STATE OF TENNESSEE
DEPARTMENT OF EDUCATION

REQUEST FOR PROPOSALS
FOR
INTERACTIVE ONLINE PUBLIC REPORTING PLATFORM

RFP # 33101-2102233111FAS2

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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 seeks to secure a contractor to design and develop an interactive online public reporting platform and associated training resources for school and district accountability, report cards, and supporting resources. The platform shall include state-, district-, school-level, summary, and comparative reports, generated by the Contractor from data provided by the State, regarding public reporting and the production of an annual report card and with end users (parents, schools, and community members) in mind. The high-level goals of the public reporting platform and associated training resources are to provide on-time, clear, accurate, and useful information to the public stakeholders while satisfying federal and state requirements.

Key criteria of the platform include:

1. The platform shall provide relevant and clear information to users, with easy access to data and explanations for clear understanding each of its metrics and displays.
2. The platform shall be able to integrate various State-approved data streams, must be able to perform any data manipulations, calculations, and visualizations that are requested by the State, and should have strong enough content management to allow for additions of new data, metrics, calculations, visualizations, or displays in future years.
3. The platform shall be self-explanatory and have intuitive access to more supplemental explanatory data and resources which will be embedded into the platform, allow for simple downloading of content in usable formats, and have the ability to integrate with current or future State resources. As available, these resources should undergo user testing with the appropriate stakeholder audience.
4. The State shall be able to maintain, edit, and expand the platform independent of the Contractor and shall not have future ongoing licensing costs. The ease of the ability of the State to manage changes to display, content, and data sources is key to this procurement.
5. The platform must be designed so that it can be easily updated to accommodate changes in accountability systems, stakeholder needs, and/or the State’s strategic plan and initiatives.
6. The platform and its component user interface (“UI”) parts shall be able to operate as a stand-alone system or be embedded in a single user interface and integrated with other state systems, particularly Best for All Central (“BFAC”).

1.1.2 The Department of Education estimates the maximum liability to be $2,000,000.00 for an initial term of two years with three one-year renewal options.

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 must 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 # 33101-2102233111FAS2

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, Sourcing Account Specialist
Department of General Services
Central Procurement Office
312 Rosa Parks Avenue
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, Procurement Compliance Officer
Central Procurement Officer
312 Rosa L. Parks Avenue
Tennessee Tower, 3rd Floor
Nashville, TN 37243
(615) 741-3836
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. Actual or digital “postmarking” of a communication or response to the State by a specified deadline is not a substitute for the State’s actual receipt of a communication or response.

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:

December 3, 2021 10:00am CST – 11:00pm CST

Using Microsoft Teams: [Click here to join the meeting](#)

or call in (audio only): +1 629-209-4396,,526163244#

Phone Conference ID: 526 163 244#

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.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME (central time zone)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td></td>
<td>November 24, 2021</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>December 2, 2021</td>
</tr>
<tr>
<td>3. Pre-response Conference</td>
<td></td>
<td>December 3, 2021</td>
</tr>
<tr>
<td>4. Notice of Intent to Respond Deadline</td>
<td>2:00 p.m.</td>
<td>December 6, 2021</td>
</tr>
<tr>
<td>5. Written “Questions &amp; Comments” Deadline</td>
<td>2:00 p.m.</td>
<td>December 13, 2021</td>
</tr>
<tr>
<td>6. State Response to Written “Questions &amp; Comments”</td>
<td></td>
<td>December 29, 2021</td>
</tr>
<tr>
<td>7. Response Deadline</td>
<td>2:00 p.m.</td>
<td>January 18, 2022</td>
</tr>
<tr>
<td>8. State Completion of Technical Response Evaluations</td>
<td></td>
<td>January 28, 2022</td>
</tr>
<tr>
<td>10. Respondent Oral Presentation</td>
<td>8:30 a.m. to 4:30 p.m.</td>
<td>February 7 - 11, 2022</td>
</tr>
<tr>
<td>11. State Opening &amp; Scoring of Cost Proposals</td>
<td>9:00 a.m.</td>
<td>February 14, 2022</td>
</tr>
<tr>
<td>12. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection</td>
<td></td>
<td>February 22, 2022</td>
</tr>
<tr>
<td>13. End of Open File Period</td>
<td></td>
<td>March 1, 2022</td>
</tr>
<tr>
<td>15. Contractor Signature Deadline</td>
<td>2:00 p.m.</td>
<td>March 8, 2022</td>
</tr>
<tr>
<td>16. Contract Award/Effective Date</td>
<td></td>
<td>March 11, 2022</td>
</tr>
</tbody>
</table>

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 response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8½” x 11” pages (although oversize exhibits are permissible) and use a 12 point font for text. 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.


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 in a sealed package separate 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 original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.

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

2.1.1.1. Digital Media Submission

2.1.1.1.1. 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 #33101-2102233111FAS2 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 #33101-2102233111FAS2 TECHNICAL RESPONSE COPY”

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

2.1.1.1.2. 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 #33101-2102233111FAS2 COST PROPOSAL”

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

2.1.1.2. E-Mail Submission

2.1.1.2.1. 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 #33101-2102233111FAS2 TECHNICAL RESPONSE”

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

2.1.1.2.2. 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 #33101-2102233111FAS2 COST PROPOSAL”

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

2.1.2. 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:

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

“DO NOT OPEN... RFP # 33101-2102233111FAS2 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 33101-2102233111FAS2 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

2.1.2.3. 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 # 33101-2102233111FAS2 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

2.1.2.4. 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, Sourcing Account Specialist
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 not 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.

Notwithstanding the above, *pro forma* Contract section A.9. provides for limited service “change orders” without a formal Contract Amendment upon the documented mutual agreement by the Parties.

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.

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualifications &amp; Experience (refer to RFP Attachment 6.2., Section B)</td>
<td>10</td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Approach (refer to RFP Attachment 6.2., Section C)</td>
<td>55</td>
</tr>
<tr>
<td>Cost Proposal (refer to RFP Attachment 6.3.)</td>
<td>35</td>
</tr>
</tbody>
</table>

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 eight (8) ranked Respondents to make an Oral Presentation. The ranking will be determined after the Technical Response Section B score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.)

5.2.1.5.1. The Oral Presentation are mandatory. The Solicitation Coordinator will schedule Respondent Presentation 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 Presentations 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 demonstrate, explain, and clarify their responses and evidence 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 Section C (Technical Qualifications, Experience & Approach) of the Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during Oral Presentations. Evaluators may adjust Respondents’ Technical Response Section C scores based on Oral Presentations.

