necessary services to provide for the education of homeless children within the State. The State distributes this federal funding to LEAs across the State via competitive mini-grant applications to ensure that LEAs can provide those services to eligible children. Further, pursuant to 20 U.S.C. § 6313(c)(3)(A), LEAs are required to reserve Title I, Part A Elementary and Secondary Education Act ("ESEA") funds as necessary to provide such services to students experiencing homelessness. All LEAs, regardless of whether they receive a McKinney-Vento subgrant, must comply with federally required identification, reporting, and service responsibilities to homeless children and youth (e.g., enrollment, transportation, free lunch, equal access to education and extracurricular activities, and services).

ESSA requires LEAs to designate a member of their staff to serve as a McKinney-Vento Homeless Liaison (42 U.S.C. § 11432(g)(1)). In turn, the State must provide technical assistance and training to LEAs' McKinney-Vento Homeless Liaisons on identifying and meeting the needs of homeless children and on federally required identification, reporting, and service responsibilities (42 U.S.C. § 11432(f)).

## *Procurement Purpose*

The State is seeking to award one (1) contract for the provision of speaker services to provide high-quality professional development at a one-day training event for the State's McKinney-Vento Homeless Liaisons. The selected contractor will deliver a one-day (6.5 hours of content) training for up to one hundred and fifty (150) attendees as part of the 2026 Federal Programs Institute at the Chattanooga Convention Center on August 24, 2026.

The primary goal of the training is to provide attendees with current, expert guidance from nationally recognized professionals with specialized knowledge and extensive experience in the implementation of the McKinney-Vento Homeless Assistance Act. The training must equip attendees with updated information on federal requirements, current policies and procedures, and evidence-based best practices related to the identification, enrollment, attendance, support, and academic success of children and youth experiencing homelessness. Additionally, the training should strengthen LEAs' capacity to ensure compliance with federal law, effectively address barriers to educational access and participation, and improve services and outcomes for students and families experiencing homelessness.

The State's estimated maximum liability is twelve thousand, five hundred dollars and zero cents ($12,500.00) for a contract term of one (1) day (August 24, 2026).

### *Communications*

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

Kayla Michaud, Procurement Manager
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Kayla.Michaud@tn.gov

# 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 consisting of three (3) or more State employees. The committee will provide each application with an average technical score based upon the review criteria and rubric. A copy of the scoring rubric can be found in **Attachment A: Scoring Rubric.** Thereafter, the solicitation coordinator will evaluate each applicant's Cost Proposal and apply a score.

The solicitation coordinator will calculate each applicant's final, total score by combining the review committee's average technical response score and the cost proposal score awarded to each applicant. The applicant with the highest overall score will be awarded the contract attached hereto.

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 and all appropriate State officials.**

# Schedule

| Event | Time (Central Time Zone) | Date |
|---|---|---|
| RFA Released | | August 4, 2026 |
| Application Deadline | 5:00 PM CT | August 11, 2026 |
| Notice of Contract Award | | August 13, 2026 |
| Proposed Contract Start Date | | August 24, 2026 |

# Application Procedures

The application must be completed and submitted via email to **Kayla.Michaud@tn.gov by August 11, 2026, at 5:00 PM CT. Paper copies of this application will not be accepted.**

**Applications must be complete (including all application components listed below) and timely to be considered.**

**Steps to submitting an application:**

1. Address all application components in sequential order.
2. Clearly label each Technical Response section and clearly identify which item(s) correspond with each response.
3. Complete the Cost Proposal table with applicant-proposed pricing.
4. Submit completed Mandatory Requirements and Technical Responses as one PDF.
5. Submit completed Cost Proposal as a separate PDF.
6. Email both PDFs to the solicitation coordinator by the response deadline.

# Application Components

1. ***Mandatory Requirements (Pass/Fail)***
   Only applications meeting the mandatory requirements (listed in **Attachment A: Scoring Rubric**) based on the completed application will be considered.

