



Project AWARE Consulting Services 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 contract for Project AWARE consulting services.

Funded through the U.S. Department of Health and Human Services (“HHS”) Substance Abuse and Mental Health Services Administration (“SAMHSA”), Project AWARE aims to build state and local collaborative infrastructure to plan and implement school mental health services within grant-awarded local education agencies (“LEAs”). The grant program increases youth access to mental health services and resources in schools by raising awareness about mental health issues, increasing early identification and screening of youth to detect unmet behavioral health needs, and expanding the continuum of services and supports available to schools and their communities. In addition, grant funding provides training for school personnel to detect and respond to mental health needs and provides students and their families with additional related services and supports.

A key priority for grant replication is the guidance for school based mental health referral pathway systems. The referral pathway provides the underlying structure and process for identifying youth mental health concerns, further assessing needs, and referring youth to school and community-based providers. Referral pathways support an LEA’s school-based mental health initiatives by:

- Defining the roles and responsibilities of the partners in a service delivery system;
- Clearly articulating the procedures for managing referrals among partners;
- Facilitating information-sharing;
- Supporting the monitoring of interventions’ effectiveness; and
- Promoting collaborative decision-making with the goal of achieving an optimal fit between students’ needs and the available services and resources.

Procurement Purpose

The State is seeking one (1) company or independent contractor to provide Project AWARE consulting services. The selected contractor is needed to support the development and implementation of school-based mental health referral pathways by creating technical assistance documents and professional learning opportunities. This initiative aims to strengthen LEA and school capacity to establish clear, effective, and sustainable referral systems that connect students to appropriate mental health supports. The selected contractor will assist in designing resources that promote cross-sector collaboration, improve access to services, and ensure student needs are met in a timely and equitable manner.

The State’s estimated maximum liability is nine thousand dollars and zero cents (\$9,000.00) for a contract term of approximately one and a half (1.5) months.

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 14, 2026
Proposed Contract Start Date		August 19, 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 mandatory 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 final, 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 experiences and background in providing Project AWARE consulting services and/or consulting services related to school-based mental health referral pathways.		
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.	
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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 reviewers' total scores to determine the applicant's final score for this section.

Applicant Name:		
Technical Response	Maximum Points	Assigned Points
1. Provide a narrative that illustrates how the applicant will complete the scope of services and accomplish required objectives.	15	
2. Provide a proposed timeline for completing the scope of services with a clear, realistic plan aligned to a 2-month contract timeline.	10	
3. Provide a strong plan for developing practical, user-friendly tools and implementation supports that demonstrates a clear understanding of Project AWARE goals and alignment with referral pathway systems.	30	
4. Provide a narrative that describes the applicant's experience and background that demonstrates knowledge of school-based mental health referral systems, including strong, relevant examples of this work in practice.	15	
Score (Maximum Possible = 70)		

Technical Response Rubric

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	15	Narrative does NOT provide comprehensive and detailed answers as to how the applicant will complete the scope of services and accomplish required objectives. (0 – 5 points)	Narrative is comprehensive; however, it lacks details and clarity surrounding how the applicant will complete the scope of services and accomplish required objectives. (6 – 10 points)	Narrative is comprehensive/ complete and provides details and extensive supporting information on how the applicant will complete the scope of services and accomplish required objectives. (11 – 15 points)
TECHNICAL RESPONSE #2	10	Timeline provides minimal information or is not included at all. (0 – 3 points)	Timeline is complete but somewhat nonspecific and lacks information related to major portions of the scope. (4 – 6 points)	Timeline is specific and complete and includes entire scope. (7 – 10 points)
TECHNICAL RESPONSE #3	30	The applicant's submitted plan does NOT provide comprehensive and detailed information demonstrating a clear understanding of Project AWARE goals and alignment with referral pathway systems. (0 – 10 points)	The applicant's submitted plan is comprehensive, but a specific aspect or aspects are missing, meaning the plan may not include all details demonstrating a clear understanding of Project AWARE goals and alignment with referral pathway systems.	All aspects of the applicant's submitted plan are clear and comprehensive. Applicant's response demonstrates a clear understanding of Project AWARE goals and alignment with referral pathway systems. (21 – 30 points)