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

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 not meet the responsive and responsible thresholds such that the team would not 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 Respondent 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. **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 # 33101-2102233111FAS2 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 must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

RESPONDENT LEGAL ENTITY NAME:

RFP # 33101-2102233111FAS2
**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.

<table>
<thead>
<tr>
<th>RESPONDENT LEGAL ENTITY NAME:</th>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A—Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.</td>
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<td>The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., et. seq.).</td>
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<td>The Technical Response must NOT contain cost or pricing information of any type.</td>
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<td>The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.</td>
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<td>A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).</td>
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<td></td>
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<td></td>
<td>A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).</td>
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</tr>
<tr>
<td>A.1.</td>
<td></td>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>A.2.</td>
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<td></td>
<td>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.</td>
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<td>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.</td>
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<tr>
<td>A.3.</td>
<td></td>
<td></td>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>B.1.</td>
<td>Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.</td>
</tr>
<tr>
<td></td>
<td>B.2.</td>
<td>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).</td>
</tr>
<tr>
<td></td>
<td>B.3.</td>
<td>Detail the number of years the Respondent has been in business.</td>
</tr>
<tr>
<td></td>
<td>B.4.</td>
<td>Briefly describe how long the Respondent has been providing the goods or services required by this RFP.</td>
</tr>
<tr>
<td></td>
<td>B.5.</td>
<td>Describe the Respondent's number of employees, client base, and location of offices.</td>
</tr>
<tr>
<td></td>
<td>B.6.</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>B.7.</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>B.8.</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>B.9.</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>B.10.</td>
<td>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 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.</td>
</tr>
<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
<td>Section B—General Qualifications &amp; Experience Items</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>B.11.</td>
<td></td>
<td>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.).</td>
</tr>
<tr>
<td>B.12.</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>B.13.</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>B.14.</td>
<td></td>
<td>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; and (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.</td>
</tr>
<tr>
<td>B.15.</td>
<td></td>
<td>Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) Business Strategy. 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) Business Relationships. 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) Estimated Participation. 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 NOT INCLUDE DOLLAR AMOUNTS); 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.</td>
</tr>
</tbody>
</table>
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. These references should correspond with the required demonstration of experience in Section C.

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 follow the process below.

(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;
   (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
RFP ATTACHMENT 6.2. — SECTION B (continued)

**RESPONDENT LEGAL ENTITY NAME:**

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(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).</td>
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<tr>
<td></td>
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<td>(d) Do NOT open the sealed references upon receipt.</td>
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<td>(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</td>
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<td></td>
<td><strong>E-mail:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) E-mail the reference with a copy of the standard reference questionnaire.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) Instruct the reference to:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) complete the reference questionnaire;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) sign and date the completed reference questionnaire;</td>
</tr>
</tbody>
</table>
|                                       |           | (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 # 33101-2102233111FAS2."

**NOTES:**

- The State will not accept late references or references submitted by any means other than that which is 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 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.

**SCORE (for all Section B—Qualifications & Experience Items above):**

(maximum possible score = 10)
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Use – Evaluator Identification:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RESPONDENT LEGAL ENTITY NAME:**
## 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:

- \( 0 = \text{little value} \)
- \( 1 = \text{poor} \)
- \( 2 = \text{fair} \)
- \( 3 = \text{satisfactory} \)
- \( 4 = \text{good} \)
- \( 5 = \text{excellent} \)

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.

<table>
<thead>
<tr>
<th>RESPONDENT LEGAL ENTITY NAME:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section C—Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C.1</strong> Project Management Experience</td>
<td>Provide evidence of at least one successful project involving management of a publicly accessible web product as challenging or more challenging as the Report Card with a development timeline of one or less years. Evidence from the previously successful program(s) should include the documentation, systems, staffing, timetables, processes, metrics, reports, and/or tools used for that project—annotated to best illustrate the expectations outlined in Section A.4. of the Pro Forma Contract—a brief (&lt;200 words) narrative comparing the challenging nature of the previous product and the Report Card, access to the product (or demo account), and a signed letter of recommendation from the Client of the previous program, certifying the Respondent’s project management and satisfaction with the product. Strong responses include annotations that explicitly connect the evidence to the relevant requirements of the Pro Forma Contract and proposed modifications to the Respondent's project management of the previously successful program(s) that would be made to better meet the needs of the State as the respondent.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C.2</strong> Program Management Experience and Proposal</td>
<td>Provide evidence of at least one successful program managed as challenging or more challenging as the Report Card and Accountability annual maintenance with a timeline of one or more years. Annotate the evidence to propose how the program management would be modified to align to the needs of the Contract, as the Respondent understands it. Evidence from the previously successful program(s) should include the documentation, systems, staffing, timetables, processes, metrics, reports, and/or tools used for that program—annotated to best illustrate the expectations</td>
<td>11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section C — Technical Qualifications, Experience & Approach Items

<table>
<thead>
<tr>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
</table>

**C.3 Front-end Design Proposal**

Provide a demonstration of the Respondent's proposal for the design and functionality of the Report Card for the Target Audiences defined in the Pro Forma Contract. This demonstration should illustrate the experiences of using the Report Card and updating the displays with new functionality.

At a minimum, include user stories for each of the Target Audience groups: families and LEA/school personnel (for the experience of using the Report Card) and State personnel (for the updating and modification of Report Card components).

Acceptable evidence of the front-end shall include functioning links to active websites that respond to these requirements, staging/live demo sites, mock-ups, active widgets, high-fidelity designs, demonstrations, or high-quality wireframing illustrating the Respondent's understanding of the State's Report Card and accountability design requirements as found in Sections A.5. and A.6. of the Pro Forma Contract.

