STATE OF TENNESSEE
DEPARTMENT OF EDUCATION

REQUEST FOR PROPOSALS
FOR
EDUCATOR MANAGEMENT SYSTEM

RFP # 33101-2014033105FAS5

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1. INTRODUCTION

The State of Tennessee, Department of Education hereinafter referred to as "the State," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State is seeking to procure an Educator Management System ("EMS") that will support aspiring and practicing educators throughout their tenure in Tennessee. The desired EMS will provide a software solution for the State and Local Educational Agencies ("LEA") to manage and store data relating to educator licensure, educator staffing and credentialing, educator evaluation, professional learning and licensure advancement, years of experience, and educator salary data. The Respondent's proposed costs submitted in response to RFP Attachment 6.3 must be inclusive of the entire EMS.

In 2014, the department released a request for proposals for an EMS. The resulting EMS has been customized to meet the unique context of managing educator licensure and evaluation across Tennessee; prior to implementation of a statewide EMS in Tennessee, licensure transactions were paper-driven. In addition to making the process paperless, Tennessee has continued to provide educator licenses free of charge. The EMS has gradually been expanded to include monitoring of the mandated Tennessee Academy for School Leaders ("TASL") credits which are used for Administrator licensure advancement and professional development, collection of data integrated from Educator Preparation Programs ("EPPs"), and monitoring educator salary and years of experience data at the district level.

Any procurement resulting from this RFP needs to ensure that there is no degradation in service. The State of Tennessee currently has over 1,800 schools within 147 districts that educate nearly 1,000,000 students by approximately 80,000 educators, Administrators, and staff. The State's EMS must accommodate, at a minimum, 100,000 educator Observation records, 6,000 Administrator Observation records, 70,000 Level of Overall Effectiveness ("LOE") score calculations, 80,000 educator staffing records, 100,000 active educator license records, and 300,000 total individuals in the educator database. The EMS shall also have the ability to support the roughly 38,000 educator licensure transactions processed annually in the State of Tennessee. The State's EMS must also be able to house historical data for the functional domains listed below. The EMS database must be able to tether all relevant historical and current year data to respective users using a unique identifier, such as a license number.

In addition to providing for the customizations and domain specific functionalities, the proposed EMS must allow for additional updates as needed to respond to changing legislative mandates and reporting obligations at the local, state, and federal levels. The proposed EMS must allow for the flexibility for modification/enhancement to capture additional data points or manage additional processes through a low or no code enhancement process. It must be a web-based application with no workstation client software or code, other than the browser, required to run the application.

The EMS must support several functional domains, including Educator Licensure, Educator Evaluation, Educator Preparation Provider and Program Review and Approval, Leadership Development, and Educator Years of Experience, Staffing Assignment and Salary Scheduling.

a. Educator Licensure is responsible for verifying that applicants meet all employment standards requirements necessary to acquire a licensing credential. A license is required for an individual

to be employed as a Teacher, principal, or Administrator in a Tennessee school.

b. Educator Evaluation is responsible for ensuring that all Teachers and Administrators are evaluated, every year, using multiple measures of effectiveness. Educator Evaluation is also responsible for providing the tools that allow educators to be supported in improving their practice by way of data driven feedback conversations between the Teacher/Administrator and their evaluator.

c. Educator Preparation Provider and Program Review and Approval is responsible for ensuring all educator preparations programs maintain curriculum standards and clinical experiences that adequately prepare aspiring educators to practice in the field.

d. Leadership Development is responsible for ensuring that Teachers and Administrators are able to participate in relevant and meaningful professional development and learning opportunities that allow them to advance and renew their licenses while improving their craft.

e. Educator Years of Experience, Staffing Assignment, and Salary Scheduling is responsible for ensuring that the State is able to understand and manage educator compensation based on educator years of experience and salary data loaded at the district level. This domain is responsible for managing district reports that check compliance with the state minimum salary schedule, store correct historical salary and experience records for educators, and comply with state statute. This domain is also responsible for documenting the LEA and School-level placement of licensed and evaluated educators in Tennessee, as recorded in annual staffing assignment listings and reports. Historical and current year staffing assignments must be stored on the EMS database and viewable based on appropriate user permissions, as established by the State and assigned at the State, LEA, and School level.

1.1.2. The total estimated maximum liability by the State for the contract period of the contract awarded pursuant to this RFP is $4,400,000 for a 60-month term, with one one-year option to renew.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *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 contract document that the successful Respondent <u>must</u> sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP 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, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 33101-2014033105FAS5

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Laitin Beecham
State of Tennessee, Central Procurement Office
312 Rosa L. Parks Ave., 3rd Floor WRS Tennessee Tower
Nashville, TN 37243
615-291-5794
Laitin.Beecham@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
State of Tennessee, Central Procurement Office
312 Rosa L. Parks Ave. 3rd Floor WRS
Tennessee Tower Nashville, TN 37243
615-741-3836
Helen.Crowley@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch; however, there will be a presumption of timely delivery to the State by the Response Deadline if properly addressed and postmarked within three (3) business days of Response Deadline if sent ordinary mail or if sent within (1) day of Response Deadline if sent next day delivery with tracking. The State reserves the right to ask Respondent's for proof of postmark. Failure to provide evidence of timely submission may result in a Respondent being deemed non-responsive.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Microsoft Teams Meeting: 1:00-3:00pm CST, October 28, 2021

Meeting Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWRlNDk0YTUtZDMzNy00Yzc4LWJiMjktNWFlZDcwNDgxODkw%40thread.v2/0?context=%7b%22Tid%22%3a%22472445bd-2424-4e8f-b850-df7488e18b4a%22%2c%22Oid%22%3a%22c1e939c4-5fce-4823-9fbb-3f669dec49e4%22%7d

Telephone Call-in Line:

+1 615-270-9704,,950758453# United States, Nashville
Phone Conference ID: 950 758 453#

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		October 18, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	October 25, 2021
3. Pre-response Conference	1:00 p.m.	October 28, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	November 4, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	November 18, 2021
6. State Response to Written "Questions & Comments"		December 3, 2021
7. Response Deadline	2:00 p.m.	January 3, 2022
8. State Completion of Technical Response Evaluations		February 2, 2022
9. State Schedules Respondent Oral Presentations		February 3, 2022
10. Respondent Oral Presentation		February 10-14, 2022
11. State Opening & Scoring of Cost Proposals	8:00a.m.	February 18, 2022
12. Negotiations		February 18 - 27, 2022
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	March 2, 2022
14. End of Open File Period		March 9, 2022
15. State sends contract to Contractor for signature		March 10, 2022
16. Contractor Signature Deadline	2:00 p.m.	March 14, 2022

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed 200 pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate e-mail or CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., *et. seq)..*

3.2. **Response Delivery**

3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

"RFP #33101-2014033105FAS5 TECHNICAL RESPONSE ORIGINAL"

and three (3) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #33101-2014033105FAS5 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #33101-2014033105FAS5 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-Mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

"RFP #33101-2014033105FAS5 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

"RFP #33101-2014033105FAS5 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP #33101-2014033105FAS5TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP #33101-2014033105FAS5 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP #33101-2014033105FAS5 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Laitin Beecham, Solicitation Coordinator
State of Tennessee, Central Procurement Office
312 Rosa L. Parks Ave., 3rd Floor WRS Tennessee Tower
Nashville, TN 37243
615-291-5794
Laitin.Beecham@tn.gov

3.2.2. Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

"RFP #33101-2014033105FAS5 TECHNICAL RESPONSE ORIGINAL"

and three (3) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 33101-2014033105FAS5 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #33101-2014033105FAS5 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-Mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

"RFP #33101-2014033105FAS5 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

"RFP #33101-2014033105FAS5 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 33101-2014033105FAS5 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 33101-2014033105FAS5 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 33101-2014033105FAS5 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Laitin Beecham
State of Tennessee, Central Procurement Office
312 Rosa L. Parks Ave., 3rd Floor WRS Tennessee Tower
Nashville, TN 37243
615-291-5794
Laitin.Beecham@tn.gov

3.3. Response & Respondent Prohibitions

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

4.8. Disclosure of Response Contents

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**10**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**50**
Oral Presentation (refer to RFP Attachment 6.2., Section D)	**10**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. The Solicitation Coordinator will invite the top three (3) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1-the best evaluated ranking, etc.) Responses of Respondents not ranked in the top three (3) will not proceed with the oral presentation, or cost evaluation events or evaluations.

5.2.1.5.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentation session. The record of the Respondent's Oral Presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each Oral Presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does <u>not</u> meet the responsive and responsible thresholds such that the team would <u>not</u> recommend the Respondent for

Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each of the top THREE (3) ranked Respondents deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.

RFP # 33101-2014033105FAS5 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount 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 Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Respondent must provide evidence of successfully implementing into a production environment an Educator Management System (EMS), which includes both an Educator Licensure System and an Educator Evaluation/Talent Management System which is capable of collecting and weighting multiple educator evaluation measures, in a minimum of one implementation within the United States. Evidence must include a list of implementations, a brief summary of EMS solution(s) implemented, and contact information for client(s) supported. The implementation must have been accomplished within the last three years.	
	A.6.	Provide the Respondent's policies and procedures for compliance with federal privacy laws, including the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99).	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B — General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent 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.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent'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 Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**);