			(11 – 20 points)	
TECHNICAL RESPONSE #4	15	The narrative does not adequately describe applicant's historical experiences and background with school-based mental health or referral pathway services. (0 – 5 points)	The narrative includes a general description of applicant's historical experiences and background with school-based mental health or referral pathway services. (6 – 10 points)	The narrative includes a comprehensive description of applicant's historical experiences and background with school-based mental health or referral pathway services. (11 – 15 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)

Applicant Name:			
Cost Item Description	Proposed Price	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
1. Project Coordination & Alignment Consultations (Pro Forma Contract Section A.3.)	\$AMOUNT / Upon Completion	1	
2. Final Presentation Deck (Pro Forma Contract Section A.4.)	\$AMOUNT / Upon Completion	1	
3. Final Supporting Resource Documents (Pro Forma Contract Section A.5.)	\$AMOUNT / Upon Completion	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): 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.			
lowest evaluation cost amount from <u>all</u> proposals			x 30 (maximum score) = SCORE
evaluation cost amount being evaluated			

Attachment C: 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 selected vendor must sign.

See sample Pro Forma Contract attached below.

 CONTRACT (fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)					
Begin Date TBD		End Date September 29, 2026		Agency Tracking # 33101-26134FAF0	
Edison Record ID TBD					
Contractor Legal Entity Name TBD				Edison Vendor ID TBD	
Goods or Services Caption (one line only) Project AWARE Consulting Services					
Contractor ☒ Contractor			Assistance Listing Number# 93.243		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2027		\$TBD			\$TBD
TOTAL:		\$TBD			\$TBD
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
☒ Competitive Selection			Request for Applications ("RFA")		
☐ 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) Project AWARE COVID ADMN Funds (33109)					
Account Code (optional)					

**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 Project AWARE Consulting Services, 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. Evaluation, Management, & Training ("EMT") – the Project AWARE evaluation team, which is responsible for implementing the school-based referral pathway system at each AWARE site and collecting data on the number of students served by school based mental health providers based on pathway information
 - b. Local Education Agency(ies) ("LEA(s)") – a school district managed by a public board of education or other public authority within a state that maintains administrative control of public elementary or secondary schools in a city, county, or township
 - c. Project Advancing Wellness and Resiliency in Education ("Project AWARE") – a federally funded, school-based mental health initiative currently implemented in three (3) Tennessee LEAs. Project AWARE is guided by six (6) goals focused on strengthening local collaborative infrastructure, increasing staff capacity to identify and respond to student mental health needs, promoting positive school climates, and encouraging help-seeking behaviors to support the overall well-being of students.
 - d. School-Based Mental Health Referral Pathway – a structured, step-by-step process used by educators and staff to identify, assess, and connect students with psychological or behavioral support. It ensures students receive targeted interventions either within the school or through outside agencies, rather than relying on informal or inconsistent decision-making.
- A.3. Within five (5) business days of the Contract's Effective Date, the Contractor shall conduct virtual consultation meetings and/or interviews with the State and all participating LEA Project AWARE representatives. The purpose of these consultations shall be to clarify roles, understand current referral pathway practices and related initiatives, identify opportunities for alignment and collaboration, avoid duplication of effort, and inform the development of deliverables that support the overall Project AWARE technical assistance strategy.
- A.4. The Contractor shall develop a presentation deck on referral pathways for school mental health. The presentation deck shall serve as an introductory-level resource for LEA and school-based audiences, including but not limited to administrators, educators, school counselors, school psychologists, school social workers, nurses, and other student support personnel.

The presentation deck shall provide a clear overview of the Project AWARE school mental health referral process, including but not limited to the identification of student mental health concerns, appropriate referral procedures, the roles and responsibilities of school personnel, available school and community-based supports, considerations for confidentiality and family engagement, and best practices for connecting students to services in a timely and coordinated manner.