Where proposed functionality is not available for live or interactive demonstration (e.g. wireframing), provide evidence of that same functionality successfully implemented in a previous project and any needed annotations.
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Include the open-domain or commercially available software intended to be used to develop the code.</td>
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<tr>
<td>This item is intended to showcase the front-end design expertise of the Respondent and highlight any tools and systems used. Strong responses include annotations that explicitly connect the evidence to meeting or exceeding relevant requirements from the Pro Forma Contract.</td>
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<tr>
<td><strong>User Design and Testing Process Experience</strong></td>
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<tr>
<td>Provide evidence that illustrates the Respondent’s understanding of human-centered design, including the use of User Feedback, User Testing, and Focus Groups as understood from the description in Section A.7. of the Pro Forma Contract, and also provide annotated examples of and reports from previous implementations of application testing used to evaluate and respond to product and data quality.</td>
<td></td>
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<tr>
<td><strong>Acceptable Evidence:</strong> Provide documentation from Agile iterations, feedback notes, schedules, user data or artifacts, metrics, or protocols from User Feedback, User Testing and Focus Groups that demonstrate the Respondent’s effective implementation of User Feedback, Testing, and Focus Groups. Strong responses include annotations that explicitly connect the evidence to the relevant requirements of the Pro Forma Contract, proposed modifications that would be made to better meet the needs of the State, and/or letters of recommendation from the client of the provided example attesting to their satisfaction with the design process and the application testing provided.</td>
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<tr>
<td><strong>Training and Documentation Experience</strong></td>
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<tr>
<td>Provide at least two examples of Training Resources and Materials previously created by the Respondent that demonstrate the Respondent’s ability to produce the resources and materials found in section A.8.a-c of the Pro Forma Contract.</td>
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<td>It is preferred that one of the examples should address the intent of each of the Sections A.8.a.(1), A.8.b., and A.8.c. in the Pro Forma Contract, as the Respondent understands them. Any additional evidence provided from Section A.8.d of the Pro Forma Contract must be annotated to support evaluators understand the how the resource meets or exceeds the purpose of the documentation as the Respondent understands it. Strong responses include annotations that explicitly connect the evidence to the relevant requirements of the Pro Forma Contract, proposed modifications that would be made to better meet the needs of the State, and/or letters of</td>
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<tr>
<td>Response Page #</td>
<td>Item Ref.</td>
<td>Section C—Technical Qualifications, Experience &amp; Approach Items</td>
<td>Item Score</td>
<td>Evaluation Factor</td>
<td>Raw Weighted Score</td>
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<tr>
<td>(Respondent completes)</td>
<td></td>
<td>recommendation from the client of the provided example attesting to their satisfaction with the training and documentation.</td>
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<tr>
<td>C.6</td>
<td></td>
<td>Data Management Experience&lt;br&gt;Provide evidence from at least one successful back-end system implementation for a previous client of a data management system with requirements that are as or more challenging than those outlined in the Report Card and associated accountability systems, as the Respondent understands it (especially Sections A.5.c of the Pro Forma Contract).&lt;br&gt;&lt;br&gt;Evidence should include systems, documentation, demonstrations, reports, or other relevant artifacts that demonstrate the management and maintenance of the schema, data extractions, transformations, loading mechanisms, and system performance metrics and analytics that can demonstrate the system's capacity.&lt;br&gt;&lt;br&gt;Provide a signed letter of recommendation from the Client of the previous back-end system, certifying the Respondent's satisfaction with the data management provided.&lt;br&gt;&lt;br&gt;Evidence may also include a brief (&lt;250 words) narrative comparing the challenging nature of the previous data requirements and the Report Card, access to the product (or demo account), and live demonstration.&lt;br&gt;&lt;br&gt;Strong responses include annotations that explicitly connect the evidence to the relevant requirements of the Pro Forma Contract and proposed modifications that would be made to better meet the needs of the State.&lt;br&gt;&lt;br&gt;Acceptable evidence may include examples of previous code, website, and database implementations that demonstrate the Respondent's understanding of the requirements found in Section A.5.c. of the Pro Forma Contract.&lt;br&gt;&lt;br&gt;This item is intended to showcase the back-end design expertise of the Respondent.</td>
<td>9</td>
<td></td>
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<tr>
<td>C.7</td>
<td></td>
<td>Code Quality and Security Experience&lt;br&gt;Provide annotated examples of and reports from previous implementations of penetration testing and of code quality systems and reports that demonstrate the level of security testing services and code quality. Annotate the examples with the purpose of each metric and report, and propose any modifications to systems, reports, or standards of code that would be implemented to meet the needs of the code for the Report Card, as the Respondent understands them from the Pro Forma, especially Section A.6.c-f. of the Pro Forma Contract.</td>
<td>5</td>
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<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
<td>Section C—Technical Qualifications, Experience &amp; Approach Items</td>
<td>Item Score</td>
<td>Evaluation Factor</td>
<td>Raw Weighted Score</td>
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<td></td>
<td></td>
<td>Strong responses include annotations that explicitly connect the evidence to the relevant requirements of the Pro Forma Contract, proposed modifications that would be made to better meet the needs of the State, and/or letters of recommendation from the client of the provided example attesting to their satisfaction with the penetration and security testing services provided and satisfaction with code quality. Provide statement describing how Respondent will adhere to the State’s Enterprise Information Security Policies. The State’s Enterprise Information Security Policies document is found at <a href="https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html">https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html</a> or as modified and agreed to by State. The intent of this item is to demonstrate that the Respondent understands the how to work with FERPA protected data, how the Respondent will comply with the State’s information security policies, and how the Respondent maintains high standards of code that facilitate its sustainability after the end of the Contract.</td>
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<tr>
<td></td>
<td>C.8</td>
<td>End-User Platform Experience</td>
<td>10</td>
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<td></td>
<td>Provide evidence or a narrative that the Respondent has developed to customer specification an interactive reporting platform for a public, non-technical audience similarly sized to the expected audience for Report Card, within the last three years. Evidence must include a brief, descriptive statement (&lt;300 words) and access to the reporting platform.</td>
<td>10</td>
<td></td>
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</tbody>
</table>

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.

\[
\text{Total Raw Weighted Score:} \quad \frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}} \times 55 = \text{SCORE:}
\]

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:
**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION D: ORAL PRESENTATION.** The Respondent must address Oral Presentation Items noted as REQUIRED (below), and may present on other components at the Respondent's discretion.

A Proposal Evaluation Team, made up of three or more State employees, will independently use the presentation to adjust their evaluations for Section C. Each evaluator will use the following item listed in the chart below to assist in the evaluation of the Technical Proposal.

**SECTION D: ORAL PRESENTATIONS.** The Respondent must address Oral Presentation Items noted as REQUIRED (below), and may present on other components at the Respondent's discretion and identify the presenters that would be directly working on the account.