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent: ▪ two (2) accounts Respondent currently services that are similar in size to the State; and ▪ three (3) completed projects. References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered. The Respondent will be solely responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the solicitation coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires following one of the two processes below. Written: (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. E-mail: (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) E-mail the reference with a copy of the standard reference questionnaire. (c) Instruct the reference to: (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent Name] Reference for RFP # 33101-2014033105FAS5. NOTES: ▪ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 10)*
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		SYSTEM SOLUTION OVERVIEW			
	C.1.	Provide a narrative overview of the proposed, high-level system design of Respondent's proposed EMS, highlighting key technical strengths.		**10**	
	C.2.	Provide a detailed technical narrative that describes the proposed EMS hosting model. *See RFP Attachment 6.6, Proforma Section A.10. for web-application requirements, A.20. for additional technical requirements, and E.8. for Contractor Hosted Services Confidential Data, Audit, and Other Requirements*		**3**	
	C.3.	Describe the proposed EMS software architecture. *See RFP Attachment 6.6, Proforma Section A.10. for web-application requirements, A.20. for additional technical requirements, and E.8. for Contractor Hosted Services Confidential Data, Audit, and Other Requirements*		**3**	
	C.4.	Provide a description of all required components, such as database and web server licensing, etc. that will be necessary in order to implement the proposed EMS, inclusive of all business/project requirements as outlined in *RFP Attachment 6.6, Pro forma Section A.3-A.25.* These required components with all their retail cost must be evident in the cost proposal only. *See RFP Attachment 6.6, Proforma Section A.10. for web-application requirements and E.8. for Contractor Hosted Services Confidential Data, Audit, and Other Requirements*		**3**	
	C.5.	Provide a pictorial representation of the proposed EMS's architecture and design that illustrates the various system components, including internal and external user interfaces, database and business logic layers. *See RFP Attachment 6.6, Proforma Section A.10. for web-application requirements, A.20. for additional technical requirements, and E.8. for Contractor Hosted Services Confidential Data, Audit, and Other Requirements*		**2**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.6.	Describe how the proposed EMS's design will be interoperable with Ed-Fi standards. The narrative should describe design approach, implementation procedures, development requirements, supporting Ed-Fi version, tools and technologies. experience with Ed-Fi, support for Ed-Fi model changes and how proposed solution will support future Ed-Fi model changes. The Respondent should also affirm that they are able to meet and will commit to maintaining compliance with current and future Ed-FI standards. Please note: relevant technical documentation regarding Ed-Fi can be found at https://techdocs.ed-fi.org/ *Section A.20. for technical requirements regarding application environments and Ed-Fi compatibility*		**2**	
	C.7.	Describe users' ability to access the proposed EMS via web browser on any configuration PC, MacOS, or Chromebook OS computer. The solution must also allow comparable access via mobile browsers. Description must include list of supported browsers and browser versions supported. See *RFP Attachment 6.6, Proforma Section A.10. for web-application requirements and E.8. for Contractor Hosted Services Confidential Data, Audit, and Other Requirements*		**1**	
	C.8.	Describe your model for multi-tenancy, if applicable. How will you ensure that events and actions of other customers and tenants of the same data center cannot impact users Tennessee? Include all aspects of your online service delivery from point of ingress to your data center(s).		**1**	
	C.9.	Please confirm if your organization relies on business partners (i.e. subcontractors) to help you fulfill your online service delivery responsibilities? If yes, help us understand what roles are performed by third parties, how you manage those dependencies and the certifications held by those partners.		**1**	
		RESEARCH & DEVELOPMENT			
	C.10.	Provide a detailed narrative that addresses the on-going features of the proposed EMS that will allow for changes to system and sub-system component meant to enhance and/or improve solution. *See RFP Attachment 6.6, Pro forma Section A.21. and A.22. for State requirements regarding extending functionality and research & development*		**4**	
		ACCESSIBILITY			
	C.11.	Describe how your customer-facing software meets accessibility guidelines for education, including Sections 504 and 508 of the Rehabilitation Act of 1973, and the		**1**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Americans with Disabilities Act. The narrative should describe your understanding of the guidelines as they relate to the proposed EMS. The Respondent shall provide description of any 3rd party certifications as it relates to user accessibility guidelines as mandated in federal guidelines for accessibility. *See RFP Attachment 6.6, Pro forma Section A.9. and E.9. for State legal data accessibility requirements*			
	C.12.	Provide a detailed narrative describing the proposed EMS's mobile experience features. This narrative should describe how the proposed EMS will be accessed via a mobile device. This narrative should also outline what features and functions of the EMS solution, if any, are available via this mobile application, and what features would not be available to users accessing the EMS solution on a mobile application. *See RFP Attachment 6.6, Proforma Section A.10. for web-application requirements and E.8. for Contractor Hosted Services Confidential Data, Audit, and Other Requirements*		**4**	
	C.13.	Describe how the proposed EMS supports language localization. *See RFP Attachment 6.6, Proforma Section A.10.b for language localization requirements*		**1**	
	C.14.	Describe how the proposed EMS can integrate with and provide user authentication/authorization/audit services from, the State's Identity platform. This is an identity brokerage, federation, and claims enrichment platform (using OAuth2) that the State operates to provide Single Sign On (SSO) and many other capabilities to end users, districts, and our partners *See RFP Attachment 6.6, Pro forma Section A.20. and E.8. for State technical and application environment requirements*		**4**	
		PENETRATION TESTING AND VULNERABILITY ASSESSMENTS			
	C.15.	Describe the proposed EMS's security related network vulnerability assessments and/or penetration testing. The narrative should include types of testing, frequency and communications. *See RFP Attachment 6.6, Pro forma Section E.8. for Technical Requirements regarding Penetration Tests and Vulnerability Assessments.*		**1**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.16.	Describe how the proposed EMS will recover from service interruptions. The Respondent should detail their ability to maintain a set(s) of documents, instructions, and procedures which enable the Respondent to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations. *See RFP Attachment 6.6, Pro forma Section E.8. for Business Continuity Requirements*		**2**	
	C.17.	Provide a brief narrative that describes the proposed EMS's Disaster Recovery plan. Indicate the Respondent's standards concerning the degree in which data can be lost in the case of Disaster Recovery and proposed solutions for preventing lost data. Describe in detail the Respondent's criterion for classifying Disaster Recovery situations and procedures for managing Disaster Recovery situations. *See RFP Attachment 6.6, Pro forma Section E.8 for Business Continuity Requirements*		**2**	
		SERVICE AVAILABILITY			
	C.18.	The Respondent must agree to provide a Service Level Objectives (SLO's) plan, on the timeline documented in *RFP Attachment 6.6, Pro forma Section A.16* that defines minimum levels of the system performance and availability of technological support. The Respondent must provide evidence that their SLOs plan will comply with the State's SLOs requirements as documented in *RFP Attachment 6.6, Pro forma Section A.15.g. See RFP Attachment 6.6, Pro forma Section E.17.* for possible Liquidated Damages associated with failure to meet the State's SLO requirements.		**1**	
	C.19.	Describe your approach to sustaining system uptime and conducting mitigation procedures. *See RFP Attachment 6.6, Pro forma Sections A.15.g. and E.17. for SLOs Plan and Liquidated Damages requirements and E.8. for Business Continuity Requirements*		**1**	
		SCALABILITY			
	C.20.	Provide a detailed narrative that describes proposed plan that supports how the solution will scale to meet the growing and future needs of the State without service degradation or negative impact to active users or system performance. This narrative should also describe how the EMS will have the ability to scale to support unpredicted		**3**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		growth for the State based on policy or statutory changes that impact workflows. This narrative should outline the Respondent's ability to respond to legislative changes and provide flexibility in adapting the EMS as business rules change. The Contractor shall document any resulting changes to workflows and submit that documentation to the State. Respondents shall provide any evidence of successful scaling of services from previous other EMS implementations. The Respondent should outline how their plan will comply with Scalability and flexibility considerations outlined in *RFP Attachment 6.6, Pro forma Section A.12.*			
		PERFORMANCE			
	C.21.	Describe how the solution will perform across all environments, including development, quality assurance, staging, and production. The narrative should demonstrate various testing methods to determine system performance and the measures used to track and monitor performance. *See RFP Attachment 6.6, Pro forma Sections A.15.g and E.17. for SLO Plan and Liquidated Damages requirements. See RFP Attachment 6.6, Pro forma Section A.20. for technical requirements regarding application environments*		**1**	
	C.22.	Describe how the proposed EMS will design and implement an online solution that functions in a predictable and usable manner and that maintains industry standard reasonably acceptable response times for a web application, so that degradation of service does not occur. Description should include an explanation of how the Contractor will meet the State's SLO requirements as outlined in *RFP Attachment 6.6, Pro forma Section A.15. g.* *See RFP Attachment 6.6, Pro forma Section A.15.g. for SLO requirements, E.17. for Liquidated Damages requirements, and E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements*		**1**	
	C.23.	Describe the visual library used by the proposed EMS, including the style guide, icons, colors, and indicators used across the application to define objects and actions, including but not limited to wait indicators, processing indicators, success indicators, action needed indicators, failure, and error messages. *See RFP Attachment 6.6, Pro forma Section A.20. for technical requirements regarding application environments and visual libraries.*		**2**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		SECURITY			
	C.24.	Provide a detailed narrative that describes the Respondent's ability to implement an EMS that ensures that all data records are transported, stored and accessed in secure manner. This narrative should also describe the ways in which the Respondent ensures compliance with the rigorous data privacy standards of state and federal requirements, including but not limited to FERPA. The Respondent's narrative should affirm that the proposed EMS is able to meet the following requirements: • All data and metadata must be encrypted both in transport and at rest. All data and metadata are the property of the State of Tennessee. • The system must be compliant with the best practices for secure application development as defined in the State of Tennessee's Information Security Policies *See RFP Attachment 6.6, Pro forma Section A.20. and E.8, E.9., and E.12. for State data security and privacy requirements*		**4**	
	C.25.	Provide a narrative describing the utilization of best practice authentication methods to prevent access from unauthorized individuals and entities. *See RFP Attachment 6.6, Pro forma Section A.11. and A.20. for State's requirements regarding permissions and user authorization, and E.8, E.9., and E.12. for State data security requirements*		**2**	
	C.26.	Provide a detailed narrative that addresses the on-going administrative features of the proposed EMS for affecting changes to user permissions, security profiles, new users, system component changes, business rule configuration, creating letters and other correspondence and report configuration and changes. The Respondent shall provide a narrative describing security controls for access and development to the EMS for all personnel associated with the engagement and direct management and development of proposed EMS. *See RFP Attachment 6.6, Pro forma Section A.11. and A.20. for State's requirements regarding user permissions and authorization*		**3**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.27.	Describe your current application operating environment and architecture. Describe the security controls that are in place as it relates to the architectural and system components that are part of the EMS and are "in scope" of system audit controls. The Respondent shall provide a narrative on annual audit and security framework compliance monitoring that aligns with the SOC 2 Type II State required compliance framework. *See RFP Attachment 6.6, Pro forma Section E.8 for State's requirements regarding security*		**1**	
		CAPACITY			
	C.28.	Describe how the Respondent uses capacity planning to model demand and predict utilization across all components of the solution that include communication to the State.		**1**	
		MONITORING AND DIAGNOSTICS			
	C.29.	Describe the proposed EMS's monitoring and diagnostic capabilities. See *RFP Attachment 6.6, Pro forma Section A.15.g.* for SLO requirements *and E.8.* for Business Continuity Requirements		**2**	
		SOFTWARE DEVELOPMENT LIFECYCLE			
	C.30.	Provide a detailed narrative that describes your software development lifecycle. The narrative should demonstrate any project management methodologies, tools, processes and customer facing communication regarding software development. *See RFP Attachment 6.6, Pro forma Section A.13. for State's requirements regarding Project Planning and the documenting the software development lifecycle*		**4**	
	C.31.	Describe how the proposed, solution design can leverage Cloud based services. The narrative should describe implementation procedures, development requirements, gaps analysis, issues, tools and technologies. *See RFP Attachment 6.6, Pro forma Section A.20. for State's requirements regarding application environments and delivery.*		**2**	
		EXTENDING FUNCTIONALITY			
	C.32.	Describe how the Respondent's EMS's functionality can be extended by the State development teams without modifications to core application code. *See RFP Attachment 6.6, Pro forma Section A.21 and A.22 for State requirements regarding extending*		**1**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		functionality and research & development			
	C.33.	Provide a detailed narrative that describes to what extent the Respondent's EMS base system must be customized and or extended to meet the requirements in the scope of services, including percentage of customization that will be required in order to meet the State's domain-specific and reporting requirements as outlined in *RFP Attachment 6.6, Pro forma Section A.3-A.8.*		**3**	
	C.34.	Provide evidence of product upgrades offered at no additional cost without operational impact or deterioration of services, support or technical SLO performance during upgrades. The Respondent should provide evidence of their intention to provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers, as required and outlined in *RFP Attachment 6.6, Pro forma Section E.6.*		**1**	
	C.35.	Provide evidence and document utilization of a formal communication plan, change/release management plan for the introduction of product upgrades and communicating to relevant stakeholders and system users. The Respondent should provide evidence of being able to meet the documentation requirements listed in *RFP Attachment 6.6, Pro forma Section A.13-A.15.*		**1**	
		SOFTWARE LICENSING OR SUBSCRIPTION MODEL			
	C.36.	Provide an outline of the subscription or perpetual licensing model through which the Respondent plans to offer the proposed EMS solution, packaged with all necessary software components and licensing for deployment and implementation of the entire solution (e.g. database, software, application server licensing, etc.). This narrative should outline your organization's ability to adhere to one of the following models, as outlined in outlined in *RFP Attachment 6.6, Pro forma Section A.18.* a) SaaS model granting the State a Subscription License and where the Contractor hosts the Software Solution; or b) An install-basis model, where the State is granted Perpetual License to use the On-Premises Software.		**1**	
		MAINTENANCE AND SUPPORT			
	C.37.	Describe how your organization ensures server operating systems, database and other software components are maintained at supported versions and patched appropriately in accordance with manufacturer		**1**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		recommendations and advisories. *See RFP Attachment 6.6, Pro forma Section A.15. State requirements regarding annual maintenance and support.*			
	C.38.	Describe how the Respondent will provide technical and maintenance support to the State. Provide a detailed narrative that describes a proposed solution for the State ability to gain technical support for system and subsystems that include support locations, methods of communication and geographical locations. The Respondent should provide evidence of being able to comply with state requirements regarding maintenance and support as outlined in *RFP Attachment 6.6, Pro forma Section A.15.*		**4**	
	C.39.	Describe the Respondent's ability to provide on-site development for this EMS. The State has a preference for on-site development resource(s).		**1**	
	C.40.	Confirm the Respondent's understanding that they must provide on-site support for the Tennessee's technical staff to include existing data conversion, loading of data into database, and correcting software-related data issues Monday-Friday, 7:00 AM – 5:00 PM CST, as outlined in *RFP Attachment 6.6, Pro forma Section A.24.*		**1**	
		DOCUMENTATION			
	C.41.	Provide a narrative which outlines trainings, as well as documentation, guide books, and other artifacts including illustrations, text and other media formats, that will be offered by the Respondent in order to support the State's understanding of the following components of the proposed EMS, as outlined in *RFP Attachment 6.6, Pro forma Section A.13-A.14., A.20., and E.8..*: 1. Application Programming Interface design 2. Product Roadmap 3. Single Sign On Integration using OAuth 2.0 4. Integration into Ed-Fi Data Model 5. Environment setup, management, monitoring and security 6. Application Architecture & System Diagrams 7. Data Flow 8. Database Schema 9. Data Model Design 10. Security Model 11. Application Extending Capabilities 12. Load testing 13. Disaster Recovery		**4**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		14. Support and Maintenance Process 15. System & Application Configuration 16. Service Level Agreements 17. Product Release Notes			
	C.42.	Provide the State with copies of your information systems policies, controls and procedures as they relate to the end-to-end delivery of an online service. Place specific emphasis on your software development lifecycle (SDLC), quality assurance (QA), deployment & environment strategy, and change controls as they relate to the production environment. Provide any additional policies you feel best communicate your organization's commitment to internal controls. Examples of other documents you may wish to include are the following, as outlined in *RFP Attachment 6.6, Pro forma Section A.13-A.14. and E.8.*: ☐ Breach and Incident Response Management ☐ Physical Security (building security) ☐ HR Policies (as they relate to security, such as screening and background checks) ☐ Disaster recovery, backup and business continuity ☐ Data Retention and Destruction ☐ Risk Management		**1**	
	C.43.	Describe how the Respondent will maintain copies of the source code in escrow with an independent escrow company pre-approved by the State. The Respondent should provide evidence of being able to comply with State requirements regarding maintaining source code in escrow, as outlined in *RFP Attachment 6.6, Pro forma Section A.19.*		**1**	
	C.44.	Describe the Respondent's acceptance and ability to furnish to the State a current data dictionary that outlines all definitions, data elements, business rules, data sources, calculations, transformations, and quality assurance processes used in generating the information and displays found within the proposed EMS. The proposed data dictionary should be updated at least annually and in consultation with the State, as outlined in *RFP Attachment 6.6, Pro forma Section A.15.* The Respondent should provide details, including a weblink if possible, related to any relevant data dictionaries they have developed as part of other Educator Management System project implementations.		**1**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.45.	Describe the Respondent's acceptance and ability to furnish to the State, on-demand, documentation and support training as outlined in *RFP Attachment 6.6, Pro forma Section A.13-A.15..:* This narrative should outline database schema(s) and provide information about database structures(s), including layout and table interdependencies. The schemas include at a minimum, a description of the data characteristics of the tables and columns in database(s), which includes data types and sizes, null ability, index, sequence, key and constraint information.		**3**	
	C.46.	**Certifications** Provide the State with a list of certifications your organization holds as it relates to delivery of an online service. Emphasize those certifications that verify the procedures and controls stated above. Include procedural, infrastructure and audit related certifications. Note that the State places significant emphasis on vendors obtaining SOC 2 TYPE II certifications. Examples of certifications, include: ☐ SOC Audit ☐ FEDRAMP ☐ ISO ☐ FIPS ☐ AICPA		**1**	
		INTEGRATION			
	C.47.	Provide a narrative that describes Respondent's ability to import files, interface with, and integrate data from outside entities, other State data systems, and other vendors who partner with the State. This narrative should include evidence that Respondent understands the State's requirements regarding integration of external data from outside entities as outlined in *RFP Attachment 6.6, Pro forma Section A.3-A.8, A.20, A.24.-A.25.*		**3**	
	C.48.	Describe the Respondent's EMS's ability to integrate any data held within other current data systems. In addition, this narrative should confirm that the proposed EMS shall have the ability to integrate any data held within future State data systems within 21 calendar days of notification by the State. *See RFP Attachment 6.6, Pro forma Section A.3-A.8, A.20, A.24-A.25. for State's requirements regarding Data Conversion and Integration*		**3**	
		TRAINING			
	C.49.	Provide a detailed narrative and high-level plan that addresses training and User Guide for the EMS		**2**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		solution. State expectations and requirements for User Guides, training and other project and product management requirements are outlined in *RFP Attachment 6.6, Pro forma Section A.14-A.15.*			
		SOLUTION DELIVERY AND DATA CONVERSION			
	C.50.	Provide a detailed narrative that addresses a strategy, approach and high-level plan/schedule to successfully convert the current license and evaluation data. If applicable, the Respondent should provide examples of successful data conversion processes they have previously completed in similar project implementations. Domain specific requirements and information on existing data are outlined in *RFP Attachment 6.6, Pro forma Section A.3-A.8, A.20., and A.24-A.25.. Requirements for Project Planning and Project and Product management activities are outlined in RFP Attachment 6.6, Pro forma Section A.14.*		**3**	
		PROJECT and DOMAIN-SPECIFIC REQUIREMENTS			
	C.51.	Provide an outline of the scale and user capacity of previous Educator Management Systems that the Respondent has implemented, including the number of licensure transactions, user profiles, educator evaluation records, or other records those systems have been able to support.		**2**	
	C.52.	Describe the Respondent's understanding of the State's data and system requirements for the Educator Licensure domain outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3.-A.4.* This narrative must also include information demonstrating how the Respondent plans to leverage or customize the proposed EMS to meet these domain-specific requirements. This narrative must include information on similar educator licensure requirements that have been implemented in past project implementations completed by the Respondent.		**6**	
	C.53.	Provide a detailed explanation of how the proposed EMS meets the requirements for applications, renewals, advancements and amendments to educator licenses as outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3-A.4.* This narrative should address and make clear the queues that will be available and how the flow of data will be managed. This narrative must also include information demonstrating how the Respondent plans to leverage or customize the proposed EMS to meet these domain-specific requirements.		**3**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		This narrative must include information on similar educator licensure requirements that have been implemented in past project implementations completed by the Respondent.			
	C.54.	Describe the Respondent's understanding of the State's domain-specific data and system requirements for the Educator Preparation Provider and Program Review and Approval domain outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3-A.4.* This narrative must also include information demonstrating how the Respondent plans to leverage or customize the proposed EMS to meet these domain-specific requirements. This narrative may also include information on similar educator preparation provider and program review and Approval data systems that have been implemented in past projects completed by the Respondent.		**3**	
	C.55.	Provide a detailed narrative that illustrates the Respondent's understanding of the State's domain-specific data and system requirements for the Educator Evaluation domain, including the Observation framework, growth measures, and achievement measures as outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3, and A.5.* This narrative must also include information demonstrating how the Respondent's plans to leverage or customize the proposed EMS to meet these domain-specific requirements. This narrative must include information on similar educator evaluation requirements that have been implemented in past project implementations completed by the Respondent.		**6**	
	C.56.	Provide a detailed narrative that illustrates the Respondent's understanding of Evaluation Scale Score Determination and Level of Overall Effectiveness Score calculation as referenced in *RFP Attachment 6.6, Pro Forma Contract Section A.3 and A.5.* This narrative must also include information demonstrating how the Respondent plans to leverage or customize the proposed EMS to meet these domain-specific requirements. This narrative must include information on similar educator evaluation requirements that have been implemented in past project implementations completed by the Respondent.		**3**	
	C.57.	Provide a detailed narrative that describes the Respondent's understanding of the State's data and system requirements for the Leadership Development domain, as		**3**	

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3 and A.6* This narrative must also include information demonstrating how the Respondent plans to leverage or customize the proposed EMS to meet these domain specific requirements. This narrative may also include information on similar educator leadership development data systems that have been implemented in past projects completed by the Respondent			
	C.58.	Provide a detailed narrative that describes the Respondent's understanding of the State's domain-specific data and system requirements for the Educator Years of Experience, Staffing Assignment, and Salary Scheduling domain outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3. and A.7.* This narrative must also include information demonstrating how the Respondent plans to leverage or customize the proposed EMS to meet these domain-specific requirements. this narrative may also include information on similar educator years of experience, staffing assignment, and salary scheduling data systems that have been implemented in past projects completed by the Respondent.		**3**	
	C.59.	Provide a narrative that addresses the ability of the Respondent's EMS to provide for reporting needs and offer a flexible and user-friendly ad hoc reporting capability as outlined in *RFP Attachment 6.6, Pro forma Section A.8* Describe how reporting capabilities within the proposed EMS will allow for data from various domains to be integrated so that reports can display multiple data points (e.g. reports that display staffing and licensure data along with evaluation models and Observation pacing for individual educators). , as required in as outlined in *RFP Attachment 6.6, Pro forma Section A.25.*		**3**	
	C.60.	Provide a detailed narrative that describes how the proposed EMS will integrate core functions and data related to the educator licensure, educator evaluation, educator preparation, leadership development, years of experience, staff assignments, and salary scheduling domains housed within the EMS, as outlined in *RFP Attachment 6.6, Pro forma A.3-A.8. and A.25.* This narrative must include information on experiences the Respondent has had in integrating similar data systems with multiple functional domains during past project implementations.		**4**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.61.	Provide a narrative that illustrates the Respondent's understanding of the State's project-specific requirements including a narrative that describes in detail how the Respondent will complete the scope of services, accomplish the required objective, and meet the State's project management project planning requirements as referenced in *RFP Attachment 6.6, Pro forma Section A.13-A.14.*		**5**	
	C.62.	Provide a narrative that serves as evidence of Respondent's ability to meet the State's Project Planning and project management requirements as outlined in *RFP Attachment 6.6, Pro forma Section A.13-A.14.* This narrative should illustrate the specific methods and approaches the Respondent and its project team will employ to provide services as part of the implementation and maintenance of the EMS during the term of the Contract, including: (1) how the Respondent's team will perform project review, project management, and continuous monitoring activities (2) how the Respondent's team will engage in project activities, meetings, and discussions with the project management and implementation team (3) Respondent's approach to all Project Planning deliverables, including examples if available (5) the specific review approaches that will be used for the various phases of the project (6) Examples of tools and templates that the Respondent's team will use during the term of this contract. (7) Any unique experience, capabilities, or approaches that will help the State manage and monitor the project. (8) Examples of potential milestone deliverables. This narrative must also include all anticipated resources (staff, equipment, facilities, etc.) the Respondent has assumed will be provided by the State during the Contract to support Project Planning, implementation, and maintenance.		**6**	
	C.63.	Provide a description of the current status of previously implemented Educator Management Systems as outlined by the Respondent in their proposal, as referenced in *RFP Attachment 6.2 – Section A, Item A.13.*		**2**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
		Total Raw Weighted Score		**= SCORE:**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
Maximum Possible Raw Weighted Score *(i.e., 5 x the sum of item weights above)*		**X 50** *(maximum possible score)*			
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation or field test response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
D.1. Provide an overview of the proposed, high-level system design and architecture of the Respondent's proposed EMS, highlighting key technical strengths. The oral presentation should include a pictorial representation or short demonstration of the proposed EMS's system architecture and design that illustrates the various system components, including internal and external user interfaces, data base and business logic layers.		**3**	

RESPONDENT LEGAL ENTITY NAME:			
D.2. Provide an outline or demonstration of the scale and user capacity of previous Educator Management Systems that the Respondent has implemented, including the number of licensure transactions, user profiles, educator evaluation records, or other records those systems have been able to support.		**2**	
D.3. Demonstrate how the Respondent plans to leverage or customize the proposed EMS to meet the specific data and system requirements for the Educator Licensure domain, including requirements for applications, renewals, advancements and amendments to licenses, as outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3-A.4.* The oral presentation may include a demonstration of how similar educator licensure requirements have been met in past project implementations completed by the Respondent.		**5**	
D.4. Demonstrate how the Respondent plans to leverage or customize the proposed EMS to meet the specific data and system requirements for the Educator Preparation Provider and Program Review and Approval domain outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3.-A.4.* The oral presentation may include a demonstration of how similar educator preparation provider and program review requirements have been met in past project implementations completed by the Respondent.		**4**	
D.5. Demonstrate how the Respondent plans to leverage or customize the proposed EMS to meet the specific data and system requirements for the Educator Evaluation domain, including the Observation framework, growth Measures, achievement measures, scale score determination and Level of Overall Effectiveness Score calculation as outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3. and A.5.* The oral presentation may include a demonstration of how similar educator evaluation requirements have been met in past project implementations completed by the Respondent.		5	
D.6. Demonstrate how the Respondent plans to leverage or customize the proposed EMS to meet the specific data and system requirement for the Leadership Development domain, as outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3 and A.6.* The oral presentation may include a demonstration of how similar educator leadership development requirements have been met in past project implementations completed by the Respondent.		**4**	
D.7. Demonstrate how the Respondent plans to leverage or customize the proposed EMS to meet the specific data and system requirements for the Educator Years of Experience, Staffing Assignment, and Salary Scheduling domain outlined in *RFP Attachment 6.6, Pro Forma Contract Section A.3 and A.7.* The oral presentation may include a demonstration of how similar Educator Years of Experience, Staffing Assignment, and Salary Scheduling requirements have been met in past project implementations completed by the Respondent.		**4**	