2. ***Technical Response (70 Points)***
   A review committee made up of three (3) State or more employees will independently evaluate and score all applications that meet the minimum requirements. Each reviewer will use the whole number, raw point scale for scoring each item as listed in **Attachment A:**

**Scoring Rubric**. The reviewers' scores will be averaged to determine the applicant's final Technical Response score.

3. ***Cost Proposal (30 Points)***
   The solicitation coordinator will open the Cost Proposal of each applicant deemed by the State to be responsive and responsible and calculate and record each applicant's Cost Proposal score in accordance with **Attachment B: Cost Proposal**.

4. ***Final Score (100 Points)***
   The solicitation coordinator will calculate each applicant's total score by combining the Technical Response final score and the Cost Proposal final score awarded to each applicant. The applicant with the highest overall score will be awarded the contract attached hereto.

# Attachment A: Scoring Rubric

## *Mandatory Requirements (Pass/Fail)*

Applicants must respond to all questions below in order to be considered.

| **Applicant Name:** | |
|---|---|

| **Mandatory Requirements** | **Pass/Fail** |
|---|---|
| 1. Detail the name, email address, mailing address, and telephone number of the person the State should contact regarding the response. | |
| 2. Provide a statement confirming that, if awarded a contract, the applicant will accept and agree to all terms and conditions set out in Attachment C: Pro Forma Contract. | |
| 3. Describe the applicant's type of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company, etc.), description and purpose, and location (physical location or domicile). | |
| 4. Detail the number of years the applicant has been in business and briefly describe the applicant's historical experience and background in providing technical assistance and guidance related to the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11301 et seq.). | |
| 5. Provide a statement of whether, in the last ten (10) years, the applicant has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details. | |
| 6. Provide a statement of whether there is any material, pending litigation against the applicant that the applicant should reasonably believe could adversely affect its ability to meet grant contract requirements pursuant to this solicitation or is likely to have a material adverse effect on the applicant's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel | |

| | |
|---|---|
| addressing whether and to what extent it would impair the applicant's performance in a grant contract pursuant to this solicitation. | |

## *Technical Response (70 Points)*

Applicants must address all technical response items and provide, in sequence, the information and documentation as required. The members of the State review committee will independently evaluate the responses and assign a score to each item using the rubric below. The solicitation coordinator will calculate the average of the total scores to determine the final score for this section.

| **Applicant Name:** | | |
|---|---|---|
| **Technical Response** | **Maximum Points** | **Assigned Points** |
| **Background & Relevant Experience:** Describe your organization and its experience relevant to this project. Include, at minimum, the following information:<br>• A brief overview of your organization, including mission, years in operation, and areas of expertise.<br>• Experience planning, facilitating, or supporting conferences, trainings, or professional development events.<br>• Experience working with McKinney-Vento programs, homeless education initiatives, or similar federally funded programs.<br>• Examples of past projects that demonstrate your ability to successfully perform the proposed work. | **25** | |
| **Sample Agendas:** Provide a sample conference agenda for a full-day event. Include, at minimum, the following information:<br>• A detailed schedule of conference activities.<br>• Proposed keynote, breakout sessions, networking opportunities, and other participant engagement activities.<br>• Time allocations for each session.<br>• An explanation of how the agenda aligns with best practices for adult learning and McKinney-Vento professional development. | **15** | |
| **Proposed Session Topics:** Describe the session topics you propose for the conference. Include, at minimum, the following information:<br>• A comprehensive list of proposed session topics and presentations.<br>• An explanation of how each topic supports McKinney-Vento program requirements, best practices, and participant needs. | **30** | |

| | | |
|---|---|---|
| • Information about any differentiated learning tracks, target audiences, or specialized content areas.<br>• A rationale describing how the proposed sessions will strengthen participant knowledge and program implementation. | | |
| **Score (Maximum Possible = 70)** | | |