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Oral Presentation Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.1</td>
<td>Evidence relevant to responding to Item C.1 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
<tr>
<td>D.2</td>
<td><strong>REQUIRED:</strong> Evidence relevant to responding to Item C.2 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
<tr>
<td>D.3</td>
<td><strong>REQUIRED:</strong> Evidence relevant to responding to Item C.3 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
<tr>
<td>D.4</td>
<td>Evidence relevant to responding to Item C.4 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
<tr>
<td>D.5</td>
<td>Evidence relevant to responding to Item C.5 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
<tr>
<td>D.6</td>
<td>Evidence relevant to responding to Item C.6 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
<tr>
<td>D.7</td>
<td><strong>REQUIRED:</strong> Evidence relevant to responding to Item C.7 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
<tr>
<td>D.8</td>
<td>Evidence relevant to responding to Item C.8 in Section C (Technical Qualifications, Experience &amp; Approach)</td>
</tr>
</tbody>
</table>
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.

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.

<table>
<thead>
<tr>
<th>RESPONDENT SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINTED NAME &amp; TITLE:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>

| RESPONDENT LEGAL ENTITY NAME: |

<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>State Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery of Annual Work Plan that includes: Communications and management, Processes and procedures, Risk management, Issue management, Quality management, Configuration management, Change management, Resource management, Transition management, and associated management activities (as described in Contract Section A.4.a.1, A.4.a.1.iii.1, A.4.a.1.iii.4, A.4.a.1.iii.5, A.4.a.1.iii.6, A.4.a.1.iii.7, A.4.a.1.iii.8, A.4.a.1.iii.9, A.4.a.2.a-h)</td>
<td>$ / Per Annual Work Plan</td>
<td>5</td>
</tr>
<tr>
<td>Final transition management plan (as described in section A.4.b)</td>
<td>$ / Per Final Transition Plan</td>
<td>1</td>
</tr>
</tbody>
</table>

RFP # 33101-2102233111FAS2
<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>State Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowledge transfer process meeting (as described in section A.8.d.5.a)</td>
<td>$</td>
<td>4</td>
</tr>
<tr>
<td>Knowledge transfer process documentation (as described in section A.8.d.5.b)</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td>Delivery of Report Card Platform meeting the specifications requirements found in A.5.</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td>Creation of Displays (as described in section A.5.b.8) and corresponding data transformations (as described in section A.5.c) with new functionality not found in Contract scope after Launch in future iterations of the Report Card at the discretion of the State as found in A.3.</td>
<td>$</td>
<td>10</td>
</tr>
<tr>
<td>In-person Focus groups and associated materials as described in Section A.7.a.</td>
<td>$</td>
<td>5</td>
</tr>
<tr>
<td>Annual Delivery of Accountability and Report Card documentation found in section A.8.b.</td>
<td>$</td>
<td>5</td>
</tr>
<tr>
<td>Delivery of Report Card User videos and guides addressing the topics and content of A.8.</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td>Delivery of asynchronous training module for front and back-end updating and described in section A.8.</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td>Annual delivery of Accountability Model data transformations that meets all State Reporting Requirements as outlined in A.5.c.1.ii.6.</td>
<td>$</td>
<td>5</td>
</tr>
<tr>
<td>Delivery of calculations and associated documentation produced after Launch delivery, as found in section A.5.c.2.ii</td>
<td>$</td>
<td>3</td>
</tr>
<tr>
<td>Cost Item Description</td>
<td>Proposed Cost</td>
<td>State Use Only</td>
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<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td>Evaluation Factor</td>
</tr>
<tr>
<td>Annual execution of and any associated adjustments made in response to the Data Appeals Process described in section A.6.b.</td>
<td>$ /Per year</td>
<td>5</td>
</tr>
<tr>
<td>Execution of additional user testing plans found in A.7.a, A.7.b</td>
<td>$ /Per year of delivery</td>
<td>5</td>
</tr>
<tr>
<td>Professional Services for Contractor Personnel; A.9.</td>
<td>$_______ per hour</td>
<td>500</td>
</tr>
</tbody>
</table>

**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.

\[
\text{lowest evaluation cost amount from all proposals} \times 35 \quad (\text{maximum section score}) \quad \text{SCORE:}
\]

*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.), and for enclosing the sealed reference envelopes within the Respondent’s Technical Response.
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;
▪ 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 Laitin Beecham, Laitin.Beecham@tn.gov

(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.

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>TELEPHONE #:</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
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</tbody>
</table>

(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
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?
(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

<table>
<thead>
<tr>
<th>GENERAL QUALIFICATIONS &amp; EXPERIENCE (maximum: 10)</th>
<th>RESPONDENT NAME</th>
<th>RESPONDENT NAME</th>
<th>RESPONDENT NAME</th>
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<tr>
<td></td>
<td>AVERAGE:</td>
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Solicitation Coordinator Signature, Printed Name & Date:
RFP ATTACHMENT 6.6.

RFP # 33101-2102233111FAS2 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,
TN DEPARTMENT OF EDUCATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, TN Department of Education (“State”) and Contractor Legal Entity Name (“Contractor”), is for the provision of development, delivery, and maintenance of an interactive online public reporting platform for school and district report cards and accountability with guidance documents and training resources, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID #: Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. Accountability Appeal – in accordance with T.C.A. § 49-1-618, Tennessee districts have the opportunity to review and verify accountability files and determinations. The process whereby a school district contests the accuracy of these files is an Accountability Appeal.

b. Accountability Guidance – refers to the collection of summaries, overviews, explanations, and guidance which is suited for a non-technical audience seeking to understand the Accountability System or use the information within Accountability Protocol.

c. Accountability Model – a framework for meaningfully differentiating all schools and districts on an annual basis in accordance with federal and state law, state Every Student Success Act (“ESSA”) plans, and state policies based on data from all schools and districts. The Accountability Model represents the set of business rules, classifications, and computations required to take raw data as it is collected by the State and produce Designations and Metrics consistent with the Reporting Requirements. The business rules and steps taken are documented in the Accountability Protocol.

d. Accountability Protocol – a series of public-facing document on the State’s website containing all technical information used within the Accountability System.

e. Accountability System – the annual system that operationalizes the Accountability Model, including the data retrieval, processes, quality controls, documentation, communication, and delivery associated with providing reporting on Tennessee schools and districts.

f. Accountability Timeline – public documentation of all important dates and windows for Audiences to engage with the Platform, Report Card, and Accountability System (e.g., public Release dates, appeals processes, relevant sharing dates for accountability data availability, etc.)

g. Additional Designations – Designations received by either districts or schools that are not part of those found within the Reporting Requirements. They can be represented by individualized badges, flags, data visualizations, ribbons, or other helpful iconography.