RESPONDENT LEGAL ENTITY NAME:			
D.8. Demonstrate the ability of the Respondent's proposed EMS to meet the State's reporting and offer a flexible and user-friendly ad hoc reporting capability within the EMS, as outlined in *RFP Attachment 6.6, Pro forma Section A.8.* The Respondent should demonstrate how reporting capabilities within the proposed EMS will allow for data from various domains to be integrated so that reports can display multiple data points (e.g. reports that display staffing and licensure data along with evaluation models and Observation pacing for individual educators). The oral presentation may include a demonstration of how similar reporting requirements have been met in past project implementations completed by the Respondent.		**4**	
D.9. Demonstrate how the Respondent plans to leverage or customize the proposed EMS to integrate all core functions and data related to the educator licensure, educator evaluation, educator preparation, leadership development, years of experience, staff assignments, and salary scheduling domains housed within the EMS, as outlined in *RFP Attachment 6.6, Pro forma A.3-A.8. The presentation should also include information on how the Respondent intends to meet all data integration requirements as outlined in A.20. and A.25.* The oral presentation may include a demonstration of how similar data integration requirements have been met in past project implementations completed by the Respondent.		**4**	
D.10. The Respondent should provide clear evidence of their ability to meet State's Project Planning and management requirements as outlined in *RFP Attachment 6.6, Pro forma Section A.13.-A.14.* The Respondent's presentation should include a summary of the specific methods and approaches the Respondent will employ to provide services as part of the implementation and maintenance of the EMS during the term of the Contract. The oral presentation should include the following: • A summary that outlines how the Respondent will manage the project, including how the team will perform project review and monitoring activities. • A description of how the team will engage in project activities, meetings, and discussions with the parties. • A description of specific review approaches that will be used for the various phases of the project, activities and artifacts (e.g. for requirements, design, construction/configuration, and testing review). • A demonstration and description of possible milestone deliverables. Provide examples of tools and templates that the team will use during the term of this contract. Highlight any unique experience, capabilities or approaches that will help the State manage and monitor the project. The oral presentation may include a demonstration of how similar Project Planning and management requirements have been met in past project implementations completed by the Respondent.		**5**	
Total Raw Weighted Score *(sum of Raw Weighted Scores above)*: The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
total raw weighted score			

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:				
maximum possible raw weighted score *(i.e., 5 x the sum of item weights above)*		**X 10** *(maximum section score)*	**= SCORE:**	
State Use – Evaluator Identification:				
State Use – Solicitation Coordinator Signature, Printed Name & Date:				

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (*I.E.*, MINIMUM AMOUNT, "BLANK" CELLS, *ETC.*)

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Delivery of Project Plan, which includes: System Development, Delivery Artifacts, Development Processes and Procedures, Communications Management, Training and User Support, Risk Analysis and Management, Issue management, Quality management, Configuration Management, Change management, Resource management, and Transition management, plans (as described in Pro Forma Contract Section A. 13.a.1-A.13.a.12)	**$_____ /each**	1	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Educator Licensure and Educator Preparation Provider and Program Review and Approval Domains complete; A.3-A.4.	**$_____ /each**	1	
Educator Evaluation Domain Complete; A.3., A.5.	**$_____ /each**	1	
Educator Licensure, Educator Preparation Provider and Program Review & Educator Evaluation Data Integration; A.3-A.5, A.8., A.20., A.24.-A.25.	**$_____ /each**	1	
Leadership Development Domain Complete: A.3., A.6.	**$_____ /each**	1	
Years of Experience, Staffing Assignment, and Salary Scheduling Domain Complete: A.3., A.7	**$_____ /each**	1	
Successful Data Integration of All Functional Domains, including development of reporting and data analytics functions and modifications required to meet required functionality A.3.-A.8, A.20., A.24.-A.25.	**$_____ /each**	1	
Annual Maintenance, Project & Product Management, & Support—Year 1 of Contract Term; A.14-A.15.	**$_____/ year**	1	
Annual Maintenance, Project & Product Management, & Support—Year 2 of Contract Term; A.14-A.15.	**$_____/ year**	1	
Annual Maintenance, Project & Product Management, & Support—Year 3 of Contract Term; A.14-A.15.	**$_____/ year**	1	
Annual Maintenance, Project & Product Management, & Support—Year 4 of Contract Term; A.14-A.15.	**$_____/ year**	1	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Annual Maintenance, Project & Product Management, & Support—Year 5 of Contract Term; A.14-A.15.	**$_____/ year**	1	
Annual Maintenance, Project & Product Management, & Support—Year 6 of Contract Term; A.14-A.15.	**$_____/ year**	1	
One-Time Perpetual License Fee or Subscription License Fee; A.18	**$_____ per perpetual or subscription license fee**	1	
Professional Services for Contractor Personnel; A.27.	**$ _____ per hour**	200	
EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**	**x 30 (maximum section score)**	**= SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.).

RFP # 33101-2014033105FAS5 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire; and follow either process outlined below:

Physical

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail

- email the completed Questionnaire to SOLICITATION COORDINATOR NAME AND E-MAIL ADDRESS

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

RFP # 33101-2014033105FAS5 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

RFP # 33101-2014033105FAS5 REFERENCE QUESTIONNAIRE — PAGE 3

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____

(must be the same as the signature across the envelope seal)

DATE: _____

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
ORAL PRESENTATION (maximum: 10)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: 30)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 33101-2014033105FAS5 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

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 an Educator Management System (EMS), 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:

i. **Achievement Measure:** This is a list of measures that is approved by the State Board of Education and that are used in calculating Level of Overall Effectiveness scores for Educators.
ii. **Achievement Score:** The appropriate score associated with the Achievement Measure.
iii. **Administrative Staff:** General term used to refer to Educator Management System users at the State, District, or School-Level who are responsible for system configuration and management, based on user permissions as outlined in A.5.-A.6.
iv. **Administrator:** General term used to refer to 1) school-based administrators (principals, assistant principals)
v. **Advancement**: Progression from an initial to a professional level of the educator license.
vi. **Application Programming Interface (API):** Set of clearly defined methods that allow various applications to communicate data with one another.
vii. **Assistant Principal:** Refers to any Administrators that generally report to the lead Administrator (principal).
viii. **Calculation Model:** Evaluation Components and weights for a specific classification used to calculate a scale score.
ix. **Calculation Weights:** Individual weights assigned to an Evaluation Component.
x. **Candidate:** A person enrolled in an Educator Preparation Program
xi. **CEO:** Refers to a Superintendent/director of schools. Required to earn CEO credits each year.
xii. **Certificate:** A special certification issued by the Office of Educator Licensure & Preparation and is not a Teacher license.
xiii. **Classification:** A grouping of Evaluation Components for a specific school population.
xiv. **Cloud:** The "Cloud" is comprised of the following essential characteristics:
- *On-demand self-service.* A consumer can independently and unilaterally provision computing capabilities, such as compute time, network connectivity and storage, as needed automatically without requiring human interaction with each service's provider.
- *Broad network access.* Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms.
- *Resource pooling.* The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense

of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources, but may be able to specify location at a higher level of abstraction (e.g., country, state, region or datacenter). Examples of computing resources include storage, processing (computing), memory, network bandwidth, and virtual machines.

- *Rapid elasticity.* Capabilities can be rapidly and elastically provisioned, in some cases automatically, to quickly scale out and rapidly released to quickly scale in. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be purchased in any quantity at any time.
- *Measured Service.* Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, compute, bandwidth, active user accounts, etc.). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.
- Consult the NIST (National Institute of Science and Technology Special Publication 800-146 for further definition and details.

xv. **Comprehensive Review:** Refers to the process by which Educator Preparation Providers in Tennessee maintain state approval and demonstrate that they meet the 2013 Council for the Accreditation of Education Preparation (CAEP) Standards. The standards set a framework that promotes continuous improvement of EPPs to ensure that all new teachers are prepared to effectively educate a diverse group of students and meet the needs of Tennessee's local education agencies (LEA). The comprehensive review is conducted by the Tennessee Department of Education and requires several steps throughout the process, including a self-study by the Educator Preparation Provider and an on-site visit by a selected review team.

xvi. **Current:** Refers to current requirements for Educator Licensure, Educator Evaluation, as set out by State and US laws, policies, and rules currently in place at the moment at which a deliverable is due or an action is occurring.

xvii. **Disciplinary Hold:** Disciplinary Hold on an Educator Record that prohibits any further action being taken on the license record, creates a flag on the Educator's License.

xviii. **District Experience:** Approved experience by a specific LEA for salary purposes

xix. **Educator:** The word Educator is used to describe a group of individuals that need a license to work in the state of Tennessee. This group is comprised of Teachers, Assistant Principals, Principals, Superintendent, school Administrators, school counselors, school psychologists, interventionists, and supervisors.

xx. **Educator Evaluation:** A system by which Educators are evaluated both quantitatively and qualitatively throughout the school year; the data from this process is housed in the EMS.

xxi. **Educator Licensure:** Process through which Educators receive licenses to work as Teachers, Administrators, etc. in the state of Tennessee; the data from this process is housed in the EMS.

xxii. **Educator Management System ("EMS") or System("System"):** An EMS is defined by the United Nations Education, Scientific, and Cultural Organization (UNESCO) as a "system for the collection, integration, processing, maintenance and dissemination of data and information to support decision-making, policy-analysis and formulation, planning, monitoring and management at all levels of an education system."

xxiii. **Educator Personal Profile:** The general demographic data for an Educator, such as, name, address, phone numbers, emails, text preferences, race, ethnicity, date of birth and social security number ("SSN").

xxiv. **Educator Preparation Program ("EPP"):** Program that trains Educators, including Teachers

xxv. **Educator Preparation Provider Program Review and Approval:** Refers to the functional domain within the Educator Management System related to the storage and transformation of data on EPP program completers and other relevant data needed by the State in order to complete EPP Annual Reports, EPP Report Cards, Comprehensive

Reviews, and other continuous improvement initiatives related to the Comprehensive Review and approval process.

xxvi. **Educator Years of Experience, Staffing Assignment, and Salary Scheduling:** Refers to the functional domain within the Educator Management System related to documenting and displaying individual Educators' current and historical school-level and LEA-level placement, along with Educators' years of experience serving in Tennessee public schools and their resulting salary schedule.

xxvii. **Endorsement:** Refers to the subject and grade-span of an Educator's approved license. Endorsements may be issued on an existing Tennessee Educator license.

xxviii. **e-Portfolio system:** A portfolio management system that allows non-tested subject areas to utilize the same framework as Tested Teachers in providing an assessment for evaluation.

xxix. **EPP Annual Report:** Also known as the Annual Report for Tennessee Educator Preparation Providers, the EPP Annual Report is published on annual basis by the Tennessee Department of Education. Reports are generated for approved EPPs in Tennessee, and individualized reports provide EPPs, the state, and program review teams with data that can be used to inform the decision to conduct an interim review between program review cycles when an EPP consistently falls below expectations and inform approval recommendations during Comprehensive Reviews, as well as detailed information to support continuous improvement.

xxx. **EPP Report Card:** Also known as the Educator Preparation Program Report Card, the EPP report card is a legislatively required, annual publication that reports on key metrics of educator preparation providers throughout the state. Several aspects of the report card are required by that legislation, including indicators on placement and retention rates, scores on licensure exams, and teacher effect data based on Tennessee Value-Added Assessment System (TVAAS) scores. The report card also includes other key priority areas for the State Board. This information can help providers make program improvements and provide the public with information on important aspects of educator preparation in the state.

xxxi. **Evaluation Components:** Individual components used to build a Calculation Model. These include Observation Score, Growth Score, and Achievement Score.

xxxii. **Educator Evaluation Record:** The general data that captures the Educator's evaluation experience, such as, school assignment(s), LEA assignment(s), grade level(s), subject level(s), Rubric, license type and previous year effectiveness level.

xxxiii. **Evaluator Certification Data:** Data provided to the Contractor that enables a process to signify within the EMS the staff members who completed the training required to observe Teachers and /or Principals.

xxxiv. **Every Student Succeeds Act("ESSA"):** Refers to the US law passed in December 2015 that governs the United States K–12 public education policy.

xxxv. **External User:** Currently an External User is identified as any user who is not affiliated with the State, including a member of the public who searches for an Educator within the Educator Management System

xxxvi. **Extract, Transform, Load("ETL"):** Extract, Transform, Load (ETL) is the general procedure of copying data from one or more sources into a destination system which represents the data differently from the source(s) or in a different context than the source(s).

xxxvii. **Growth Measure**: For Tested Teachers, the Growth Measure used in the Evaluation is TVAAS, a statistical method that compares each student's actual growth to their projected growth. For Teachers without individual TVAAS data for their grades and subjects, the Growth Measures will be school-wide TVAAS or other comparable measure, such as Portfolio.

xxxviii. **Growth Score:** The appropriate score associated with a Teacher or Administrator's Growth Measure; along with the achievement measure, makes up the Educator's or Administrators quantitative portion of the Level of Overall Effectiveness score.

xxxix. **Highly Qualified ("HQ"):** A Teacher who has met federal guidelines related to the Highly Qualified provision under ESEA including: (1) Holding a BA/BS (2) Demonstrating content knowledge (3) Meeting licensure requirements.

xl. **HR:** Refers to Human Resources and personnel responsible for Human Resource management

xli. **IaaS:** Cloud Infrastructure as a Service (IaaS). The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying Cloud physical infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components.

xlii. **Leadership Development:** Refers to the functional domain within the Educator Management System related to Tennessee Academy of School Leaders (TASL) and licensure

xliii. **Level of Overall Effectiveness Score ("LOE"):** The overall Evaluation Score, calculated using a Scale Score, that is assigned to Educators on an annual basis. Teacher and school Administrator performance levels are differentiated into five (5) effectiveness groups according to the individual Educator's evaluation results. The five (5) effectiveness groups are: significantly above expectations (level 5), above expectations (level 4), at expectations (level 3), below expectations (level 2), and significantly below expectations (level 1).

xliv. **License Calendar:** Validity period of the license type.

xlv. **Licensing Specialist:** State employee that processes and approves Educator licenses for the State.

xlvi. **Local Education Agency ("LEA") or District ("District"):** Any county school system, city school system, special school district, unified school system, metropolitan school system or any other local public school system or school district created or authorized by the TN general assembly.

xlvii. **Master School Assignment:** For Teachers that teach in more than one school, this designation will be assigned by the LEA. This will be the school that enters the choice of growth measure and Achievement Measure.

xlviii. **NASDTEC:** The National Association of State Directors of Teacher Education and Certification; national file received to update Disciplinary Hold.

xlix. **National Board Certification:** National Board Certified Teachers are highly accomplished Educators who meet high and rigorous standards. National Board-certified Teachers have met these rigorous standards through intensive study, expert evaluation, self-assessment, and peer review. National Board for Professional Teaching Standards offers 25 Certificates that cover a variety of subject areas and student developmental levels.

l. **Non-Tested Teacher:** A Teacher that does not have an individual growth score.

li. **Observation:** Refers to the process by which a certified evaluator, usually an Administrator or an instructional supervisor, observes an Educator's instructional practice and pedagogy in the classroom using the Observation Rubric. Observations are scored using an approved Observation Rubric, resulting in an Observation Score.

lii. **Observation Rubric:** The form that evaluators use to score rubric domains. This form should include all indicators for all associated domains.

liii. **Observation Score:** The average of all indicators scored; makes up the Educator's qualitative portion of the Level of Overall Effectiveness score.

liv. **Observer:** The individual at the school or LEA-level responsible for conducting an Observation and awarding an Observation Score to an Educator or Administrator

lv. **OELP:** Office of Educator Licensure & Preparation.

lvi. **OELP Educator Record:** The general data that describes the educational background, licenses, Endorsements, specialties, Professional Assessment exams, experience and electronic documents relevant to an Educator's record.

lvii. **OELP Licensing Manager:** Oversees the Office of Educator Licensure & Preparation and all staff.

lviii. **OELP Licensing Specialist:** Employee within the Office of Educator Licensure & Preparation, responsible for reviewing, processing, and approving Educator and Administrator licensure transactions in Tennessee

lix. **OELP Power User:** An Office of Educator Licensure & Preparation specialist who is charged with handling license status changes and Disciplinary Hold on Educator records in addition to normal office duties.

lx. **On-Premises Software:** On-Premises Software is installed and run on computers on the premises (in the building) of the person or organization using the software, rather than at a remote facility, such as at a server farm or Cloud somewhere on the internet.

lxi. **Partial Year Exemption:** Assigned to any Educator that does not have complete Evaluation data due to number of days that instruction was provided.

lxii. **PDC's:** Professional development credits or hours

lxiii. **Pending Work Queue:** User ability to place work in a pending status, i.e. pending until a specific document or when required documentation is provided.

lxiv. **Permit:** An approval to teach but not a Teacher license. A Permit application is submitted by the superintendent/director of schools stating an intent to employ an individual to fill a teaching vacancy when a licensed Educator cannot be located.

lxv. **Perpetual License:** A software product license acquired with a single, non-reoccurring fee, that grants continued customer usage of a particular software product/system without any limitation of time as long as the customer complies with all the relevant terms of the license agreement. Under this model maintenance and support activities are typically separate items with non-perpetual terms.

lxvi. **PLP:** Professional Learning Plan. Must be completed by Administrator to complete TASL academy to advance license.

lxvii. **Principal:** Refers to the lead Administrator of a school.

lxviii. **Professional Assessment:** Summative assessments that may be required for EPP completers and may be required in order to gain licensure and Endorsement. Examples include but not limited to PRAXIS and edTPA

lxix. **Professional Learning Credits:** Points that must be earned by Educators for the purpose of advancing or renewing a license. Credits may be earned in a variety of ways, including completing coursework, participating in seminars or conferences, or achieving overall evaluation ratings of meeting expectations or higher.

lxx. **Project Plan:** A summative plan, developed by the Contractor and approved by the State, that details all aspects of implementation of the EMS and adheres to any specified target dates as communicated by the State.

lxxi. **Refinement:** Identification of where there is room for improvement in the classroom.

lxxii. **Reinforcement:** Identification of what is working well in the classroom.

lxxiii. **Renewal:** The repeated issuance of a license previously issued.

lxxiv. **Rubric:** A defined set of indicators.

lxxv. **Rubric Domain:** A defined set of indicators.

lxxvi. **SaaS:** Cloud Software as a Service (SaaS). The capability provided to the consumer is to use the provider's applications running on a Cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying Cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of provider-defined user-specific application configuration settings. Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.

lxxvii. **SAS:** Statistical Analysis System

lxxviii. **Scale Score:** A score calculated from; Observation Score, Achievement Measure, and Growth Measure

lxxix. **Service Level Objective ("SLO"):** A defined level of system performance, system availability, and availability of support that shall be provided for the EMS platform by the Contractor.

lxxx. **State Experience:** Experience earned for working in a certified position in a Tennessee LEA or at the State level.

lxxxi. **Student Growth Portfolio Models (or "Portfolio"):** Portfolio models that allow Non-Tested Teachers to submit samples of student work to be scored by their peers.

lxxxii. **Subscription License:** A software product license that incurs a reoccurring fee that includes all product updates and maintenance and support services. Under this licensing model, all license rights to usage of the software product/system end with the termination of the agreement.

lxxxiii. **Superintendent:** Person in charge of the LEA, also known as Director of Schools

lxxxiv. **TASL Configurator:** Refers to the designated user at the LEA level who is responsible for ensuring their local Administrators' compliance with all requirements related to the Tennessee Academy for School Leaders. This includes, but is not necessarily limited to, reviewing and approving TASL credits earned by Administrators, organizing TASL credit-bearing events, and reviewing/approving Administrator's requests for licensure advancement upon successful completion of a TASL academy.

lxxxv. **TDOE:** Tennessee Department of Education

lxxxvi. **Teacher:** Person in the classroom, leading instruction

lxxxvii. **Tennessee Academy for School Leaders ("TASL"):** Refers to the required academy that Administrators must complete in order to advance their Instructional Leader License, as well as the required 28 hours of Professional Learning Credits Administrators must gain earn every 2 years.

lxxxviii. **Tennessee License Number("TLN"):** A unique, numeric identifier that is system-generated within the EMS. A TLN is assigned to Educators when they are awarded an Educator credential by the State.

lxxxix. **Tested Teacher:** A Teacher that has an individual growth score

xc. **TNAtlas:** System utilized by the Tennessee Department of Education in order to facilitate data-driven, continuous improvement practice for EPPs in Tennessee. TNAtlas provides access to current and historical EPP Annual Reports, operationalizes EPP review and approval processes, and facilitate data collection for research purposes.

xci. **TVAAS:** Tennessee Value-Added Assessment System - A statistical analysis of achievement data that reveals academic growth over time for students and groups of students such as those in a grade level or in a school.

xcii. **User Guide:** Handbook that demonstrates how to use the EMS for State and external users

xciii. **Waiver:** Exceptions to teach in Tennessee. An employment standard Waiver can be issued by the State if a Teacher holding an Apprentice, Transitional or Professional License is scheduled to teach more than one course or more than two sections of one course outside the area of Endorsement.

xciv. **Work Queue:** A work area per functional group that allows for work to be passed from one functional area to the other. i.e. Educator to EPP for Education Verification.

xcv. **Work Based Learning ("WBL"):** An approach that connects classroom-based instruction to develop employability skills and collaborative activities with industry to allow students to further explore career options.