## Technical Response Rubric

| | Total Points Possible | Insufficient Response | Adequate Response | Exemplary Response |
|---|---|---|---|---|
| **Background & Relevant Experience** | 25 | Provides limited or unclear information about the organization's background and demonstrates little or no relevant experience related to the proposed work. (0 – 8 points) | Provides a clear overview of the organization's background and demonstrates relevant experience that supports the proposed work. (9 – 15 points) | Provides a clear, comprehensive, and compelling narrative describing the organization's background, including extensive demonstrated experience directly relevant to the proposed work. (16 – 25 points) |
| **Sample Agendas** | 15 | Submitted agendas that are incomplete, lack detail, and/or are not aligned with conference objectives or best practices. (0 – 5 points) | Submitted sample agendas that outline a full-day conference schedule and align with general best practices for supporting McKinney-Vento programming. (6 – 10 points) | Submits high-quality sample agendas outlining a comprehensive, full-day conference schedule that is fully aligned with best practices for supporting McKinney-Vento programming. (11 – 15 points) |
| **Proposed Session Topics** | 30 | Provides limited, incomplete, or poorly organized information about session topics, with minimal connection to McKinney-Vento programming needs. (0 – 10 points) | Provides a clear comparison and description of session topics that generally support McKinney-Vento programming. (11 – 20 points) | Provides a detailed, well-organized comparison of available session topics specifically designed to support and enhance McKinney-Vento programming. (21 – 30 points) |

# Attachment B: Cost Proposal

The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the Attachment C: Pro Forma Contract for the entire contract period. The Cost Proposal shall remain valid for at least sixty (60) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFA. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The applicant shall complete the table below with their proposed pricing. The completed COST PROPOSAL table below will represent thirty percent (30%) of the applicant's total score.

**COST PROPOSAL (30 Points)**

<table>
<tr><th>Applicant Name:</th><td colspan="3"></td></tr>
<tr><th rowspan="2">Cost Item Description</th><th rowspan="2">Proposed Price</th><th colspan="2">State Use Only</th></tr>
<tr><th>Evaluation Factor</th><th>Evaluation Cost<br>(cost x factor)</th></tr>
<tr><td>Speaker Services</td><td>$AMOUNT / Upon Completion</td><td>1</td><td></td></tr>
<tr><td colspan="3">EVALUATION COST AMOUNT (sum of evaluation costs above):<br>The solicitation coordinator will use this sum and the formula below to calculate the NOT TO EXCEED PACKAGE PRICING score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</td><td></td></tr>
<tr><td colspan="3">lowest evaluation cost amount from <u>all</u> proposals<br>―――<br>evaluation cost amount being evaluated<br>x 30 (maximum score) = SCORE</td><td></td></tr>
</table>

# Attachment C:  Pro Forma Contract

The *pro forma* contract substantially represents the document that the selected vendor must sign.

See Pro Forma Contract attached below, including cover letter and terms and conditions.

Hi, CONTRACTOR –

Thank you for your interest in contracting with the Tennessee Department of Education (“State”).

CONTRACTOR (“Contractor”) has been identified for a contract award for the McKinney-Vento Conference - Speaker (FY2027). To complete the contracting process, reply to this email accepting the payment terms listed below and sign and date the attached Terms and Conditions document. The Terms and Conditions may be scanned and attached to the email reply to Vanessa Waters (Vanessa.Waters@tn.gov).

The term of the work will begin and end on August 24, 2026.

Vanessa Waters (Vanessa.Waters@tn.gov). will be the State’s point of contact for invoicing.

The Contractor will be expected to provide his/her own equipment, including laptop.

<u>Payment Terms:</u>
Maximum liability due: $AMOUNT

| | |
|---|---|
| Speaker Services | $AMOUNT / Upon Completion |

*State procurement rules require us to pay after services have been rendered.
**The maximum liability is limited to the flat fee listed above. No travel, lodging, per diem, or other expenses will be reimbursed separately.