h. Additional Metrics – the Metrics not included in Reporting Requirements but identified by the State to be included on the Report Card. Additional Metrics will be identified during the planning and iteration processes.
i. **Agile** – represents an common approach for software planning and development that incorporates multiple iterations of design, feedback, and revisions in response to feedback, where design of deliverables changes rapidly and repeatedly in response to feedback and needs.

j. **Agile Delivery Artifacts Plan** – a constituent plan of the Annual Work Plan that outlines the systems for managing communication and decisions during Agile iterations.

k. **Agile Iteration Processes and Procedures Plan** -- defines processes and procedures that shall determine how the deliverables will be defined, documented, verified, managed, and controlled to ensure that all updates are escalated appropriately and addressed in a timely manner.

l. **Analytics** – a collection of metrics housed on a dashboard that provide actionable information about the functionality, use, and effectiveness of the Platform.

m. **Annual Work Plan** – comprehensive annual plan that outlines and organizes all deliverables, processes, constituent plans, timelines, and milestones for completion of the services of this Contract

n. **Azure DevOps** -- an Agile software tool for version control, reporting, requirements management, project management, testing, and release capabilities management.


p. **Bubble Map** – a type of thematic geographic map that represents variation in quantity, by color, shape, and/or size, in a predefined location.

q. **Burndown** – In Agile projects, on-time delivery is measured by Burndown, which is managing and tracking of work progress over time to monitor when work is expected to be completed. (i.e., “Are we on track to complete the work we say we are going to complete when we expect to complete it?”). This is standard measure in software development life cycles using Agile methodologies.

r. **Change Management Plan** -- a constituent plan of the Annual Work Plan that defines processes and procedures to manage and control changes to the Report Card including scope changes, code changes, enhancements, and bugs.

s. **Characteristics** – those represent the set of all information (numerical, textual, or otherwise) pertaining to an Educational Entity including all Metrics, Designations, Metrics, Additional Metrics, Designations, Additional Designations, all Reporting Requirements, as well as other descriptive information and attributes of the Educational Entity. Characteristics include, but are not limited to, basic school information (e.g. physical address and contact information), academic data (e.g. assessment scores), school program data (e.g. virtual offerings), relationship data (e.g. school feeder patterns), school climate data (e.g. survey results), comparative and longitudinal data, data disaggregated by subgroup, data for multiple school types (e.g. charter schools, early childhood centers), geography (e.g. region), urbanicity (e.g. rural), operational information, financial information, teacher workforce data, Educational Entity-level User-selected information (e.g. messages, graphics, text, hyperlinks, etc.), categorical data (e.g. badges, awards, Designations), and information obtained from the Educational Entity such as a school's after school program offerings, phone number, or personalized messages.

t. **Choropleth Map** – a type of thematic map that represents variation in quantity, by color, in a predefined location.
Communications Management Plan - a plan which describes how project communications are planned, structured, monitored, and controlled. It is a constituent plan of the Annual Work Plan.

Configuration Management Plan -- a constituent plan of the Annual Work Plan that defines processes and procedures to ensure all materials developed during the project are tracked and identified throughout the project lifecycle.

Day(s) -- unless otherwise specified, Day(s) refers to business days (i.e., week days and non-holidays).

Data Dictionary -- a tool that lists and defines all Metrics, including any relevant information needed to interpret calculations and results displayed on any publicly reported accountability Platform for the Target Audiences.

Data Taxonomies -- Data Taxonomies represent the hierarchical categorizations of information that are needed by Users. They represent the relationships of entities across levels within the Platform and are used in defining access, available functionality, Reporting, aggregations, and other relationships. Each level of a Data Taxonomy is a Taxon, where one or more records within lower Taxa (plural of Taxon) are found within a higher Taxon. The following Taxonomies can be found within this Contract, and are listed using arrows in order of the lowest Taxa to the highest Taxa:

1. Report Detail Taxonomy: individual data records → aggregations of records and calculated Metrics → classifications and ratings → summaries → trends or comparisons
3. Membership Taxonomy: individual student → student groups → classes → courses → grade levels → grade bands → schools → districts → regions → state
4. Stakeholder Taxonomy: students and families → educators → school leaders → district leaders → State leaders
5. Temporal Taxonomy: date → assessment administration or scoring window → school year to date → school year → multiple school years → full longitudinal record

Designations -- Designations assigned annually at the school and district-level according to Reporting Requirements.

Designation Visuals -- the graphics designed by the Contractor to explain the Designations.

Display -- Displays represent an organization of one or more widgets including visuals, dashboards, texts, icons, frames, pictures, Designation Visuals, graphical features, and interactive features used to communicate information to the Target Audiences. Displays can be composed of multiple Displays and are defined by the purpose they serve.

Ed-Fi Data Standard ("Ed-Fi") -- The Ed-Fi Data Standard is the set of rules for the collection, management, and organization of educational data.

Educational Entity -- refers to an entity that has educational data attributable to it. Examples include state, region, district, school, and student groups.

Educational Entity Level Pages -- shall have the meaning ascribed to this term in Section A.5.b.10 of this Contract.

Embargo Period(s) -- refers to a period of time in which data is securely shared for review and appeal by various stakeholders and not released publicly.

Final Transition Management Plan -- describes how the Contractor will facilitate the seamless transition of the work of this contract from the Contractor to the State or any future vendor.
hh. Focus Group – a demographically diverse group of people assembled to participate in a
guided discussion about components of the Report Card before those components are
released.

ii. Human-centered Design -- Human-centered Design is an approach to problem-solving
commonly used in design and management frameworks that develops solutions to problems
by involving the human perspective in all steps of the problem-solving process.

jj. Icons – the graphics, typically pictograms or ideograms, designed by the Contractor to
support User navigation, interpretation, understanding, and interaction with the Report Card
and its content, data, and documentation.

kk. Initial Transition Management Plan -- describes how seamless transition of Report Card
from the current vendor to the Contractor, if applicable, will be facilitated.

ll. Interactive – describes functionality that allow for Users to modify the User experience or the
content accessed. Examples include, but are not limited to, drilldown functionality, filter
visually displayed information, or selecting Metrics for comparisons.

mm. Issue Management Plan -- a constituent plan of the Annual Work Plan that defines issue
escalation processes and procedures to ensure that critical issues are escalated
appropriately and resolved in a timely manner.

nn. Landing Page – include homepages or any page that is, search shall have the meaning
ascribed to this term in Section A.5.b.10 of this Contract.

oo. Launch – is the initial delivery of the full Report Card Platform. This is distinct from deliveries,
maintenance, and updates that occur after the Launch.