A.3. The Contractor shall provide a software system solution for an EMS that will support several functional domains, including Educator Evaluation, Educator Licensure, Educator Preparation Provider Program Review and Approval, Leadership Development, and Educator Years of Experience, Staffing Assignment, and Salary Scheduling.

Data across all domains must be integrated and seamlessly linked to Educators by a system-generated unique identifier, such as a Tennessee License Number. The EMS developed by the Contractor shall include, at a minimum, all of the functional components associated with each functional domain as listed below:

a. Educator Evaluation Domain

(1) Input of Observation Rubrics and ability to score indicators specific to the Rubric for Teachers and Administrators as well as averaging indicators to generate a Scale Score for Observations. This score must be converted to a 5-point scale.

(2) Ability to adjust Calculation Models based on selected Observation Rubric.

(3) Ability to adjust Scale Score determination and weightings as outlined by statute and guidance released by the State that is based on Educator role (Tested Teachers versus Non-Tested Teachers).

(4) Converting Scale Score to Level of Overall Effectiveness

(5) Collaboration with the State and its vendors to ensure appropriate integration of data generated by the Tennessee Value Added Assessment System (TVAAS) into Educator Evaluation composites

(6) Proxy for non-numeric values for incompletes in Student Growth Portfolio Models

(7) Import of Tennessee specific individual, school, and evaluation component scores, including LEA growth composites and Achievement Measure scores, and ability to override based on availability of individual growth data.

(8) Ability to import/upload data from the State's third-party vendors or State Administrative Staff for a piece of the evaluation model including Observation data for other models, growth data, Achievement Measures, etc.

(9) Ability to set Observation pacing for LEAs opted into the State evaluation model based on licensure and prior year level of overall effectiveness according to Tennessee State Board of Education ("State Board") policy. Must allow for LEA flexibility in opting into various pathways for pacing and overrides.

(10) Ability to track all system overrides and require documentation when allowing users to override system in accordance with permission level.

(11) Ability to import evaluator certification data provided by the State or the State's third-party vendors into the EMS via a CSV file import or other programmatic means as available. The presence of certification data for an individual will permit certified Educators to conduct Educator Observations as dictated by Tennessee statute, rule, and policy.

(12) Ability to export or extract data for analytical usage across all data points within the domain

b. Educator Licensure and Educator Preparation Provider and Program Review and Approval Domains

(1) Ability for all Educators to be identified by a unique identifier known as a Tennessee License Number,

(2) Ability to correlate Educator Licensure information with Educator course code assignments. The EMS shall allow for the ability to ensure alignment between Endorsement areas displayed on an Educator's licensure profile and an Educator's staffing, instructional assignments, and placement within their school and LEA.

(3) Ability to display and integrate data from Professional Assessments. These assessments, in addition to the other Professional Assessments, are required by the State Board for individuals who have applied for initial Teacher licensure in Tennessee. The EMS shall be able to continually import data provided by Professional Assessment vendors via delimited text file or other programmatic means as available, display the assessment results on an Educator's licensure profile, and provide a pass/fail indication for each record.

(4) Ability to allow EPPs to enter data on program completers and other relevant data needed by the State in order to complete EPP Annual Reports, EPP Report Cards, and other continuous improvement initiatives related to the Educator Preparation Program Review and Approval process. This is vital to ensuring capture of all required data, data quality, and accurate reporting by the State.

(5) Ability for LEA Superintendents and other designees to submit a licensure Disciplinary Hold on Educator license file as dictated by State Board rule and policy.

(6) Ability to export or extract data for analytical usage across all data points within the domain.

c. Leadership Development Domain

(1) Ability to have standardized Tennessee Academy for School Leaders (TASL) event application that can be reviewed by State staff and, if approved, would allow for earned Professional Learning Credits to be linked to specific Educators who occupy TASL-mandated positions.

(2) Ability to create and group cohorts of Educators to earn TASL credits.

(3) Ability to connect TASL credits to licensure transactions as needed.

(4) Ability to batch upload TASL credit-eligible event attendance or select multiple Educators.

(5) Ability to export or extract data for analytical usage across all data points within the domain.

d. Educator Years of Experience, Staffing Assignment, and Salary Scheduling Domain

(1) Ability for LEAs to indicate years of experience and load salary data at the Educator level, by funding source, to understand total Educator compensation. The application must allow for storage and import of experience and salary data.

(2) Ability to allow for creation and maintenance of LEA reports that check compliance with the state minimum salary schedule, store correct historical salary and experience records for Educators, and comply with state statute.

(3) Ability to store LEA specific salary schedules with flexibility for LEAs that have an approved alternative salary schedule**.** This includes a salary schedule entry feature which would allow LEA HR personnel to enter data. LEA personnel shall be enabled to copy any previous salary schedules, set Educator salary levels, make adjustments for local incentives, and view current Educator salary reports. Minimum salary schedules are required for each LEA per state statute. State level and LEA level users must be able to edit and manage salary schedules.

(4) Ability to complete LEA reporting of differentiated pay funding to capture the amount of actual dollars going to salary and bonuses at the local level.

(5) Ability to connect salary data to schools per federal ESSA requirements.

(6) Ability to pull career ladder data automatically from licensure records with ability to manually enter some factors at the LEA level.

(7) Ability to document the LEA and school-level placement of licensed and evaluated Educators in Tennessee, as recorded in annual staffing assignment listings and reports. Historical and current year staffing assignments must be stored on the EMS database and viewable based on appropriate user permissions as established by the State and assigned at the State, LEA, and school level.

(8) Ability to export or extract data for analytical usage across all data points within the domain.

A.4. The Contractor shall implement all functional components within the Educator Licensure and Educator Preparation Provider and Program Review and Approval domains according to the following business requirements.

#	Description
	Licensure and Educator Preparation Provider and Program Review and Approval Business Requirements
1.0	**System must provide communication options, i.e. email, text, letters**
2.0	**System must meet licensing requirements**
3.0	**System must meet Certificate requirements**
4.0	**System must meet National Board Certification requirements**
5.0	**System must allow for Educator Personal Profile data**
6.0	**System must allow for OELP Educator Record data**
7.0	**System must meet all Educator requirements**
8.0	**System must meet all OELP Licensing Specialist requirements**
9.0	**System must meet all OELP Power User requirements**
10.0	**System must meet all OELP Licensing Manager requirements**
11.0	**System must meet all District requirements**
12.0	**System must meet all EPP requirements**
13.0	**System must meet all data requirements**
14.0	**System must meet all documentation requirements**
15.0	**System must meet all Work Queue requirements**
16.0	**System must meet all file import requirements**
17.0	**System must meet all data conversion requirements**
18.0	**System must meet all disciplinary requirements**
19.0	**System must meet all name change requirements**
20.0	**System must meet all State Board of Education Disciplinary Hold requirements**
21.0	**System must meet all Work Based Learning requirements**
22.0	**System must meet all TNAtlas API requirements**

#	Description				
	Licensure Functional Requirements				
1.0	**Communication Requirements--System must meet the following requirements:**				
	1.1	**Must provide for ability to send email to users.**			
		1.1.1	Send Email		
		1.1.2	Provide confirmation of delivery		
		1.1.3	Provide ability to print email messages		
	1.2	**Must provide for ability to text message users**			
		1.2.1	Send text messages to users		
	1.3	**Must provide for ability to send e-letters to users**			
		1.3.1	Generate e-letters		
		1.3.2	Provide ability to print e-letters		
		1.3.3	Provide ability to email e-letters		
2.0	**Licensure Requirements**				
	2.1	**Business rules specific to each license type**			
		2.1.1	Require users to submit a personal affirmation when completing a licensure application, based on the State Board of Education's Current licensure disciplinary rules.		
			2.1.1.1	Provide option for the educator to view demographic data when completing personal affirmation	
			2.1.1.2	Require personal affirmation during application process	
			2.1.1.3	Require personal affirmation during renewal process	
			2.1.1.4	Require personal affirmation during advancement process	
			2.1.1.5	Require personal affirmation during endorsement process	
	2.2	**Business rules specific to all license types**			
		2.2.1	Allow Educator to request demographic changes/updates of Educator Information		
			2.2.1.1	The Educator must be able to request an address change	
			2.2.1.2	The Educator must be able to request a name change	

#	Description			
	2.3	Allow for online printing of license from the Educator profile page		
3.0	License Requirements			
	3.1	System must allow for creation and application of unique business rules specific to each license type (including permit and waivers)		
		3.1.1	Allow for creation of unique application process specific to each license type	
4.0	National Board Certification requirements			
	4.1	Business rules specific to National Board Certification		
		4.1.1	Allow for creation of unique application and proofing process that allows Educators to add evidence of National Board Certification status to their Educator profile	
5.0	Educator Personal Profile data			
	5.1	System must allow for ability to store individual Educator demographic data (sex, race/ethnicity, address, contact information)		
	5.2	System must allow for ability to store historical Educator Personal Profile data		
6.0	OELP Educator Record Data: System must allow for the ability to store the following data within an individual Educator Record			
	6.1	Licenses held		
	6.2	Endorsements held		
	6.3	Specialties		
	6.4	Education history, including degrees held		
	6.5	Exams/Professional Assessments		
	6.6	Experience & Evaluation		
		6.6.1	State Experience & Evaluation Data	
			6.6.1.1	Populated yearly from Educator Evaluation results
		6.6.2	District Experience	
			6.6.2.1	Allow for free form entry by current LEA
	6.7	Historical Highly Qualified (HQ) Data must populate the Educator profile		
	6.8	Professional Learning Credits		
	6.9	Documentation/file attachment. System must allow for documents such as certificates and transcripts to be scanned and uploaded as PDFs		
	6.10	Educator Evaluation scores – interpretation to be based on license type and license status		
		6.10.1	(Interpretation of) Level of Overall Effectiveness Score	
		6.10.2	(Interpretation of) Growth Measure	
	6.11	Disciplinary Hold(s)		
	6.12	History of OELP Educator Record Data		

#	Description			
	6.13	System must allow for online printing of OELP Educator Record data		
7.0	Educator requirements: Users staffed as Educators must have the ability to perform the following actions within the System			
	7.1	Create Educator Personal Profile		
		7.1.1	Ability to update and edit personal demographic data	
	7.2	Edit Educator Personal Profile		
		7.2.1	Ability to update and edit personal demographic data on a rolling basis, as needed	
	7.3	View Educator Personal Profile		
		7.3.1	Ability to view personal demographic data	
		7.3.2	Ability to view history of Educator Personal Profile data housed within the System	
	7.4	View personal OELP Educator Record		
		7.4.1	View Licenses	
		7.4.2	View Endorsements	
		7.4.3	View Specialties	
		7.4.4	View Education	
		7.4.5	View Exams/Professional Assessments	
		7.4.6	View HQ data	
		7.4.7	View Professional Learning Credits	
		7.4.8	View Documentation (scanned, uploaded, etc…)	
		7.4.9	View Educator Evaluation data	
			7.4.9.1	View representation of progress toward advancement or renewal
		7.4.10	View history of OELP Educator Record	
	7.5	Edit Professional Learning Credits		
	7.6	Upload documents to OELP Educator Record		
	7.7	Send email		
8.0	OELP Licensing Specialist requirements: Users staffed as OELP Licensing Specialists must have the ability to perform the following actions within the System			
	8.1	Create Educator Personal Profile		
		8.1.1	Ability to update and edit Educator's Demographic data	
	8.2	Edit Educator Personal Profile		
		8.2.1	Ability to update and edit Educator's demographic data on a rolling basis, as needed	
	8.3	View Educator Personal Profile		
		8.3.1	View Demographic data	
		8.3.2	View history of Educator Personal Profile	
	8.4	Create OELP Educator Record, which includes the ability to create the following data records:		
		8.4.1	License record	

#	Description			
		8.4.2	Endorsements	
		8.4.3	Specialties	
		8.4.4	Education	
		8.4.5	Exams/Professional Assessments	
		8.4.6	Professional Learning Credits	
		8.4.7	Documentation (scanned, uploaded, etc…)	
			8.4.7.1	Add notes to scanned documentation
	8.5	**Edit OELP Educator Record, which includes the ability to edit the following data records:**		
		8.5.1	Licenses	
		8.5.2	Endorsements	
		8.5.3	Specialties	
		8.5.4	Education	
		8.5.5	Professional Assessments	
		8.5.6	Professional Learning Credits	
		8.5.7	Documentation (scanned, uploaded, etc…)	
			8.5.7.1	Add notes to scanned documentation
	8.6	**View OELP Educator Record, which includes the ability to view the following data records:**		
		8.6.1	Licenses	
		8.6.2	Endorsements	
		8.6.3	Specialties	
		8.6.4	Education	
		8.6.5	Exams/Professional Assessments	
		8.6.6	Experience	
			8.6.6.1	State experience
		8.6.7	HQ data	
		8.6.8	Professional Learning Credits	
		8.6.9	Documentation (scanned, uploaded, etc…)	
		8.6.10	**Evaluation scores – interpretation to be based on license type and license status**	
			8.6.10.1	(Interpretation of) Level of Overall Effectiveness Score
			8.6.10.2	(Interpretation of) Growth Measure
		8.6.11	Disciplinary Hold(s)	
		8.6.12	History of OELP Educator Record	
	8.7	**The system must allow for OELP Licensing Specialists to send emails with the following content types**		
		8.7.1	Template	
		8.7.2	Free form responses drafted by OELP Licensure Specialists	

#	Description			
	8.8	**The system must allow OELP Licensing Specialists to draft and send text messages**		
		8.8.1	Send text messages to Educators, using contact information included in demographic data	
	8.9	**The system must allow OELP Licensing Specialists to draft and send e-letters**		
		8.9.1	Templates	
		8.9.2	Free form	
	8.10	**Ability to store notes in OELP Educator Record**		
	8.11	**Provide OELP Licensing Specialist Work Queue**		
9.0	**OELP Licensing Power User requirements: Users staffed as OELP Power Users must have the ability to perform the following actions within the System**			
	9.1	**OELP admin. process**		
		9.1.1	Ability to modify license status	
		9.1.2	Ability to modify holds on educator records	
		9.1.3	Ability to delete holds on educator records	
		9.1.4	Ability to add holds on educator records	
		9.1.5	Ability to modify license dates	
	9.2	**Provide OELP Licensing Power User Work Queue**		
	9.3	**Provide ability for OELP Power User to provide OELP Licensing Specialist Work Queue access to other users**		
	9.4	**Create Educator Personal Profile, which includes the ability to create the following data records:**		
		9.4.1	Educator demographic data	
	9.5	**Edit Educator Personal Profile, which includes the ability to edit the following data records:**		
		9.5.1	Educator's demographic data	
	9.6	**View Educator Personal Profile, which includes the ability to view the following data records:**		
		9.6.1	Demographic data	
		9.6.2	View history of Educator Personal Profile	
	9.7	**Create OELP Educator Record, which includes the ability to create the following data records:**		
		9.7.1	Licenses	
		9.7.2	Endorsements	
		9.7.3	Specialties	
		9.7.4	Education	
		9.7.5	Exams/Professional Assessments	
		9.7.6	Professional Learning Credits	
		9.7.7	Documentation (scanned, uploaded, etc…)	
			9.7.7.1	Add notes to scanned documentation
	9.8	**Edit OELP Educator Record, which includes the ability to edit the following data records:**		
		9.8.1	Licenses	
		9.8.2	Endorsements	

#	Description			
		9.8.3	Specialties	
		9.8.4	Education	
		9.8.5	Exams/Professional Assessments	
		9.8.6	Professional Learning Credits	
		9.8.7	Documentation (scanned, uploaded, etc…)	
			9.8.7.1	Add notes to scanned documentation
	9.9	**View OELP Educator Record, which includes the ability to view the following data records:**		
		9.9.1	Licenses	
		9.9.2	Endorsements	
		9.9.3	Specialties	
		9.9.4	Education	
		9.9.5	Professional Assessments	
		9.9.6	Experience	
			9.9.6.1	State Experience
		9.9.7	HQ	
		9.9.8	Professional Learning Credits	
		9.9.9	Documentation (scanned, uploaded, etc…)	
		9.9.10	**Evaluation Scores – Interpretation to be based on license type and license status**	
			9.9.10.1	(Interpretation of) Level of Overall Effectiveness Score
			9.9.10.2	(Interpretation of) Growth Measure
		9.9.11	Disciplinary Hold	
		9.9.12	History of OELP Educator Record	
	9.10	**The system must allow for OELP Power Users to send emails with the following content types**		
		9.10.1	Template	
		9.10.2	Free form responses drafted by OELP Power Users	
	9.11	**The system must allow OELP Power Users to draft and send text messages**		
		9.11.1	Send text messages to Educators, using contact information included in demographic data	
	9.12	**The system must allow OELP Licensing Specialists to draft and send e-letters**		
		9.12.1	Templates	
		9.12.2	Free Form	
	9.13	**Ability to store notes in OELP Educator Record**		
10.0	**OELP Licensing Manager requirements: Users staffed as OELP Power Users must have the ability to perform the following actions within the System:**			
	10.1	**OELP Power User process**		
		10.1.1	Modify license status	
		10.1.2	Modify Holds on OELP Educator Records	