# Terms and Conditions

## A. Standard Terms and Conditions

1. Total Purchase Order Amount. In no event shall the liability of the State under this Purchase Order exceed the Total Purchase Order Amount.

2. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Purchase Order. 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.

3. Modification, Amendment or Change Order. This Purchase Order may be modified only by a written amendment or change order signed by the State and the Contractor.

4. Limitation of Liability. The State shall have no liability except as specifically provided in this Purchase Order. In no event shall 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, money, 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. The State's total liability under this Purchase Order or otherwise shall under no circumstances exceed the Total Purchase Order Amount.

5. Limitation of Contractor's Liability. The Contractor's liability for all claims arising under this Purchase Order shall be limited to an amount equal to two (2) times the Total Purchase Order Amount. In no event shall this Section limit the Contractor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

6. Termination for Convenience. The State shall have the right to immediately terminate this Purchase Order, without cause and for any reason, upon written notice to the Contractor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.

7. Subject to Funds Availability. The State's payment of this Purchase Order is subject to the appropriation and availability of State or federal funds. In the event that funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Purchase Order, effective immediately, upon written notice to the Contractor. If the State terminates this Purchase Order 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.

8. Payment of Purchase Order. 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.

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor, under any contract between the Contractor and the State.

10. 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.

11. 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. Contractor does hereby attest, certify, warrant, and assure that it shall not knowingly utilize the services of an unauthorized immigrant in the performance of this Contract and shall not knowingly utilize the services of a subcontractor who will utilize the services of an unauthorized immigrant in the performance of this Contract.

12. 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, omission, or negligence on the party of the Contractor, its employees, or any other person acting for or on its or their behalf relating to this Purchase Order. The Contractor further agrees it shall be liable for the reasonable costs of attorneys for the State to enforce the terms of this Purchase Order.

    In the event of any suit or claim, the State and Contractor shall give each other immediate notice and provide all necessary assistance to respond. The State's failure 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.

13. 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.

14. 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.

15. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. 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 under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

    As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

16. 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.

17. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Purchase Order.

18. Governing Law. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 Purchase Order. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Purchase Order shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

19. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

20. Foreign Adversary Company Attestation. The Contractor attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Contractor is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

21. Entire Agreement. This Purchase Order contains the entire understanding between the State and the Contractor relating to its subject matter, including all terms and conditions of the parties' agreement. This Purchase Order supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Contractor, whether written or oral.

**B. Special Terms and Conditions**

22. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

23. 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. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State.

    **The insurance obligations under this Contract shall be: 1—all the insurance coverage and policy limits carried by or available to the Contractor; or 2—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds or policies 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 under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverage(s) and policy limits.**

a. Automobile Liability Insurance

1) In the event that the Contractor (1) owns, leases, or otherwise operates an automotive vehicle and (2) intends to use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract, then the Contractor shall provide to the State proof of the Contractor's automobile liability insurance policy. Such automobile liability insurance policy shall maintain limits not less than the minimum liability limits established by the relevant authority under which said vehicle is licensed. Such verification is required whether or not the State intends to reimburse the Contractor for mileage.

2) If the Contractor DOES NOT (1) own, lease, or otherwise operate an automotive vehicle or (2) WILL NOT operate or otherwise employ a personal vehicle in furtherance of their contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract, then the Contractor shall provide to the State a letter signed by the Contractor certifying as to the above. In the event that such situation changes over the course of the Term of this Contract as described in provision 1) above, the Contractor shall inform the State and provide proof of automobile liability insurance before such time as the Contractor shall use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Contractor's duties under the Terms of this Contract.

24. Federal Awards Procurement Standards. If applicable, Contractor agrees to comply with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to the Procurement Standards at 2 C.F.R. §§ 200.317 to 200.327.

25. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

26. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

27. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

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Contractor Signature Date