pp. Letter Grades -- the letter rating (A, B, C, D or F) that a school receives, indicating its
performance on the state Accountability Model or the performance in other Reporting
Requirements indicators. Letter Grades may include + or - signs.

qq. Metrics – the Metrics included in the Reporting Requirements for all Educational Entities
included on Report Card.

rr. Phase --A Phase is a common Agile project management term representing a breakdown of
project lifecycle decision points.

ss. Platform – shall refer to the computer-based program that provides data visualizations and all
required features outlined in this Contract. The Platform includes both the front-end and
back-end software required for the Report Card.

tt. Quality Management Plan -- a constituent plan of the Annual Work Plan that describes
quality control policies and procedures for project deliverables and project processes and to
ensure accuracy, effectiveness, and continuous improvement.

uu. Release – shall refer to the act of making any portion of the online Report Card available for
stakeholder access.

vv. Report Card -- is the comprehensive Platform that provides the public, including parents,
districts, and schools, with access to data about public education in Tennessee with back-end data structures needed for this end. The Report Card Platform includes but is not limited
to the online website Educational Entity Level Pages, Summary Reports, Analysis Tools,
and Staging site described in Section A.3.a, A.5, and A.6 of this Contract and the underlying
database structures.

ww. Report Card Business Rules -- documentation that explains all associated data sources,
procedures, and business rules the data and Metrics that appear on the Report Card
xx. Reporting Requirements – Requirements for reporting on school performance as defined within federal law, state law, the Accountability Model, or policies as determined by the State, including those aligned to State-led initiatives.

yy. Resource Management Plan – a constituent plan of the Annual Work Plan that describes how the Contractor will organize, deploy, and administer their project personnel.

zz. Risk Analysis and Management Plan – 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 in a timely manner.

aaa. Single Sign-On – An authentication scheme that allows a user to log in with a single user ID and password to any of several related, yet independent, software systems, websites, or applications.

bbb. Sprint – a repeatable fixed time, or iteration, used to breakdown the work of large and complex projects such as the Report Card into smaller and more achievable targets. Unless otherwise defined through written approval by the State, Sprints will be assumed to be two (2) week cycles.

ccc. Staging Site – a fully operational version of the Platform that can be used for quality control and during the Embargo Periods.

ddd. State Report Card Lead – The State representative designated to be the primary point of contact for the Contractor.

eee. Summary Reports – A Summary Report is a report that provides contextualizing information to give a comprehensive executive summary of the Educational Entity and its performance. These reports contain language and visuals to aid users in understanding performance.

fff. Supplementary User Resources – Resources that are prepared and provided by the State which are identified as relevant to a User within the Targeted Audiences. Examples of such Supplementary User Resources include, but are not limited to, the resources found on Best for All Central (https://bestforall.tnedu.gov/).

ggg. Target Audiences (“Audiences”) – the key individuals and groups of individuals for which the Report Card is intended to communicate the performance of schools, districts, and the state. For this Contract, this shall include the full range of Tennessee stakeholders desiring to view and use the State Report Card including families, parents, guardians, educators, LEA (district and school level) personnel, Department of Education personnel, members of the public, education researchers, other Tennessee government officials and personnel, and members of similar organizations in states outside of Tennessee. In the development process each of these stakeholder groups represent distinct User groups with unique User needs.

hhh. User – shall refer to any individual who may access or use the services and products outlined in this Contract.

iii. User Engagement Plan – a constituent plan of the Annual Work Plan that describes processes and procedures for how the Contractor will engage with the Target Audiences.

jjj. User Resources – Resources to support the Target Audiences to better use the Report Card.


lll. Velocity – the amount of work completed in a single Sprint and can be used to determine how many Sprints are necessary to complete all work items.
A.3. Overall Program Scope.

The Contractor shall provide all design, development, User testing, quality assurance, documentation, User Resources, delivery, and maintenance of the Report Card Platform. The scope shall include a) the Launch of the Report Card Platform, b) the maintenance, quality assurance and updating of the Platform for the period of this Contract after the Launch, c) creation and maintenance of documentation and User Resources associated with the Platform, and d) quality control of the work of the Contract.

Each of these deliverables shall be aligned to annual Releases. This includes:


Semiannual Report Card delivery occurs in two Phases: Release one shall include all state accountability data, ratings, and available data at the time of the Release, along with associated business rule guidance documentation, and Release two shall include the presentation of all remaining data to meet the Reporting Requirements and any additional data not included in Release 1, including climate, staff, and finance data.


2. Design and development of back-end processes in alignment with the specifications found in Section A.5.c, including User Feedback and User Testing of all components of the Report Card as described in Section A.7. and meeting Quality Assurance and Technical Requirements as described in Section A.6.

3. After the 2021-2022 school year, the Report Card Releases shall occur on or before the dates shown below:
   a. Release 1: August 1, 2022
   b. Release 2: October 1, 2022
   c. For each subsequent year, the Release dates will be approved via the annual plan.

4. Other Releases shall be scheduled, as needed and as approved by the State.

5. Website and Database Hosting and maintenance as described in Section A.5.c.2


b. Satisfactory maintenance and updating of the Report Card Platform includes:


3. Website and Database Hosting and Maintenance as described in Section A.5.c.2.

4. Delivery of the Embargoed full production site according to the pre-Release timelines that correspond with the State’s Embargo Periods:
   a. Three (3) weeks prior to each Release date for school and district leaders to verify the accuracy of the data and to review and verify Reporting Requirements data and Designations and submit appeals before they are Released publicly. The Contractor should account for any additional Days to review and finalize appeals data before public Release in this appeals period.
   b. Five (5) Days wherein the Contractor responds to data corrections from the State and from school and district leaders prior to each Release date.
(5) Updating of any of the Platform components defined in section A.5. to meet the Reporting Requirements and better provide information to the Target Audiences, as determined by the State.

c. User Resources and Documentation
   (1) Provisioning of required training and documentation as described in Section A.8.

d. Quality Management of Contract Activities
   (1) Quality Assurance and Technical Requirements as described in Section A.6 – Section A.7.
   (2) Work Planning and Administration as described in Section A.4 – A.5.
   (3) Analytics dashboard on performance and usage of the Report Card delivered on the timeline and as described in Section A.5.b.14.ii.