#	Description			
		10.1.3	Delete Holds on OELP Educator Records	
		10.1.4	Add Holds on OELP Educator Records	
		10.1.5	Modify license dates	
	10.2	**Provide access to OELP Licensing Power User Work Queue**		
	10.3	**Provide access to OELP Licensing Specialist Work Queue**		
	10.4	**Create Educator Personal Profile data**		
		10.4.1	Demographic data	
	10.5	**Edit Educator Personal Profile data**		
		10.5.1	Demographic data	
	10.6	**View Educator Personal Profile data**		
		10.6.1	Demographic data	
		10.6.2	History of Personal Profile data	
	10.7	**Create OELP Educator Record**		
		10.7.1	Licenses	
		10.7.2	Endorsements	
		10.7.3	Specialties	
		10.7.4	Education	
		10.7.5	Professional Assessments	
		10.7.6	Professional Learning Credits	
		10.7.7	Documentation (scanned, uploaded, etc…)	
			10.7.7.1	Add notes to scanned documentation
	10.8	**Edit OELP Educator Record**		
		10.8.1	Licenses	
		10.8.2	Endorsements	
		10.8.3	Specialties	
		10.8.4	Education	
		10.8.5	Professional Assessments	
		10.8.6	Professional Learning Credits	
		10.8.7	Documentation (scanned, uploaded, etc…)	
			10.8.7.1	Add notes to scanned documentation
	10.9	**View OELP Educator Record**		
		10.9.1	Licenses	
		10.9.2	Endorsements	
		10.9.3	Specialties	
		10.9.4	Education	

#	Description				
		10.9.5	Professional Assessments		
		10.9.6	Experience		
			10.9.61	State Experience	
			10.9.6.2	District Experience	
		10.9.7	HQ		
		10.9.8	Professional Learning Credits		
		10.9.9	Documentation (scanned, uploaded, etc…)		
		10.9.10	**Educator Evaluation scores – interpretation to be based on license type and license status**		
			10.9.10.1	(Interpretation of) Level of Overall Effectiveness Score	
			10.9.10.2	(Interpretation of) Growth Measure	
		10.9.11	Disciplinary Hold		
		10.9.12	History of OELP Educator Record		
	10.10	**Send email**			
		10.10.1	Template		
		10.10.2	Free form		
	10.11	**Text messaging**			
		10.11.1	Send text message		
	10.12	**Letter**			
		10.12.1	Template		
		10.12.2	Free form		
	10.13	**Ability to store notes in OELP Educator Record**			
11.0	**District requirements**				
	11.1	District HR: **Users staffed as District HR must have the ability to perform the following actions within the System**			
		11.1.1	**View Educator Personal Profile data, which includes the ability to view the following data records for Educators in the District HR user's district:**		
			11.1.1.1	Demographic data	
			11.1.1.2	History of Educator Personal Profile	
		11.1.2	**Viewing OELP Educator Record, which includes the ability to view the following data records for Educators in the District HR user's district:**		
			11.1.2.1	Licenses	
			11.1.2.2	Endorsements	
			11.1.2.3	Specialties	
			11.1.2.4	Education	
			11.1.2.5	Exams	
			11.1.2.6	Experience	
				11.1.2.6.1	District Experience
				11.1.2.6.2	State Experience

#	Description				
			11.1.2.7	HQ data	
			11.1.2.8	Professional Learning Credits	
			11.1.2.9	Disciplinary Hold	
		11.1.3	**Create OELP Educator Record (District Only), which includes the ability to create the following data records for Educators in the District HR user's district:**		
			11.1.3.1	HQ Data	
			11.1.3.2	Professional Learning Credits	
			11.1.3.3	Experience	
				11.1.3.3.1	District Experience
		11.1.4	**Edit OELP Educator Record (District Only), which includes the ability to edit the following data records for Educators in the District HR user's district:**		
			11.1.4.1	HQ Data	
			11.1.4.2	Professional Learning Credits	
			11.1.4.3	Experience	
				11.1.4.3.1	District Experience
		11.1.5	**Upload Documents to OELP Educator Record for Educators in the users District**		
		11.1.6	**Ability to submit an application on behalf of Educator**		
		11.1.7	**Ability to Print License**		
		11.1.8	**Ability to send Email with the following content types:**		
			11.1.8.1	Free Form	
	11.2	District Administrative Staff: **Users staffed as District Administrative Staff must have the ability to perform the following actions within the System**			
		11.2.1	**View Educator Personal Profile Data, which includes the ability to view the following data records for Educators in the District Administrative Staff user's district:**		
			11.2.1.1	Demographic Data	
			11.2.1.2	History of Educator Personal Profile	
		11.2.2	**View OELP Educator Record, which includes the ability to view the following data records for Educators in the District Administrative Staff user's district:**		
			11.2.2.1	Licenses	
			11.2.2.2	Endorsements	
			11.2.2.3	Specialties	
			11.2.2.4	Education	
			11.2.2.5	Exams	
			11.2.2.6	Experience	
				11.2.2.6.1	District Experience
				11.2.2.6.2	State Experience
			11.2.2.7	HQ data	
			11.2.2.8	Professional Learning Credits	
			11.2.2.9	Disciplinary Hold	
			11.2.2.10	Public View for Educators not in District	

#	Description				
		11.2.3	**Create OELP Educator Record (District Only), which includes the ability to create the following data records for Educators in the District Administrative Staff user's district:**		
			11.2.3.1	HQ Data	
			11.2.3.2	Professional Learning Credits	
			11.2.3.3	Experience	
				11.2.3.3.1	District Experience
		11.2.4	**Edit ELP Educator Record (District only), which includes the ability to edit the following data records for Educators in the District Administrative Staff user's district:**		
			11.2.4.1	HQ data	
			11.2.4.2	Professional Learning Credits	
			11.2.4.3	Experience	
				11.2.4.3.1	District Experience
		11.2.5	**Ability to upload Documents to OELP Educator Record**		
		11.2.6	**Ability to submit an application on behalf of Educator**		
		11.2.7	**Ability to print license**		
		11.2.8	**Ability to send Email with the following content types**		
			11.1.8.1	Free form	
12.0	**EPP requirements: Users staffed as EPP-level users must have the ability to perform the following actions within the System**				
	12.1	**Permissions restricted to a public view of Educators not currently enrolled or previously enrolled in the user's EPP**			
	12.2	**View of Educator Personal Profile (for current and past Educator Preparation Provider program candidates only), which includes the ability to view the following data records:**			
		12.2.1	Demographic data		
		12.2.2	History of Educator Personal Profile		
	12.3	**View OELP Educator Record (for current and past Educator Preparation Provider program candidates only), which includes the ability to view the following data records:**			
		12.3.1	Licenses		
		12.3.2	Endorsements		
		12.3.3	Specialties		
		12.3.4	Education		
		12.3.5	Exams		
		12.3.6	Experience		
			12.3.6.1	State Experience	
		12.3.7	HQ		
	12.4	**Create OELP Educator Record, which includes the ability to view the following data records:**			
		12.4.1	Education (no edit)		
	12.5	**Functionality for EPP data entry: System must allow for the creation of the following functionality related to EPP data entry**			

		12.5.1	Allow for the EPP completer data model and user interface for data entry which includes ability to validate data on entry and ability to batch import and validate completer data from a provided Excel file template.
		12.5.2	Functionality for EPP final validation of completer data • Define and create a validation and EPP submission verification process • The State will determine a date annually for closing data entry of educator Candidate data by the EPP for EPP Annual Reports and EPP Report Card.
		12.5.3	Allow for batch upload/import of missing completer data for large EPPs (support of multiple formats including flat file import, API access for submitting data, etc).
		12.5.4.	Functionality for flat-file (such as an Excel file) export of completer data by a State EMS user.
		12.5.5.	Candidate-level data captured must include: • Endorsement obtained by: a. Program completion b. Add-on Endorsement • Admitted on appeal • Ethnicity • Race • Gender • Type of program • Type of clinical practice • Degree awarded • Degree completion date • Mentor Name • Mentor Teacher License Number • GPA • Assessment scores used for program admission
	12.6	**Ability to upload Educator documents (for current and past Educator Preparation Provider program candidates only)**	
	12.7.	**Ability to submit an application on behalf of Educator (for current and past Educator Preparation Provider program candidates only)**	
	12.8.	**System must allow EPP users to send emails with the following content types:**	
		12.8.1	Free form

#	Description			
	12.8	System must provide EPP Work Queue		
13.0	Data requirements: System shall meet the following minimum data requirements:			
	13.1	Educator shall be identified by a unique sequential identifier		
	13.2	OELP Educator Records shall be status based upon licensing requirements		
	13.3	System must provide the ability to log all user activities (audit trail), which includes the ability to track when the following actions occur:		
		13.3.1	Creation of record	
		13.3.2	Editing of record	
		13.3.3	Deletion of record	
			13.3.3.1	Records marked for deletion
		13.3.4	Disabling of record or permission	
	13.4	Accept electronic Signatures		
	13.5	Allow for creation of user defined fields		
	13.6	Allow for production of ad-hoc reports, with fields and report types defined by the State		
		13.6.1	Allow for ability to run queries	
	13.7	Store free text notes		
		13.7.1	Include information on user	
		13.7.2	Include information on date	
		13.7.3	Include information on time	
	13.8	Allow for ability to enable/disable reports		
	13.9	Allow for creation of prepopulated communication templates		
		13.9.1	Ability for State users to create communication templates	
		13.9.2	Ability for State users to create applicant notification templates	
	13.10	Educator may have more than one license type		
	13.11	Provide link from OELP Educator Record to State reporting system		
	13.12	Support multiple license calendars (expiration dates)		
		13.12.1	Allow for calendars to be specific and differentiated based on license type	
	13.13	Generate automated email reminders to Educators		
		13.13.1	Allow for emails to be specific and differentiated based on license type	
			13.13.1.1	Send email reminders regarding licensure renewals
			13.13.1.2	Send email reminders regarding licensure advancement
			13.13.1.3	Send email reminders regarding endorsements
	13.14	Generate automated renewals if business rules are met		
		10.14.1	Allow for process to be differentiated and specific based on license type	
	13.15	Generate automated advancement if business rules are met		

#	Description			
		13.15.1	Allow for process to be differentiated and specific based on license type	
	13.16	**Generate automated Endorsement if business rules are met**		
		13.16.1	Allow for process to be differentiated and specific based on license type	
		13.16.2	Allow for process to be differentiated and specific based on endorsement type	
	13.17	**Allow for saving of partial / non-completed application**		
	13.18	**Allow for transmission of receipt of electronic documents**		
	13.19	**Maintain a data history. Data history shall include, at a minimum, the following:**		
		13.19.1	OELP Educator Records	
		13.19.2	Educator Personal Profiles	
		13.19.3	Exams/Professional Assessments	
			13.19.3.1	Passing scores
	13.20	**Maintain a record audit trail. Record audit trail shall allow State Administrative Staff to track and audit the following data records/system actions:**		
		13.20.1	OELP Educator Record	
			13.20.1.1	Modifications to OELP Educator Record
			13.20.1.2	Adding to OELP Educator Record
			13.20.1.3	Deletion of OELP Educator Record
			13.20.1.4	Disabling of OELP Educator Record
		13.20.2	Educator Personal Profile	
			13.20.2.1	Modifications to Educator Personal Profile
			13.20.2.2	Adding to Educator Personal Profile
			13.20.2.3	Deletion of Educator Personal Profile
			13.20.2.4	Disabling of Educator Personal Profile
	13.21	**Allow for users to leverage multiple search field options when searching for Educators, including the following search fields:**		
		13.21.1	SSN	
		13.21.2	License type	
		13.21.3	License number	
		13.21.4	License status	
		13.21.5	First name	
		13.21.6	Last name	
		13.21.7	Date of birth	
	13.22	**Allow public access to Educator search**		
		13.22.1	Educator Search Fields/Criteria	
			13.22.1.1	First name
			13.22.1.2	Last name
			13.22.1.3	License number

#	Description				
		13.22.2	Upon Educator search, system will return the following data		
			13.22.2.1	Personal information	
				13.22.2.1.1	Full name
				13.22.2.1.2	License number
			13.22.2.2	Licenses & Endorsements	
				13.22.2.2.1	License type
				13.22.2.2.2	License status
				13.22.2.2.3	Endorsement
				13.22.2.2.4	Issue date
				13.22.2.2.5	Date of expiration
			13.22.2.3	Certificates	
			13.22.2.4	HQ	
	13.23	**System must provide real time updates**			
	13.24	**Only one user may edit the following records at a time**			
		13.25.1	Educator Personal Profile data		
		13.25.2	OELP Educator Record data		
14.0	**Documentation requirements**				
	14.1	**System must allow for online upload of Educator documents**			
		14.1.1	System shall allow for storage and user access of historical document formats (DOC, TIF, PDF, CSV, JPEG, XLS, etc.)		
		14.1.2	System shall allow for online upload of new documents (current industry standard attachment types for documents, spreadsheets, image files, etc.)		
	14.2	**System must allow for differentiated business rules and requirements for documentation based on Educator licensure application type**			
	14.3	**System must allow for display of upload results**			
	14.4	**System must successfully link documents to correct Educator, based on that Educator's licensure and personal profile data**			
	14.5	**System must allow for storage of Educator documentation based on Educator licensure application type**			
	14.6	**System must allow for purging of Licensure applications based on Educator licensure application type**			

#	Description			
	14.7	**System must allow for archiving of License applications based on Educator licensure application type**		
	14.8	**System shall allow for export of ad hoc and queried report data.**		
		14.8.1	CSV, XLS, PDF, etc.)	
	14.9	**System must provide a checklist of required documentation (i.e., application being submitted)**		
	14.10	**System must allow all document types to be identified by unique identifier (i.e., Tennessee License Number)**		
	14.11	**System must provide for an automated process that allows users add email and other contract information to OELP Educator Record**		
	14.12	**System must provide for a process that allows users to add documents, based on assigned user permissions according to user staff type**		
	14.13	**System must provide for a process for editing existing documents, based on assigned user permissions according to user staff type**		
15.0	**Work Queue requirements (to be under one queue, operating under a "First In, First Out (FIFO) model)**			
	15.1	**OELP Licensing Specialist: Users staffed as OELP Licensing Specialists must have the ability to perform the following actions within the System**		
		15.1.1	Application approval	
		15.1.2	Renewal approval	
		15.1.3	Endorsement approval	
		15.1.4	Advancement approval	
		15.1.5	Name change approval	
		15.1.6	Address change	
		15.1.7	Re-assign work to other OELP Licensing Specialists	
		15.1.8	Re-assign work to OELP Licensing Power User	
		15.1 9	Ability to send to Pending Work Queue	
	15.2	**OELP Licensing Power User: Users staffed as OELP Power Users must have the ability to perform the following actions within the System:**		
		15.2.1	Operational activities	
			15.2.1.1	Application approval
			15.2.1.2	Renewal approval
			15.2.1.3	Endorsement approval
			15.2.1.4	Advancement approval
			15.2.1.5	Name Change approval
			15.2.1.6	Address change
		15.2.2	Disciplinary Hold	
			15.2.2.1	Place on license hold
			15.2.2.2	Remove licensure disciplinary hold
		15.2.3	Ability to send to Pending Work Queue	

#	Description				
		15.2.4	Ability to re-assign work to OELP Licensing Specialist		
		15.2.5	Ability to re-assign work to OELP Licensing Power User		
		15.2.6	Ability to re-assign work to OELP Licensing Manager		
		15.2.7	Access to OELP Licensing Specialist Queue		
			15.2.7.1	Re-assign work to OELP Licensing Specialists	
			15.2.7.1	Re-assign work to other OELP Licensing Power Users	
	15.3	**OELP Licensing Manager: Users staffed as OELP Licensing Managers must have the ability to perform the following actions within the System**			
		15.3.1	Operational Activities		
			15.3.1.1	Application Approval	
			15.3.1.2	Renewal Approval	
			15.2.1.3	Endorsement Approval	
			15.2.1.4	Advancement Approval	
			15.3.1.5	Name Change Approval	
			15.3.1.6	Address Change	
		15.3.2	Ability to send to Pending Work Queue		
		15.3.3	Ability to re-assign work OELP Licensing Specialists		
		15.3.4	Ability to re-assign work OELP Licensing Power User(s)		
		15.3.5	Access to OELP Power User Work Queue		
		15.3.6	Access to OELP Licensing Specialist Work Queue		
			15.3.6.1	Re-assign work to other OELP Licensing Specialists	
			15.3.6.2	Re-assign work to other OELP Licensing Manager	
	15.4	**EPP (Educator Preparation Provider): Staffed EPP users must have the ability to perform the following actions within the System**			
		15.4.1	Ability to conduct an Education verification for completers of an EPP's program		
			15.4.1.1	Degree	
			15.4.1.2	Program of study	
				15.4.1.2.1	Initiation date
				15.4.1.2.2	Completion date
			15.4.1.3	Transcript	
		15.4.2	Ability to send records or verification to pending Work Queue		
	15.5	**District HR: District HR users must have the ability to perform the following actions within the System**			
		15.3.1	Ability to conduct a licensure renewal verification for the following Educators within the user's district:		
			15.3.1.1	Non-instructional Educators	
	15.6	**District Administrative Staff: District Administrative Staff users must have the ability to perform the following actions within the System**			
		15.3.1	Ability to conduct a licensure renewal verification for the following Educators within the user's district:		
			15.3.1.1	Non-instructional Educators	

#	Description		
16.0	**File import requirements**		
	16.1	**Allow for Educator experience file import**	
		16.1.1	To be used for initial population of state experience for Educators
	16.2	**Allow for NASDTEC file import**	
	16.3	**Allow for Exams/Professional Assessments import**	
	16.4	**Allow for EPP document file import, including the following types of imports:**	
		16.4.1	Bulk
		16.4.2	Single
	16.5	**Allow for accredited EPP file import**	
17.0	**Data conversion or transformation requirements**		
	17.1	**System must allow for conversion of data from SQL, or for maintenance and transfer of existing SQL data.**	
18.0	**Disciplinary Hold requirements**		
	18.1	**System must allow Educator to have more than one hold placed on their license (if applicable)**	
	18.2	**System must allow for a NASDTEC file and data import process that meets the following requirements:**	
		18.2.1	System must allow for an automated process for placing a disciplinary hold on all OELP Educator Records if NASDTEC data indicates a disciplinary hold, including out of state Educators applying for licensure in Tennessee
	18.3	**System must allow for a manual process by which State authorized users can place an Educator's license on Disciplinary Hold**	
	18.4	**System must allow for an automated process for removing hold based on pre-populated release**	
	18.5	**System must allow for an automated process for updating license status when Hold is released**	
	18.6	**System must allow for an automated process for sending hold follow-up to OELP Licensing Power User Work Queue**	
19.0	**Name change requirements**		
	19.1	**System must allow for Educator name changes to occur within a teacher license application**	
	19.2	**System must allow for Educator name changes to occur within required documentation**	
20.0	**State Board of Education Disciplinary Hold process: System must provide for the following:**		
	20.1	**Superintendents and those designated by Superintendents may request a hold and submit evidence via a submission wizard user interface with configurable permissions.**	
	20.2	**The State Board of Education attorney and/or other authorized staff will have the ability to review and respond to the requests in a Work Queue within the EMS, with configurable permissions.**	
21.0	**Work Based Learning requirements**		
	21.1	**System must provide for integration of training tables into the EMS platform for viewing and managing Educator training Certificates for WBL**	
		21.1.1	Create the training Certificate data model and website interface within the EMS.
		21.1.2	Allow for Integration of the training Certificate data with other Educator credentials on the OELP Educator Record

		21.1.3	Create workflows for the WBL certification and renewal process which includes the capability to utilize a flat file feature to mass import WBL Certificates.
		21.1.4	Allow for updates to permissions and features to control end-user access to data based on changing requirements.
		21.1.5	Migrate historical WBL certification data from legacy systems, if applicable
22.0	**TN Atlas API Requirements**		
	22.1	Contractor shall develop and maintain the application programming interface (API) of the EPP Portal—TNAtlas	
		22.1.1	Contractor shall develop all necessary methods as outlined by the State.
		221.2	Contract Shall produce documentation of API registration and definition of methods

A.5. The Contractor shall implement all functional components within the Educator Evaluation domain according to the following business requirements.