The draft version of the presentation deck shall be due to the State by September 4, 2026. The State will have five (5) business days to review and provide feedback to the Contractor. If the State requests revisions, the revised/final version of the presentation deck shall be due back to the State within ten (10) business days of receiving the State's revision requests.

- A.5. The Contractor shall develop at least three (3) practical supporting resource documents to accompany the presentation deck and help LEAs and schools assess and strengthen the implementation of referral pathways. At the State's request, the Contractor shall develop additional supporting resource documents beyond the minimum three (3) required under this section. These supporting resource documents shall be designed for use by LEA and school personnel and may include, but are not limited to, referral pathway self-assessment tools, referral process flowcharts, role delineation guides, implementation checklists, sample referral forms, resource mapping templates, decision-making guides, and planning worksheets. These supporting resource documents shall provide practical guidance to help LEAs and schools evaluate current referral practices, identify strengths and gaps in existing systems, clarify staff roles and responsibilities, enhance coordination among school and community partners, and support the development of consistent, equitable, and effective referral processes.

The draft versions of these supporting resource documents shall be due to the State by September 4, 2026. The State will have five (5) business days to review and provide feedback to the Contractor. If the State requests revisions, the revised/final versions shall be due back to the State within ten (10) business days of receiving the State's revision requests.

- A.6. The Contractor shall organize the presentation deck and supporting resource documents into a coherent implementation package that serves as a foundational resource for LEAs seeking to assess, develop, and strengthen school mental health referral pathways. All items shall be developed with consideration for potential expansion into statewide training efforts, technical assistance resources, facilitator-led professional development, webinar series, and self-paced online learning opportunities.
- A.7. The Contractor shall ensure that all resources, materials, and content developed pursuant to this Contract, including but not limited to the presentation deck and supporting resource documents detailed in Sections A.4. and A.5., respectively, are compliant with all applicable provisions of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), including implementing regulations codified at 28 C.F.R. Part 35.
- A.8. Work Product Ownership. All materials, deliverables, and work products developed or produced by the Contractor under this Contract specifically for Tennessee 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. To the extent any materials incorporated into the deliverables include the Contractor's preexisting intellectual property or off-the-shelf content, the Contractor shall retain ownership of such preexisting materials. However, the Contractor hereby grants to the State a perpetual, nonexclusive, royalty-free license to use, reproduce, and distribute such materials for purposes consistent with this Contract. At no cost to the State, the Contractor shall obtain and provide any necessary intellectual property licenses or permissions required for the State to fully use all deliverables provided under this Contract.
- A.9. 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.10. 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 September 29, 2026, (“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 **WRITTEN DOLLAR AMOUNT (\$AMOUNT)** (“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)
Project Coordination & Alignment Consultations (Section A.3.)	\$ AMOUNT / Upon Completion
Final Presentation Deck (Section A.4.)	\$ AMOUNT / Upon Completion
Final Supporting Resource Documents (Section A.5.)	\$ AMOUNT / Upon Completion

- 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:

Elizabeth Davis, Project AWARE Manager
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Elizabeth.J.Davis@tn.gov
(615) 772-6279

- 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;
 - (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:

Elizabeth Davis, Project AWARE Manager
 Tennessee Department of Education
 710 James Robertson Parkway
 Nashville, TN 37243
Elizabeth.J.Davis@tn.gov
 (615) 772-6279

The Contractor:

Contractor Contact Name & Title
 Contractor Name
 Address Line 1
 Address Line 2
 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 or suspend this Contract upon written notice to the Contractor. The State's exercise of its right to terminate or suspend 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 or suspends 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Should the State exercise its right to terminate or suspend 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 by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included 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. As applicable, 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;
 - 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 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.

- D.35. 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.
- D.36. 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.
- D.37. State Sponsored Insurance Plan Enrollment. The Contractor warrants that it will not enroll or permit its employees, officials, or employees of subcontractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Contractor unless Contractor first demonstrates to the satisfaction of the Department of Finance and Administration that it and any subcontract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.
- D.38. 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).

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. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.3. 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.4. Intellectual Property Indemnity. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor

can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.6. 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

LIZZETTE REYNOLDS, COMMISSIONER

DATE

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

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

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