e. All work products developed or produced by the Contractor under this Contract shall constitute "works made for hire" or have similar status under relevant intellectual property law. The State shall have full, final, and perpetual exclusive ownership rights to all work products or other content and materials provided by the Contractor for the State under this Contract. This includes the Platform, which the State should be able to maintain, edit, and expand independent of the Contractor at the end of the Contract Term, with no additional licensing costs or fees. This requirement may be met by providing the State with perpetual exclusive ownership rights to the source code.

f. Compliance with all federal and state regulations and policies, including but not limited to ESSA, the Family Educational Rights and Privacy Act ("FERPA"), the Americans with Disabilities Act ("ADA") and Sections 504 and 508 of the Rehabilitation Act of 1973.

g. Adherence with all federal non-regulatory guidelines and policies, such as the "Opportunities and Responsibilities for State and Local Report Cards Under the Elementary and Secondary Education Act Of 1965, As Amended by Every Student Succeeds Act", at the State’s discretion.

h. Any use of pictures, logos, designs, and other content, materials, or resources is subject to State approval. The Contractor shall use no cost open-source materials and ensure that the State has any necessary licenses or permissions for use. If there are any terms of use associated with the materials (i.e. attribution terms), the Contractor shall provide those to the State.

A.4. Program Management

a. Administration Activities – The Contractor shall provide goods, services, or deliverables for the design and development of the Report Card each year.

   (1) Annual Work Plan – The Contractor shall prepare, within fifteen (15) calendar Days of the Contract Effective Date and each June 4 during the Term for each delivery of the Report Card thereafter, an Annual Work Plan that includes Agile software development methodologies. The Annual Work plan shall outline internal and external products, milestones, timelines, activities, steps, and resources required for the Contractor to ensure all requirements of the Contract are met. The Annual Work Plan shall guide both project execution and project control. The State will provide feedback to the Contractor and the Contractor shall update the Annual Work Plan until State approval is received. The Annual Work Plan shall include the Contractor’s plan for the Delivery of the Report Card each year and incorporate the schedules for each activity required by this Contract. Specifically, the requirements for the Annual Work Plan include the following:
      i. The Annual Work Plan shall outline the proposed focus of each Agile iteration to be performed to ensure all requirements are met for each Release of the Report Card delivery. The Annual Work Plan shall indicate areas of responsibility for the Contractor and the State.
      ii. The Annual Work Plan shall include the Agile software development methodologies and business processes and steps for all project work tasks
and deliverables, to avoid any disruption in the provision of goods, services, and deliverables outlined under this Contract.

iii. The Annual Work Plan shall include at a minimum:

1. A 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. The Contractor shall take minutes and record lists of participants, with institutional affiliation and contact information, for all meetings including, but not limited to, management meetings, status meetings, and advisory groups convened under this Contract. All minutes, records, and lists of participants shall be provided by the Contractor to the State for review within two (2) Days after each meeting. All records and minutes shall be provided in a style and format as directed by the State. The Contractor shall review contact information for each meeting and updated contact information if changed.

2. An Agile Iteration Processes and Procedures Plan for defining processes and procedures that shall determine how the deliverables will be defined, documented, verified, managed, and controlled to ensure that all updates are escalated appropriately and addressed in a timely manner.

3. An Agile Delivery Artifacts Plan outlining the methods for gathering and prioritizing User stories for the Target Audiences, defining acceptance criteria, the backlog grooming process, estimating stories and tasks, provide sample Bumdown/Velocity reports, and Sprint/Phase roadmaps. Sprint cycles will be used to manage the development of each functional requirement of the Report Card. The plan shall serve as the working agreement for how the combined Contractor and State teams will develop and plan requirements.

4. A 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 in a timely manner. This plan shall show both the State and Contractor’s respective responsibilities and planned activities regarding project risk. It must cover the following topics:
   a. Risk identification: The Contractor shall work with the State to identify potential project risks, their probability, and impact to the overall project.
   b. Risk response: The Contractor shall work with the State to develop options and actions to enhance opportunities and to reduce threats to project objectives.

5. An Issue Management Plan, which defines issue escalation processes and procedures to ensure that critical issues are escalated appropriately and resolved in a timely manner. Unanticipated issues or problems shall be reported in writing and addressed by the Contractor within forty-eight (48) hours of occurrence.

6. A 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.5.a-c. This plan shall include the quality control checks for data produced in the Accountability System with all the milestones
and deliverables required for on-time delivery of the Accountability System files to Educational Entities.

7. A Configuration Management Plan, which defines processes and procedures to ensure all materials developed during the project, including training resources, documentation/business rule modifications, and storyboards/wireframing, shall be tracked and identified throughout the project lifecycle.

8. A Change Management Plan, which defines processes and procedures to manage and control changes to the Report Card including scope changes, code changes, enhancements, and bugs. The Change Management Plan shall be created in consultation with the State to include the change control process. The changes shall be approved by the State and implemented during a State approved maintenance window. All production changes within 15 Days prior to the annual Report Card publication and 15 Days after publication shall require State approval before implementation.

9. A 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.

10. A User Engagement Plan, which describes processes and procedures for how the Contractor will engage with the Target Audiences. This plan shall:
   a. outline the aspects of strong Target Audiences acceptance and engagement as used during Agile development iterations and as described in A.7 and A.8.
   b. include processes for Embargo period, data appeals, and UAT.
   c. outline the dates of internal and external milestones for communication with the Target Audiences.

All plans specified in Section A.4.a.1. and A.4.a.2. 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 each iterative design cycle in the Annual Work Plan. All plans specified in Section A.4.a.1. and A.4.a.2. and any related or supporting materials shall be considered delivered and final after written approval is given to the Contractor by the State.