	Description
	Educator Evaluation business requirements
1.0	**System must meet all Educator Evaluation Record requirements**
2.0	**System must meet Educator Evaluation Record user requirements**
3.0	**System must meet all Calculation Model requirements**
4.0	**System must meet all Scale Score determination requirements**
5.0	**System must meet all Level of Overall Effectiveness Score determination requirements**
6.0	**System must meet all file import requirements**
7.0	**System must meet all non-numerical Growth Score requirements**
8.0	**System must meet all Evaluator Certification Data requirements**
9.0	**System must meet all data conversion requirements**
10.0	**System must meet all communication requirements**
11.0	**System must meet all data requirements**

Educator Evaluation Functional requirements					
1.0	**Educator Evaluation Record requirements: All of the following elements must be displayed when displaying Educator information within the EMS. Educators must be able to self-edit Educator Personal Profile information, but not other items listed.**				
	1.1	**Educator Personal Profile**			
	1.2	**Current license data from OELP Educator Record**			
	1.3	**Current LEA assignment**			
	1.4	**Current Master School Assignment**			
	1.5	**Subject area**			
	1.6	**Grade level**			
	1.7	**Observer**			
	1.8.	**Rubric**			
		1.8.1	Rubric domains		
			1.8.1.1	Observations	
				1.8.1.1.1	Indicator(s)

				1.8.1.1.2	Observer notes
				1.8.1.1.3	Educator feedback
				1.8.1.1.4	Reinforcement
				1.8.1.1.5	Reinforcement—observer feedback
				1.8.1.1.6	Refinement
				1.8.1.1.7	Refinement---observer feedback
				1.8.1.1.8.	Next steps—text box for observer notes
	1.9	**Individual Educator Evaluation component scores**			
	1.10	**Partial Year Exemption status**			
	1.11	**A history of Educator Evaluation Record (by year) that displays the following:**			
		1.11.1	Rubric domains		
			1.11.1.1	Indicator(s)	
			1.11.1.2	Observer notes	
			1.11.1.3	Educator feedback	
			1.11.1.4	Subject area	
			1.11.1.5	Grade level	
			1.11.1.6	Reinforcement	
			1.11.1.7	Reinforcement—observer feedback	
			1.11.1.8	Refinement	
			1.11.1.9	Refinement---observer feedback	
			1.11.1.10	Next steps—text box for observer notes	

#	Description
	1.11.2 Evaluation Component scores
	1.11.3 Level of Overall Effectiveness Score
	1.11.4 LEA assignment
	1.11.4.1 Master School Assignment
	1.11.5 License data
	1.11.6 Subject area
	1.11.7 Grade level
	1.11.8 Observer
2.0	**Educator Evaluation user requirements**
	2.1 Within the EMS, individuals staffed as an Educator must:
	2.1.1 Be licensed to receive an evaluation, unless otherwise noted
	2.1.2 Have the ability to edit Educator Personal Profile
	2.1.3 Have the ability to view their individual Educator Evaluation Record, including:
	2.1.3.1 Current license data
	2.1.3.2 Master School Assignment
	2.1.3.2.1 LEA
	2.1.3.3 Grade level
	2.1.3.4 Subject area
	2.1.3.5 Observer
	2.1.3.6 Level of Overall Effectiveness Score from previous year
	2.1.3.7 Individual component scores (as available)
	2.1.3.8 Current progress / status
	2.1.3.9 History
	2.1.4 Have the ability to add feedback to current Observation(s)
	2.1.5 Have the ability to send email
	2.2 Within the EMS, individuals staffed as an Observer must be provided the following information and/or meet the following requirements:
	2.2.1 Certified Observers will be provided by the certified evaluators Import. Only certified Observers can access Observation rights and conduct Observations.
	2.2.2 An Observer does not need to have a license
	2.2.3 Observer must be able to access a Work Queue that contains:
	2.2.3.1 Educator name
	2.2.3.2 LEA
	2.2.3.2.1 Master School Assignment
	2.2.3.3 License data
	2.2.3.4 Level of Overall Effectiveness Score from previous year

#	Description					
			2.2.3.5	Individual component scores (as available)		
		2.2.4	The Observer must be able to select the proper Observation Rubric for the Educator Evaluation			
		2.2.5	The Observer must be able to			
			2.2.5.1	Select grade level		
			2.2.5.2	Select subject area		
			2.2.5.3	Enter Observation notes in multiple file formats		
		2.2.6	Provide the ability to email			
		2.2.7	Provide the ability to search			
	2.3	**School Administrative Staff – all user requirements are school specific, i.e. principals and assistant principals cannot see other schools.**				
		2.3.1	Within the EMS, individuals staffed as Principals must have			
			2.3.1.1	Ability to select Educator Evaluation Component(s)		
			2.3.1.2	Ability to select Evaluation Component(s) for Administrators the Observer is responsible for observing (i.e. assistant principals)		
			2.3.1.3	Ability to view the following Educator information for all Educators staffed within their school, including		
				2.3.1.3.1	Educator Personal Profile	
				2.3.1.3.2	Current Educator Licensure data	
				2.3.1.3.3	Master School Assignment	
				2.3.1.3.4	Current evaluation progress / status	
				2.3.1.3.5	Level of Overall Effectiveness Score from previous year	
				2.3.1.3.6	Individual component scores (as available)	
				2.3.1.3.7	History	
			2.3.1.4	Ability to email		
			2.3.1.5	Ability to search		
			2.3.1.6	Ability to assign Observers		
			2.3.1.6	Ability to add Partial Year Exemption		
		2.3.2	Within the EMS, individuals staffed as Assistant Principal must have access to the following for all subordinate Educators:			
			2.3.2.1	Ability to select Educator evaluation component		
			2.3.2.2	Ability to view Educator currently located at School and see the following information:		
				2.3.2.5.1	Educator Personal Profile	
				2.3.2.5.2	Current Educator Licensure data	
				2.3.2.5.3	Master School Assignment	
					2.3.2.5.3.1	LEA
				2.3.2.5.4	Current evaluation progress / status	

#	Description				
				2.3.2.5.5	Level of Overall Effectiveness Score from previous year
				2.3.2.5.6	Individual component scores (as available)
				2.3.2.5.7	History
			2.3.2.3	Ability to send email	
			2.3.2.4	Ability to search	
			2.3.2.5	Ability to assign Observers	
			2.3.2.6	Ability add Partial Year Exemption	
	2.4	**Within the EMS, individuals staffed as District Administrative Staff must have:**			
		2.4.1	Ability to set the Educator Master School Assignment		
		2.4.2	Ability to select Educator Evaluation component(s)		
		2.4.3	Ability to view Educators currently located at LEA (by Master School Assignment)		
			2.4.3.1	Educator Personal Profile	
			2.4.3.2	Current Educator Licensure data	
			2.4.3.3	Master School Assignment	
				2.4.3.3.1	LEA
			2.4.3.4	Current evaluation progress / status	
			2.4.3.5	Level of Overall Effectiveness Score from previous year	
			2.4.3.6	Individual Component Scores (as available)	
			2.4.3.7	History	
		2.4.4	Ability to view the Calculation Model used to calculate their LOE		
			2.4.4.1	Have access to the following Evaluation Components	
				2.4.4.1.1	Create
				2.4.4.1.2	Modify
			2.4.4.2	Have access to the following Calculation Weights	
				2.4.4.2.1	Create
				2.4.4.2.2	Modify
			2.4.4.3	Have access to the following Classification	
				2.4.4.3.1	Create
				2.4.4.3.2	Modify
		2.4.5	Ability to email		
		2.4.6	Ability to search		
		2.4.7	Ability to assign Observers		

#	Description				
		2.4.8	ability to assign Educators to schools		
		2.4.9	ability to add Partial Year Exemption		
	2.5	**State Administrative Staff must have the ability to:**			
		2.5.1	Set the Educator Master School Assignment		
		2.5.2	Select Educator Evaluation Component(s)		
		2.5.3	View all Educators currently located throughout the State and view the following information:		
			2.5.3.1	Educator Personal Profile	
			2.5.3.2	Current License Data	
			2.5.3.3	LEA	
				2.5.3.3.1	Master School Assignment
			2.4.3.4	Current evaluation progress / status	
			2.4.3.5	Level of Overall Effectiveness Score from previous years	
			2.4.3.6	Individual component scores (as available)	
			2.4.3.7	History	
		2.5.4	Set the Calculation Model		
			2.5.4.1	Sets the Calculation Model(s) for LEA	
				2.5.4.1.1	Provide ability to select Calculation Models for multiple districts
			2.5.4.2	Access all Evaluation Components, which includes the ability to:	
				2.5.4.2.1	Create
				2.5.4.2.2	Modify
				2.5.4.2.3	Disable
				2.5.4.2.4	Enable
			2.5.4.3	Access all Calculation Weights, which includes the ability to:	
				2.5.4.3.1	Create
				2.5.4.3.2	Modify
				2.5.4.3.3	Disable
				2.5.4.3.4	Enable
			2.5.4.4	Access all Classifications, which includes the ability to:	
				2.5.4.4.1	Create
				2.5.4.4.2	Modify
				2.5.4.4.3	Disable
				2.5.4.3.4	Enable
		2.5.5	Ability to email		
		2.5.6	Ability to search		
		2.5.7	Ability to assign Observers		

#	Description						
		2.5.8	ability to assign schools to LEAs				
		2.5.9	ability to add Partial Year Exemption				
3.0	**Calculation Model requirements**						
		Calculation Models contain one or more weighted Evaluation Components by Classification. System will need to be configurable to meet Current and future business requirements.					
	3.1	**Evaluation Components**					
		Evaluation Component requirements will need to be configurable based on current and future business requirements. Current components are below and must be accessible by all Educators:					
		3.1.1	Rubric				
			3.1.1.1	Domain			
				3.1.1.1.1	Observation(s)		
						3.1.1.1.1.1	Grade level
						3.1.1.1.1.2	Subject area
				3.1.1.1.2	Indicator(s)		
				3.1.1.1.3	Reinforcement		
				3.1.1.1.4	Reinforcement—Observer feedback		
				3.1.1.1.5	Refinement		
				3.1.1.1.6	Refinement—Observer feedback		
				3.1.1.1.7	Next steps—text box for Observer notes		
			3.1.1.2	Average of all Indicators scored			
		3.1.2	Growth Measure				
			3.1.2.1	TVAAS data			
			3.1.2.2	Portfolio score data			
			3.1.2.3	"Other" or manual entry			
		3.1.3	Achievement Measure				
			3.1.3.1	TVAAS data			
			3.1.3.2	Manual entry			
		3.1.4	LEA specific Evaluation Components				
		3.1.5	Ability to upload Evaluation Component results				
			3.1.5.1	Ability to apply uploaded results to Educators			
		3.1.6	Ability to mass select Educators to assign Evaluation Components				
		3.1.7	Ability to select Evaluation Components to assign to a group of Educators				
			3.1.7.1	By LEA			
			3.1.7.2	By school			
			3.1.7.3	By Educator Licensure data			
			3.1.7.4	By Educator			
			3.1.7.5	By subject area			
			3.1.7.6	By grade			
		3.1.8	Ability to upload results of Evaluation Components and have scores automatically updated to Educators				

#	Description		
	3.2	System must be able to manage and display multiple Classifications leading to final observation scores.	
	3.3	System must be able to manage and display multiple Calculation Weights leading to final observation scores.	
4.0	**Scale Score determination requirements**		
	4.1	Scale Score is a calculation based on the Evaluation Components and the Calculation Weights assigned by Classification, in the Calculation Model. System must be configurable to meet Current and future business requirements.	
5.0	**Level of Overall Effectiveness Score determination requirements must be displayed on Educator profile or be accessible from Educator profile.**		
	5.1	Level of Overall Effectiveness Score is a rating (1 to 5). This rating is determined based on Scale Score.	
6.0	**File Import Requirements- The EMS must allow for the following imports:**		
	6.1	**Growth Measure file import**	
		6.1.1	Individual file
		6.1.2	School wide file
		6.1.3	LEA wide file
	6.2	**e-Portfolio system or other alternative growth measure file imports**	
		6.2.1	Individual file
	6.3	**LEA Evaluation Components file imports**	
	6.4	**Certified Observers file imports**	
7.0	**Non-numerical Growth Score requirements**		
	7.1	Must be able to store a non-numerical/null value for Growth Scores generated by Portfolio and alternatives to Portfolios, which will encompass the Growth score for certain Non-Tested Teachers.	
	7.2	Allow for integration of Portfolio or alternatives to Portfolio score data into all ad-hoc reports related to evaluation scores by Educator	
	7.3	Allow for the addition of business rules to the LOE scoring routine to ignore Portfolio component ccores with non-numeric/null value(s)	
8.0	**Evaluator Certification requirements must:**		
	8.1	**Incorporate Evaluator Certification Data as part of the OELP Educator Record**	
		8.1.1	Daily file import of flat file containing observer credentialing status by license number for Teacher and Administrator observers
		8.1.2	Provide a display of observer credentialing status on EMS dashboards.
		8.1.3	Allow for revisions to business rules to Observation system for controlling the permission to conduct an Observation of a Teacher or Administrator based on 'active' evaluator credentials.
		8.1.4	Allow for creation of evaluator credentialing status report that can be exported out of EMS for troubleshooting/investigation of submitted data.
		8.1.5	Provide a method of tracking year of initial certification of evaluators
9.0	**Data conversion requirements include:**		
	9.1	**SQL to SQL**	
10.0	**Communication requirements**		
	10.1	**The EMS must provide the ability to send email, which includes the following capabilities:**	

		10.1.2	Confirmation of delivery
		10.1.3	Ability to Print
11.0	**The EMS must meet these following minimum Data Requirements, which include the ability to:**		
	11.1	Store Master School Assignment	
		11.1.1	Educator may have more than one active Master School Assignment; all must be displayed
		11.1.2	LEA must be displayed
	11.2	Store grade level	
	11.3	Store subject area	
	11.4	Store Observer information	
	11.5	Ability to store Observation notes in multiple file formats	
	11.6	Produce ad-hoc reports	
	11.7	Ability to log and report on all user activities	
	11.8	Link between Educator Licensure and Educator Evaluation data, using Tennessee License Numbers	
	11.9	Accept electronic signatures	
	11.10	Maintain a data history of all Educator Evaluation Records	
	11.11	Maintain a record audit trail of all Educator Evaluation Records	
	11.12	Allow saving of partial Observation	
	11.13	Allow multiple options for searching using Educator Personal Profile data and Educator Evaluation Record data	
	11.14	System must provide real time updates	
	11.15	Allow only one user may edit a record at a time. This requirement shall apply to the follow data within the EMS.	
		11.15.1	Educator Personal Profile Data
		11.15.2	Educator Evaluation Record

A.6. The Contractor shall implement all functional components within the Leadership Development domain according to the following business requirements:

Feature Area	Requirements
1. TASL event management	1.1. The EMS must include an administrative tool that allows TDOE State Administrative Staff to manage all TASL events. State Administrative Staff must have the ability to add or delete TASL events and to edit the following fields within each TASL event: 1.1.1. Event title 1.1.2. Event type and designation of the event as TASL, TASL and CEO, or CEO only 1.1.3. Availability window of events by start and end dates 1.1.4. PDC values for each event 1.1.5. Creation of TASL cohort with name and number 1.1.6. Designation of Academy Event (awarded from cohort import only) 1.1.7. Batch import of TASL events from Excel spreadsheet
2. Educator TASL Attendance	2.1. The EMS must include an interface for Educators to submit TASL event attendance and exemption requests: 2.1.1. The list of available events are driven from the TASL Event Management tool. 2.1.2. Educators must attach and upload documentation to certify attendance. 2.1.3. On Submission, Educator must sign with electronic PIN. After completing submission, the request appears in the 2.1.4. PDC and CEO Work Queue for approval or denial. 2.1.5. Educator must be able to request TASL exemption from LEA and use PIN to complete request (show TCA language). Superintendent may submit TASL attendance with documentation to earn CEOs.
3.PDC, CEO, and exemption approval	3.1. The EMS must include a workflow for approval and denial of PDCs, CEOs, and TASL exemption. This workflow must meet the following requirements: 3.1.1. TASL configurator must have access to view the Work Queue with PDCs only for their LEA and review attached certifying documentation. 3.1.2. TASL director must have access to view the Work Queue with PDCs and CEOs for all LEAs. 3.1.3. TASL director must have the ability to apply approvals and denials to individual events or multiple events. 3.1.4. On approval, the TASL configurator and/or TASL director must be able to sign for approval with an electronic PIN. 3.1.5. After approval, PDCs/CEOs are awarded to the Administrator and the academic year/cycle must be identified. 3.1.6. Authorized State staff must be able to review and approved TASL exemption requests submitted by TASL configurators and Superintendents.

4. TASL configurator	4.1. The EMS must provide the ability for State and LEA Administrative Staff to designate a TASL Configurator assignment. Superintendent must have all available functionality as listed below. The TASL configurator role is permission driven and allows the TASL Configurator to do the following: 4.1.1.1. Designate TASL mandated positions and Educators 4.1.1.2. Approve applications for PDCs 4.1.1.3. Run reports 4.1.1.4. Approve or deny exemption requests with reason
5. TASL mandate/exemption by configurator	5.1. The EMS must allow for management of staff for TASL mandate/exempt status: 5.1.1. TASL configurator must be able to select Educator(s) who are designated as TASL mandated for their LEA. 5.1.2. TASL configurator must be able to select Educator(s) in order to create and submit a request for TASL exemption. 5.1.3. Electronic PIN entry is required to submit a TASL exemption request 5.1.4. Educator must have the ability to submit a request to be TASL exempt to TASL configurator
6. Reporting	6.1. The EMS must allow for the following capabilities related to reporting. Reporting features in the EMS related to TASL must: 6.2. Allow for selection of cycle start/end dates. 6.3. Allow for Graphing and Charting with filtering options. 6.4. Report all TASL mandated positions and Educators with summation of awarded PDCs and/or CEOs for each cycle. 6.5. Report all TASL exempt Educators with exemption status. 6.6. Allow for +2 reports defined by the State
7. CEO display for Superintendents	7.1. The EMS must allow for a "CEO Display" for Superintendents. The display must: 7.2. Allow Superintendent's to view CEO credits awarded by academic year on the Superintendent profile page. 7.3. Have the option to view pending/denied CEOs by TASL cycle on the Superintendent profile page.
8. Educator Licensure Profile	8.1. The EMS must allow for the following to be included on each Educator licensure profile 8.1.1. Display PDCs requested and awarded by academic year on Educator profile. 8.1.2. Must have the option to view pending/denied PDCs display the awarded PDCs in the EMS licensure transaction wizard.
9. TASL Academy Cohort Import	9.1. The EMS must allow State Administrative Staff to import the TASL Academy cohort from Excel and auto-assign PDCs and/or CEOs to attendees.
10. Electronic PLP form	10.1. The EMS must allow for the creation of a web-based individual Professional Learning Plan, which includes the following requirements: 10.1.1. Contractor must develop business logic for the appropriate scenarios to show this option 10.1.2. Contractor must allow for creation of an electronic individual professional learning plan for each TASL cycle (1-year). Web-based approach using fields provided in paper form. Educator must be able to complete form and sign with an electronic PIN.

11. Automation and Notifications	11.1. The EMS must meet the following minimum requirements as relates to automation of TASL-related functions within the system: 11.1.1. Default all principals and Assistant Principal roles as mandated for TASL. 11.2. Send notifications: 11.2.1. To Educator when TASL PDCs are approved. 11.2.2. To Educator when TASL exemption is approved.

A.7. The Contractor shall implement all functional components within the Experience, Staffing Assignments, and Salary Scheduling functional domain of the EMS according to the following business requirements.

Feature Area	Requirements
Personnel Salary Assignments	1. The EMS must provide an administrative feature that must enable the LEA to make salary assignments for staffed personnel. This feature must include or provide for, at a minimum: a. Dashboard/view feature for LEA that displays Educator assignments and indicates missing assignments b. Ability to add/edit a salary assignment for an Educator i. Select salary schedule ii. Select current status iii. Select regular/federal iv. Enter paid months and days v. Enter # Teacher supervises vi. Enter contract $ vii. Enter local/federal supplement dollars c. Ability to edit/delete existing assignments d. Ability to enter secondary/additional assignment with percent of time in assignments.
Staff assignments	2. The EMS must provide an administrative feature that must allow for the staffing and management of non- instructional personnel with Educator licenses to satisfy requirements of T.C.A. § 49-5-402. This feature must include or provide for, at a minimum: a. Enhancements to staff assignments feature, application views, and application query b. Addition of non-instructional designation for licensed personnel at LEA and school levels c. Enhancements to excel import template feature for bulk loading non-instructional staff assignments
Permissions and settings	3. The EMS must provide an administrative feature that must allow for the creation of permissions to control salary management feature access and availability. This feature must include or provide for, at a minimum: a. Settings to control feature availability b. State salary management permission c. LEA salary management permission d. Non-instructional staffing permission to allow addition of non-instructional personnel in staff assignments feature
Salary Schedule Management	4. The EMS must provide an administrative tool that must allow the State to create and manage a State minimum schedule for each fiscal year. This feature must include or provide for the ability to, at a minimum: a. Add new fiscal year b. Set fiscal year availability for LEA schedule creation c. Create a new schedule i. Add salary effective date ii. Add/edit salary schedule types (i.e. Teacher and Principals, other local, system wide) iii. Add/edit/delete education levels to salary schedule types iv. Add/edit/delete years of experience v. Add salary dollar amounts to education level and experience matrix d. Copy a prior fiscal year schedule e. View only capability for prior fiscal year salary schedules
LEA Salary Management	5. The EMS must provide an administrative tool that allows the LEA to copy a salary schedule from the State minimum or prior year schedule. This feature must include or provide for the ability to , at a minimum:

	a. View capability of existing schedule matrix and/or notification to create schedule b. Ability to copy new salary schedule from State minimum c. Ability to copy new salary schedule from prior fiscal year LEA schedule d. Set % increase of State salary e. Set % local portion above State salary Increase local salary by dollar amount Selection of education levels to copy f. Ability to delete schedule and auto-remove all Educator assignments

A.8. The Contractor shall provide reporting and data analytics functions within the EMS and develop new reports upon written request by the State. The Contractor shall respond within two (2) business days detailing the length of time for the requested new reports to go-live in the EMS.

The EMS provided by the Contractor shall allow for data from various domains to be integrated so that reports can display multiple data points (e.g. reports that display staffing and licensure data along with evaluation models and Observation pacing for individual Educators). The EMS shall allow for querying Educator information related to licensure, self-reported personal information, evaluation, years of experience, TASL credit, Contact info, licensure, etc. Data is stored that is used for both state and federal reporting purposes (e.g. Title II A) and must be queried as such. The Contractor shall ensure data is rolled over on an annual cycle and manually imported/edited by LEAs and schools as needed.

Reports within the EMS shall include at minimum the following:

a. Evaluation score by Educator, evaluator credentials, evaluator overrides reports, growth and achievement selections, Observation data, Observation self-score, Observation summary, Observation summary by LEA, off-track practitioner assignments, pacing guide, staff observers.
b. Licensure Reports; Educator Licensure, Educator with active Disciplinary Holds, license audit report.
c. Financial Reports: December 1 report, Year End Experience report, and salary schedule, assignment, and completion reports by LEA.
d. Other Reports such as active schools by academic year, location reports, staff assignments by Region, LEA, and School Location, EMS user role permissions, CEO credit report, LEA settings, Superintendent export.

A.9. The Contractor shall implement accessibility features for all user interfaces that are intuitive to use, functionally robust and support at a minimum the accessibility requirements outlined in this Contract. Contractor must ensure all work products provided under this Contract are compliant with state and federal requirements relating to accessibility, including the Americans with Disabilities Act and Sections 504 and 508 of the Rehabilitation Act of 1973.

A.10. The Contractor shall provide an EMS that operates as a web-based application with no workstation client software or code, other than the browser, required to administer and run the application. The EMS must allow users to access the system via a web browser on any configuration PC, MacOS, or Chromebook OS computer. The EMS shall have compatibility with mobile device presentation and operating systems and must also allow for comparable access via mobile browsers.

a. The Contractor shall provide features and functions in both the desktop and mobile application as described in Contractor's response to RFP # 33101-2014033105FAS5. The State reserves the right to request that additional features and function be made available via mobile application
b. The Contractor shall provide in the web-based application, the ability to support multiple languages as specified by the State, in both desktop and mobile versions.

A.11. All users and roles shall be able to access any of the EMS' domains based on business rules surrounding permissions, as established and provided by the State. The Contractor shall be

responsive, within a timeframe determined by the State, to State requests for refining user roles and permissions and adding roles without new development and maintenance costs. The Contractor shall ensure that a user's access to any EMS domains can be turned on or off by the State.

A.12. The Contractor shall be responsive, based on a timeline specified in the Project Plan developed in partnership with the State, as outlined in Section A.12., to legislative and policy changes, and provide flexibility in adapting the EMS as business rules change. The Contractor shall document any resulting changes to workflows and submit that documentation to the State. Requirements around additional work and change order creations that may occur as a result of legislative and policy changes are outlined in Section A.27. of the Contract, respectively. Requirements around additional lines are outlined in Section E.15 of this Contract.

A.13. The Contractor shall provide a Project Plan to the State no later than sixty (60) calendar days after the Contract Effective Date. The Project Plan shall be subject to State approval. The Project Plan shall be electronically maintained and shall detail all aspects of implementation of the EMS and adhere to any specified target dates as communicated by the State. The State and the Contractor shall agree upon estimated timeframes for development of each functional domain within of the EMS, ensuring each functional component within the EMS meet all business requirements for each functional domain as outlined in A.3-A.8.

As part of the Project Plan development process, the Contractor and the State shall collaborate in order to complete a needs assessment to determine reporting needs and a plan for implementation of reporting functions during the Term of the Contract.

The State shall define development feature priorities at the beginning of the Contract and shall assist the Contractor in identifying updates to the Project Plan. After these priorities and updates have been identified, the Contractor shall take ownership of the Project Plan, make the necessary updates, and submit to the State for final review and approval. Upon the State's approval, the Contractor shall assume ongoing maintenance and development responsibilities for the Project Plan in coordination with the State as needed.

a. Mandatory inclusions in Project Plan shall include:

(1) A System Development Plan ("System Development Plan") that provides a system development timeline and work outline describing a plan for system development, launch, and training of both state and district leaders (e.g. specifically, exploration, initial development, testing, implementation phases, etc.); The System Development Plan must also provide milestones and outline associated deliverables that correspond to development of each functional domain, as well as estimated timeframes to complete each milestone or deliverable, subject to approval by the State. Quality and functional software shall correlate to milestone or deliverable completion. The System Development Plan should clearly indicate areas of responsibility for the Contractor and the State.

(2) A System Delivery Artifacts Plan ("System Delivery Artifacts Plan"). The System Delivery Artifacts Plan shall outline the method for gathering and prioritizing information and business requirements from the State, defining acceptance criteria, the backlog grooming process, estimating milestones and tasks, provide sample burndown/velocity reports, sprint phase roadmaps. As part of this plan, the Contractor shall outline the proposed development methodology that must be used throughout the product development lifecycle, subject to approval by the State. The plan shall serve as the working agreement for how the combined Contractor and State teams shall develop and plan requirements.

(3) A System Development Processes and Procedures Plan that shall define processes and procedures that shall determine how the project milestones and deliverables shall be defined, documented, verified, managed, and controlled to ensure that all updates are escalated appropriately and addressed in a timely manner. As part of this plan, the Contractor shall provide documentation supporting the following areas:

i. Support process that demonstrate Contractor and State ability to gain technical support for system and subsystems that support the EMS.
ii. Illustrate and describe the applications software development lifecycle.
iii. Staffing support model and geographical locations.
iv. Communicating technical incident problems.
v. Product release cycle communication and supporting documentation.

(4) A Communications Management Plan ("Communications Management Plan") which describes how project communications are planned, structured, monitored, and controlled. In this plan, the Contractor shall establish methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, and timing for dissemination of materials. The Contractor shall also define the approach by which the State and Contractor manage communications for their projects, subject to approval by the State. This plan shall also include a proposed state and external user training schedule, subject to approval by the State, as well as the names and title of key implementation staff.

(5) A Training and User Support Plan ("Training and User Support Plan") which describes how the Contractor intends to train and build the capacity of State and LEA users in utilizing the EMS. This plan shall identify the proposed timelines and delivery models for training, as well as describe how the Contractor plans to differentiate training for various user audiences. The Training and User Support Plan must also include proposed format, contents, and delivery timeline for User Guides and other support resources that will be made available to EMS users throughout the contract period. Training materials and User Guides shall be submitted to the State for review and approval prior to their release.

(6) A Risk Analysis and Management Plan ("Risk Analysis and Management Plan"), which defines processes and procedures to ensure that important risks are monitored, have a corresponding mitigation strategy, are monitored for escalation to Contractor and State leadership, and are resolved. This plan shall show both the State and Contractor's respective responsibilities and planned activities regarding project risk. It must cover the following topics:

i. Risk identification: The Contractor shall work with the State to identify potential project risks, their probability, and impact to the overall project.
ii. Risk response: The Contractor shall work with the State to develop options and actions to enhance opportunities and to reduce threats to project objectives.

(7) An Issue Management Plan ("Issue Management Plan"), which defines issue escalation processes and procedures to ensure that critical issues are escalated appropriately and resolved in a timely manner, as defined by the "Service Availability Objectives" set out in Section A.16.

(8) A Quality Management Plan ("Quality Management Plan"), which describes quality policies and procedures for project deliverables and project processes and to ensure continuous improvement, including the requirements found in section A.3-A.8.

(9) A Configuration Management Plan ("Configuration Management Plan"), which defines processes and procedures to ensure all materials developed during the project, including training resources, workflows, and User Guides, can be tracked and identified throughout the project lifecycle.

(10) A Change Management Plan ("Change Management Plan"), which defines processes and procedures to manage and control changes to the EMS including scope changes, code changes, enhancements, and bugs.

(11) The Contractor shall create and deliver a Resource Management Plan ("Resource Management Plan"), which describes how the Contractor will organize, deploy, and administer their project personnel, and replace key personnel with qualified replacements if needed (e.g. in the event of an illness). An organizational chart with individuals identified by name and title shall be maintained in the plan. Replacements of key personnel shall be subject to State approval.

(12) The Contractor shall create and deliver an Initial Transition Management Plan ("Transition Management Plan"), which describes how the Contractor will facilitate the seamless transition of the EMS from the current vendor to the Contractor, if applicable. This plan shall include all essential transition steps and identify the responsible party.

b. All Project Plan materials specified in Section A.13.a.1-A.13.a.12 shall be recorded and delivered in a system and format proposed by the Contractor and approved by the State. Both the State and the Contractor shall have access to and the ability to track all dates, products, and tasks included in the Project Plan. All Project Plan materials specified in Section A.13.a.1-A.13.a.12 and any related or supporting materials shall be considered delivered and final after written notification and approval is given to the Contractor via email or other electronic methods determined by the State and agreed to by the Contractor.

A.14. The Contractor shall execute on the approved Project Plans and, at minimum, shall perform the following activities related to project and product management:

a. Development of all project management reports in accordance with all plans in Section A.13.a.1-A.13. a.12. in a manner proposed by the Contractor and approved by the State.
b. Provision of project status reports containing the elements and, in the format, specified or approved by State throughout the Contract Term. Regular Project status reports shall be produced by the Contractor and provided to the State on a timeline and frequency agreed upon by the State and the Contractor. The project status reports shall address risks and issues, and track progress against expected milestones and deadlines throughout the entire development of the EMS. Project status reports shall detail, at a minimum completed, usable, functional software that is ready for release as well as listing the next month's development efforts, any issues or challenges in development efforts and proposed solutions, any required maintenance and EMS software updates, and any required adjustments to the Project Plan based on development efforts. Any suggested adjustments to the Project Plan or any sub-plans therein must be submitted in writing and approved by the State prior to being finalized.
c. Lead and participate in all status meetings with the project team as outlined in the approved Project Plan and as requested by the State. Status meetings should occur at least every month, and the Contractor and State shall agree upon exact frequency of status meetings prior to Project Plan approval. Regular status meetings shall be scheduled with proposed agendas or meeting content submitted to the State prior to the meeting at a

timeframe agreed upon in approved plans from Section A.13a.1-A.13.a.12. During the status meeting, the Contractor shall review the project schedule with the State representatives present and discuss progress made against the State-approved project schedule's projected dates since the last meeting, any risks or issues impacting the projects schedule's scope, cost and deliverables, and risk mitigation approaches. This status report shall include detailed progress and variance reports.

d. The Contractor shall schedule and lead an initial meeting between the State and Contractor within 15 business days of the Contract Effective Date. The requirements of this meeting include:
   (1) The Contractor and State shall agree upon a date and format for the initial meeting that is mutually agreeable.
   (2) The Contractor shall be responsible for proposing the agenda and list of attendees and shall be responsible for developing the materials for the meeting. The agenda shall include discussion around the proposed initial Project Plan, and the State will be responsible for approving the agenda and list of attendees.
e. Lead action item tracking, risk and issue identification, and collaborate with the State in driving decisions, risk mitigation, and issue resolution.
f. Track progress against the approved System Delivery Artifacts and System Development Plans and report any deviations to the EMS as per agreed upon frequency in the Project Plan. At the State's discretion, the Contractor shall develop recovery plans to address major deviations. Recovery plans must include the tasks, timing, and named resources for each task needed to bring the project back on track with the approved project schedule. All recovery plans shall be approved by the State, at the State's discretion, before the plans are implemented and finalized.

A.15.

The Contractor shall provide ongoing maintenance for the EMS and support for EMS users by utilizing, at minimum, the approved Project Plan deliverables as outlined in A.13.a.1-A.13.a.12. Maintenance includes work required to ensure the EMS and all of its functionality is operating correctly for users, which necessitates timely responses to user support requests, identifying bugs and other EMS issues requiring patches, and making all necessary updates to code in order to ensure the effective operation of all EMS components.

The Contractor, at minimum, shall perform the following activities related to annual maintenance and support:

a. Assign, at minimum, a product manager to manage the EMS and to serve as a point of contact between the State and the Contractor. The product manager shall meet with representatives of the State throughout the Contract Term on a mutually agreed upon timeline, as well as upon request by the State.
b. Provide training upon launch of the EMS to State and LEA users, based on approved timelines and delivery models outlined in the Contractor's Training and User Support Plan from Section A.13.a.5. The Contractor shall also develop User Guides for the EMS as outlined in the Contractor's Training and User Support Plan from Section A.13.a.5. User Guides must be updated at least annually, or upon request by the State.
c. Maintain a current data dictionary, in a format proposed by the Contractor and approved by the State, that outlines all definitions, data elements, business rules, data sources, calculations, transformations, and quality assurance processes used in generating the information and displays found within the EMS. The data dictionary and supporting documentation must be developed in consultation with the State. This data dictionary shall be updated by the Contractor at least annually, and as necessary to reflect changes made by the State or proposed by the Contractor and approved by the State. The definitions, data elements, business rules, and calculations shall be revised as necessary to accommodate any changes in state or federal law as well as changes made within State policy. The data dictionary shall be compatible with the State's data catalogue and data management systems. The Contractor shall also provide a simplified version of this comprehensive resource, a simplified data dictionary/glossary, and an accompanying FAQ for understanding the EMS for target audiences.

d. Provide maintenance processes and plans that support users and technical systems of the EMS. Should any new development to the EMS result in updated workflows or business requirements, the Contractor shall provide copies for State approval of the updated workflows for State approval annually. Maintenance includes work required to ensure the EMS and its functionality is operating correctly for users, timely response to support requests identifying bugs and other issues requiring patches, and updates to code required to ensure the effective operation of all EMS solution components within any updates and changes to business rules or development of new system components developed during the Term of this Contract.

e. Maintenance and development activities conducted by the Contractor, as well as user actions within the EMS, shall be auditable. The Contractor shall provide monthly records of any authorized or unauthorized changes and any user activities and their timestamps within the EMS or respond to specific requests for these records within two (2) business days upon State request. Additionally, all business rules shall be available and sharable upon request by the State once executed according to the agreed upon milestones and timeline set by the Contractor and State within the Project Plan.

f. The Contractor shall provide support for users via phone throughout the year, at a minimum, during Business Hours, which are defined as 7:00 A.M. to 5:00 P.M. Central Time, Monday through Friday, excluding State holidays. The Contractor shall also provide an emergency on-call contact number available 24x7, excluding State holidays.

g. ***Service Level Objectives (SLOs) Plan***

The Contractor shall provide a finalized Service Level Objectives (SLOs) plan that defines levels of the system performance, system availability, and availability of support that shall be provided for the platform. This SLOs plan must be submitted for approval by the State by the date of Project Plan submission, as outlined in A.12. The SLOs plan shall outline, subject to approval by the State: 1) Incident levels and definitions, 2) Service levels associated with each incident level, 3) Incident communications plans, 4) Defined maintenance windows that the Contractor shall use for updates/releases. During performance of the Contract, the Contractor shall provide quarterly and yearly reporting against metrics defined within the service level plan to ensure adherence. Failure to meet objectives within the service level plan may result in assessment of liquidated damages, as outlined in E.17. and Attachment B.

At minimum, the SLOs plan provided by the Contractor and submitted for approval by the State shall ensure the following levels of system performance, system availability, and availability of support:

Service Availability

a. *Contractor shall provide an Educator Management System with software that sustains 99.95% uptime, excluding planned maintenance windows as defined in the service level plan.*
b. *The Contractor shall implement systems and processes to ensure the availability of the online solution occurs in a manner consistent with service level agreements associated with this service.*

Incident Level Definitions: The below table outlines anticipated incident levels and associated service levels.

Severity	Definition	Expected Contractor Response
1	Critical business impact: The State's business has significant loss or degradation of services. Work cannot continue without immediate intervention For Severity 1 support, requests will be initiated	First call response in 15-20 minutes or less. Continuous effort all day, every day.

	via phone call. Contractor shall have an "on-call" support number that is staffed/monitored 24x7.	
2	High business impact: The State's business has a significant loss or degradation of services but work can continue for a limited time in an impaired manner. Needs attention within 2 business hours.	First call response within 2 hours or less. Continuous effort unless State opts-out of required support.
3	Moderate business impact: The State's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	Initial Response within 4-8 business hours of case creation. Continuous effort within business hours; resolve if possible within 2 business days.
4	Minimum business impact: The State's business is substantially functioning with minor or no impediments of services. Needs attention within 1 business day.	First call response in 1 busines day. Effort during business hours only*.

**Business Hours are defined as 7:00 A.M. to 5:00 P.M. Central Time, Monday through Friday excluding State holidays.*

A.16. The Contractor shall create and deliver a Final Transition Management Plan ("Final Transition Management Plan"), which describes how the Contractor will facilitate the seamless transition from the Contractor to the State or any future vendor, at the State's discretion. This plan shall include all essential transition steps and identify the responsible party. This plan shall be submitted to the State a minimum of 60 days prior to the end of the Contract Term.

A.17. Transitions of deliverables and continuity of services: In the event that the State transitions part or all services provided under this Contract back to the State or another third-party vendor, the Contractor shall:

a. Cooperate fully with the State in providing a transition between the Contractor and existing vendors to avoid any disruption of services, requirements, or deliverables to the public, in accordance with the Transition Management Plan as described in Section A.12.a.12 and approved by the State.
b. Transition activities, to be provided at no additional cost to the State, include, but are not limited to:
   (1) Creating and providing the State with a work plan for all transition activities
   (2) Transfer of all State Data to the State and/or other State third party vendor, as well as comprehensive data dictionaries, on the timeline determined by the State.
   (3) Provision of workflow documentation to the State and/or other State third party vendor
c. Cooperate fully with State and any future vendor designated by the State to transition to a potential new vendor for the EMS, in accordance with the Final Transition Management Plan as described in Section A.14 and approved by the State.
d. Recommend and execute a plan for testing accuracy of data transferred and/or converted for upload between multiple vendors' systems.

A.18. The EMS must come packaged with all necessary software components and licensing for deployment and implementation of the entire solution (e.g. database, software,

application server licensing, etc.) including one-time fees for either a Subscription License or Perpetual License as set forth in the Contractor's response to RFP #33101-2014033105FAS5.

Implementation and deployment of the EMS solution may be performed under either:

a. SaaS model granting the State a Subscription License and where the Contractor hosts the Software Solution; or
b. An install-basis model, where the State is granted Perpetual License to use the On-Premises Software.

A.19. Where applicable and where custom code is used to deliver the final EMS solution, the Contractor shall place a copy of the source code used in escrow. Source code shall be placed in escrow with an independent escrow company that is pre-approved by the State.

A.20. The Contractor shall provide application environments for the use of development, testing and production delivery of the EMS. The Contractor must provide an Educator Management System that shall run in Cloud based Service upon execution of the Contract and shall meet the technical requirements to run as agreed upon between the Contractor and the State.

a. All Contractor environments shall be Cloud based and provide ability to integrate with State applications.
b. The Contractor shall provide environment changes within 24 hours upon request which include new and modification to existing environments.
c. The Contractor environments shall provide data and access security across environments.
d. The Contractor environments shall have the ability to integrate to State systems using modern methods such as but not limited to API, data file and ETL processes.
e. The Contractor shall provide an application for an EMS that supports the following seamless integration, through modern design and architecture
    (1) Shall interface with Ed-Fi 3.1 data model standard.
    (2) Shall maintain ongoing product roadmap enhancements necessary to stay compatible with emerging Ed-Fi data model standard changes.
    (3) Shall provide application program interfacing into functional domains.
    (4) Shall provide application program interfacing supporting the extraction of data for external reporting.
    (5) Shall provide application program interface artifacts documenting the design and structure.
f. The Contractor shall provide an application for an EMS that supports Single Sign On using OAuth2 standards.
g. The Contractor's SSO capability will require the following:
    (1) Ability to authorize a user.
    (2) Ability to authenticate a user.
    (3) Ability for the State to manage user access and approval.
    (4) Ability for the State to manage and control security role setup.
    (5) Ability to provide the State with audit logs of user access.
h. The Contractor shall provide application environments for the use of development, testing and production delivery of application.
i. The Contractor shall provide overview of how proposed EMS Solution can run in Cloud based Service, IaaS upon execution of the Contract and shall meet the technical requirements to run on the Cloud Service platform as defined by the Cloud Service provider.
j. The Contractor shall provide environment changes within 24 hours upon request which include new and modification to existing environments.
k. The Contractor environments shall provide data and access security across environments.
l. The Contractor environments will have the ability to integrate to State systems using modern methods such as but not limited to API, data file and ETL processes.
m. The Contractor shall provide an application for an EMS that supports the following seamless integration, through modern design and architecture.

n. The Contractor shall provide a user-friendly visual library for the EMS, including the style guide, icons, colors, and indicators used across the application to define objects and actions, including but not limited to wait indicators, processing indicators, success indicators, action needed indicators, failure, and error messages, at minimum, as described in Contractor's response to RFP #33101-2014033105FAS5. Upon approval from the State, the Contractor shall ensure the EMS' user interface and visual display aligns with all aspects of the visual library as described in Contractor's response to RFP #33101-2014033105FAS5.

A.21. The Contractor shall provide a software solution for an EMS that provides ability for the State to extend functionality of the base application without modifications to core application code.

A.22. The Contractor shall provide, on at least an annual basis, a research and development roadmap that outlines any planned research and development activities that may result in improvements to the functionality of the EMS.

a. The Contractor shall provide a process in which external users may participate in product research and development roadmap development.
b. The Contractor shall provide notice to the State, in writing, of any updates to the EMS research and development roadmap.
c. Research, development, and any resulting improvements to the EMS should occur at no additional cost to the State, unless agreed upon and written into the Project Plan.

A.23. Data Ownership: All data, information and metadata collected by the State, furnished by the State to the Contractor, or collected by the Contractor in the course of the performance of work under this Contract shall be and remain the property of the State, and Contractor shall neither have nor acquire any rights, title, interest or licenses therein by virtue of this Contract, excepting only a limited license to use the data for purposes reasonably required for the performance of duties under this Contract and subject to confidentiality requirements with respect to the data.

A.24. Data Conversion:

If applicable:

a. The Contractor will convert the required data from all legacy Educator Management Systems and other relevant systems used by the State. The State will assist the Contractor in this effort by participating in a requirements validation process, design reviews, testing, and by making changes in the current databases to improve data quality, as identified by data conversion testing.
b. The Contractor has the responsibility of identification of data problems in the current data and will produce exception reports so that problems can be addressed during the data conversion process.
c. The Contractor must provide on-site support for the State technical staff to include existing data conversion, loading of data into database, and correcting software-related data issues Monday-Friday, 7:00 AM – 5:00 PMCST, excluding State holidays.

A.25. Data Integration:

a. The Contractor shall provide secure data integration processing capabilities that will allow for the EMS to integrate any data held within future State data systems within 21 calendar days of notification by the State unless an alternate date is approved by the State)

A.26. Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.

A.27. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

(1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;

(2) the specific effort involved in completing the change(s);

(3) the expected schedule for completing the change(s);

(4) the maximum number of person hours required for the change(s); and

(5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.28. 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.29. 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:

B.1. This Contract shall be effective on DATE ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of seventy-two (72) months.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of seventy-two (72) months.

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 ($Number) ("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)
Delivery of Project Plan, which includes: System Development, Delivery Artifacts, Development Processes and Procedures, Communications Management, Training and User Support, Risk Analysis and Management, Issue management, Quality management, Configuration Management, Change management, Resource management, and Transition management, plans (as described in Pro Forma Contract Section A. 13.a.1-A.13.a.12);	$ NUMBER /each
Educator Licensure and Educator Preparation Provider and Program Review and Approval Domains complete; A.3-A.4	$ NUMBER /each
Educator Evaluation Domain Complete; A.3., A.5.	$ NUMBER /each
Educator Licensure, Educator Preparation Provider and Program Review & Educator Evaluation Data Integration; A.3-A.5, A.8., A.20., A.24.-A.25.	$ NUMBER /each
Leadership Development Domain Complete: A.3., A.6.	$ NUMBER /each
Years of Experience, Staffing Assignment, and Salary Scheduling Domain Complete: A.3., A.7	$ NUMBER /each
Successful Data Integration of All Functional Domains, including development of reporting and data analytics functions and modifications required to meet required functionality A.3.-A.8, A.20., A.24.-A.25.	$ NUMBER /each
Annual Maintenance, Project & Product Management, & Support—Year 1 of Contract Term; A.14-A.15.	$ NUMBER / year
Annual Maintenance, Project & Product Management, & Support—Year 2 of Contract Term; A.14-A.15.	$ NUMBER / year
Annual Maintenance, Project & Product Management, & Support—Year 3 of Contract Term; A.14-A.15.	$ NUMBER / year
Annual Maintenance, Project & Product Management, & Support—Year 4 of Contract Term; A.14-A.15.	$ NUMBER / year
Annual Maintenance, Project & Product Management, & Support—Year 5 of Contract Term; A.14-A.15.	$ NUMBER / year
Annual Maintenance, Project & Product Management, & Support—Year 6 of Contract Term; A.14-A.15.	$ NUMBER / year
One-Time Perpetual License Fee or Subscription License Fee; A.18.	$ NUMBER /per perpetual or subscription license fee

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.27. without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.27., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.2., through A.25.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Professional Services for Contractor Personnel; A.27.	$ NUMBER /per hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

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:

Ben Gagne-Maynard
Tennessee Department of Education
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243
(615) 917-2817
Ben.Gagne-Maynard@tn.gov

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: Department of Education, Office of Human Capital;
(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:

Ben Gagne-Maynard
Director of Special Projects, Office of Human Capital
Tennessee Department of Education
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243

(615) 917-2817

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the

State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on

the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

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

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A;
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. Professional Liability Insurance

i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

   1. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

   2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

   3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

ii. Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP # 33101-2014033105FAS5 (Attachment 6.2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.3. State 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. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.6. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The

Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to

accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 8 Hours

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.9. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

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

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

E.10. 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.11. 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.

E.12. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to

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

E.13. 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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

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.

E.14. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

E.15. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.16. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.17. Liquidated Damages. If any of the events or service interruptions outlined in Attachment B occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages").

The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Attachment B

Liquidated Damages Table

Liquidated Damages Event	Liquidated Damages Amount	Estimation Method
1. Failure to meet all RFP requirements as specified herein and any included in Contractor's proposal that later were found to be lacking, incorrect, or requiring customization to the system not previously identified.	Ten Thousand Dollars ($10,000) per occurrence, plus One Thousand Dollars ($1,000) per day, until resolved.	The State has determined, due to mandatory nature of these requirements, that $10,000 per each failed event plus $1,000 per day until resolved is the most appropriate amount for the estimate of Liquidated Damages.
2. Contractor's failure to submit Project Plan materials that meet all mandatory Project Plan criteria, as specified in A.13.	One Thousand Dollars ($1,000) per day, until resolved.	The State has determined, due to mandatory nature of these requirements, that $1,000 per day until resolved is the most appropriate amount for the estimate of Liquidated Damages.
3. Contractor's failure to submit all required Project Plan materials to the State, as specified in A.13., within 60 calendar days of the Contract start date, unless otherwise approved, in writing, by the State.	≥ 60 calendar days after the Contract start date = One Thousand Dollars ($1,000) per day, until resolved.	The State has determined, due to mandatory nature of these requirements, that a liquidated damages amount of $1,000 per day shall be assessed if submission of Project Plan materials to the State occurs more than 60 calendar days after the Contract start date, unless otherwise approved, in writing, by the State.
4. Contractor's failure to meet milestone dates set within the approved Project Plan and associated deliverables, as specified in A.13.	Milestone met 8-14 calendar days beyond the milestone date as listed in the approved Project Plan = One Thousand Dollars ($1,000) per day, per milestone, until resolved. Milestone met ≥ 15 calendar days beyond the milestone date as listed in the approved Project Plan = Two Thousand Dollars ($2,000) per day, per milestone, until resolved.	The State has determined, due to mandatory nature of these requirements and the critical project phase that each milestone represents, that a liquidated damages amount of $1,000 per day, per milestone, shall be assessed if the Contractor fails to meet Project Plan milestones within 7 days of the dates set within the approved Project Plan and associated deliverables. Due to the severity of the delay, the State has determined that a liquidated damages amount of $2,000 per day, per milestone, shall be assessed if the Contractor fails to meet Project Plan milestones within 15 or more days of the dates set within the approved Project Plan and associated deliverables.

5. Contractor's failure to meet all requirements related to project and product management as specified in A.14.	One Thousand Dollars ($1,000) per occurrence, plus Five Hundred Dollars ($500) per day, until resolved.	The State has determined, due to mandatory nature of these requirements, that $1,000 per each failed event, plus $500 per day, until resolved is the most appropriate amount for the estimate of Liquidated Damages.
6.. Contractor's failure to ensure that for 95% of all incidents affecting system up-time and availability, as measured annually, all defined service level response times for the defined criticality are met, as outlined in A.15.g. In the 5% of incidents where service level response times are not met, as measured annually, Contractor's failure to ensure that service levels fall no lower than one level below the service level at which the incident was started, as outlined in A.15.g.	Measured yearly, for each whole percentage point below Metric thresholds, liquidated damages amount is $3,000. Measured yearly, for each instance in which the Contractor fails to ensure that service levels fall no lower than one level below the service level at which the incident was started, liquidated damages amount is $3,000.	The State has determined, due to the critical impact that incidents affecting system up-time and availability can have on both user satisfaction and State operations, that $3,000 is the most appropriate amount for the estimate of Liquidated Damages for this event. $3,000 represents approximately 1% of the historical annual maintenance & support costs that have been paid to vendors in order to deliver an Educator Management System.
7. Contractor's failure to ensure that the Educator Management System's availability threshold remains at 99.95% or higher, as measured monthly. See A.15.g. for the State's SLOs Plan requirements.	Measured monthly and assessed annually as needed, for each .05% below the availability threshold of 99.95%, liquidated damage amount is $3,000 x number of months missed in a Contract year.	The State has determined, due to the critical impact that incidents affecting system up-time and availability can have on both user satisfaction and State operations, that $3,000 is the most appropriate amount for the estimate of Liquidated Damages for this event. $3,000 represents approximately 1% of the historical annual maintenance & support costs that have been paid to vendors in order to deliver an Educator Management System.
8. When implementing any Change Order upon request from the State as outlined in A.27.: Contractor's failure to meet all expected completion dates as specified in the Contractor's written and approved Change Order proposal unless a delay in completion is otherwise approved, in writing, by the State.	Change Order is completed 1-5 calendar days beyond the completion date as listed in the approved Change Order proposal = Five Hundred Dollars ($500) per day, until resolved. Change Order is completed ≥ 6 calendar days beyond the completion date as	The State has determined, due to the critical and often urgent nature of Change Order requests, that a liquidated damages amount of $500 per day shall be assessed if the Contractor fails to meet all expected completion dates specified in the Contractor's written and approved Change Order proposal unless a delay in completion is otherwise approved, in writing, by the State. within 1-5 days of the dates set within the approved

	listed in the approved Change Order proposal = One Thousand Dollars ($1,000) per day, until resolved.	Project Plan and associated deliverables. Further, due to the severity and potential impact of the delay, the State has determined that a liquidated damages amount of $1,000 per day shall be assessed if the Contractor fails to meet all completion dates specified in the Contractor's written and approved Change Order proposal unless a delay in completion is otherwise approved, in writing, by the State, within 6 or more days of the completion dates set within the approved Project Plan and associated deliverables.