(2) The Contractor shall be responsible for the following activities related to project management:
   a. Development of all project management reports in accordance with all plans in Section A.4.a.1. and A.4.a.2. including differentiated reporting for different State representatives, including but not limited to non-technical executive, technical executive, and program manager, in a manner proposed by the Contractor and approved by the State.
   b. Provision of weekly project status reports and executive status reports containing the elements and, in the format, specified or approved by State throughout the Contract Term. The project status reports shall address risks and issues, and track progress against expected milestones and deadlines throughout the entire Agile development of this Contract, and the executive status reports shall be prepared to be State leader-facing in a format proposed by the Contractor and approved by the State.
   c. Lead and participate in all status meetings with the project team as outlined in the approved Annual Work Plan and as requested by the State. There shall be at minimum one status meeting per week. The weekly meetings shall be scheduled for a minimum of one (1) hour 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.4.a.1. and A.4.a.2. During the status meeting,
the Contractor will review the project schedule with the State Report Card Lead and discuss progress made against the State approved project schedule’s projected dates since the last meeting, any risks or issues impacting the project schedule’s scope, cost and deliverables, and risk mitigation approaches. This status report shall include detailed progress and variance reports in support of payment milestone reviews.

d. Lead and participate in at least three (3) in-person planning meetings between the State and Contractor within fifteen (15) Days of the Contract Start Date at a location selected by the State with the project team as outlined in the approved Annual Work Plan. The in-person meetings shall be scheduled for, at minimum, four (4) hours each. All travel and associated costs for attending the in-person planning meetings shall be covered by the Contractor at no expense to the State. These meetings may be switched from in-person to virtual at the State’s discretion.

i. The Contractor shall schedule and lead each initial meeting. The requirements shall include:

1. The Contractor and State shall agree upon dates for the initial meetings that are mutually agreeable. The meetings shall occur at the Andrew Johnson Tower in Nashville, TN.

2. The Contractor shall be responsible for proposing the agenda and list of attendees and for developing the materials for each meeting. The agenda shall include discussion around the proposed initial Annual Work Plan, and the State will be responsible for approving the agenda and list of attendees.

ii. 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 Report Card from the current vendor to the Contractor, if applicable. This plan shall include all essential transition steps and identify the responsible party.

e. Lead action item tracking, risk and issue identification, and collaborating with the State in decision making, risk mitigation, and issue resolution.

f. Track progress against the approved timelines, milestones, and Agile Delivery Artifacts Plan and report any deviations to the Report Card as per agreed upon frequency in the Annual Work 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.

g. Participate in quarterly feedback sessions with stakeholder groups to listen and solicit feedback on any of the content of this Contract.

h. Throughout the development process, the Contractor shall:

a. Effectively define, document, verify, manage, and control deliverables to ensure all updates are escalated appropriately and addressed in a timely manner.

b. Maintain effective forecasting towards time to completion for each Sprint Cycle with consistent Velocity and 90% on-time delivery rate.

c. The Contractor shall provide beginning and end of Sprint Metrics showing estimated work, completed work, and approved scope changes, including any re-forecast of story points, to ensure each Sprint and the project is maintaining consistent and predictable delivery schedule.

d. The Contractor shall maintain a less than 10% variance above Sprint and project Burndown.

e. Any work item defined as a bug which derived from a previous Sprint story shall not count as an approved scope change for the purpose of this Metric. While the bug will need to be remediated and fixed, it will count toward the variance % and not in the base Sprint Burndown
b. **Transition Management: Continuity of Contracts.**

(1) 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.4. and approved by the State.
   b. Cooperate fully with State and any future vendor designated by the State to transition to a potential new vendor for the Report Card, in accordance with the Final Transition Management Plan as described in Section A.4.a.2. and approved by the State.

(2) The Contractor shall create and deliver a 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 sixty (60) Days prior to the end of the Contract Term. If the Contract is terminated earlier than the end of the Term, this plan shall be submitted to the State on a timeline approved by the State.

A.5. **Platform for the Report Card.**

a. **Overall Platform:** The Contractor shall design and build a modern and intuitive Interactive Report Card that meets the below overall requirements:

   (1) The design of the Report Card shall be proposed by the Contractor and approved by the State prior to the commencement of development of the Report Card Platform.
   (2) The Contractor shall receive, at the State’s discretion, specific User stories, specifications, storyboarding or wireframes (whole or in part) with which to design the Platform or its components.
   (3) All final requirements and design shall be defined and approved as part of the project delivery process. Requirements within each component shall be finalized during the backlog seeding and User story grooming, to be approved by the State. This process will occur annually after the first Report Card Release as needed.
   (4) The web-based system shall be built in such a manner that the system can operate as a stand-alone web application or, at the State’s discretion, can easily contextually embed one or more components, features, reports, or graphics into a larger State web application/User experience.
   (5) The Contractor shall design all components of the Report Card to follow all applicable federal and state regulations and policies, including but not limited to ESSA, FERPA, ADA, and Tennessee law.
      a. When providing suppressed data (data that has been masked to protect privacy) and visualization of suppressed data, the Contractor shall follow the guidelines of the State and best practices such as those outlined in the Statewide Longitudinal Data System ("SLDS") Technical Brief from December 2010 by the National Center for Education Statistics. ([https://nces.ed.gov/pubs2011/2011603.pdf](https://nces.ed.gov/pubs2011/2011603.pdf))
   (6) The Contractor shall design all components of the Report Card to allow for different access levels for different types of Users, including but not limited to Target Audiences. The types of Users, and corresponding access levels, and Display customizations shall be proposed by the Contractor and approved by the State and shall be compatible with other State Single Sign-On applications and tools. Such access shall allow for the secure data transfer to or from each Educational Entity.
   (7) The Contractor shall deliver a complete Report Card and associated systems (including but not limited to the software application code, and the corresponding database structures with initial year(s) data loaded) to the State by the delivery date specified in the Annual Work Plan.
(8) This delivery of the Report Card shall include all underlying source code as well as the exclusive ownership rights to the code. This source code shall live in the Azure DevOps repository owned by the State. Upon delivery, the Contractor shall not be permitted to sell the source code used to develop the Report Card to other organizations in the future.

(9) The Contractor shall be responsible for addressing any identified issues that arise with the functionality of the Report Card. The Contractor shall update the code in the demo environment established by the State. All updates must be approved by the State before the changes are finalized and all promotions to the production environment must be approved by the State and follow State protocols.

(10) The Contractor shall develop all code in collaboration with the State and in accordance with requirements specified by the State. The Contractor must provide, at minimum, monthly updates on the code for feedback and approval by the State.

(11) The Contractor shall develop the Report Card with the ability to be hosted on the State’s Azure subscription in future years.

(12) The State shall have final approval rights as well as perpetual ownership of all training resources and materials used to transfer Report Card ownership to the State.

b. Requirements for Front-end Development. All front-end development of the Report Card shall meet the following requirements for all components:

(1) Follow principles of Human-centered Design and best practices in information visualization.

(2) Consistently include User-friendly text and icons that are easy for the Target Audiences, especially parents, to understand.

(3) Be optimized to be displayed on mobile, tablet, and desktop. Report Card shall be accessible at minimum on the latest version of mobile devices such as smart phones (e.g. iPhone, Samsung, Android) and tablets (e.g. iPad, Samsung, Android, and Surface Pro) as per current industry standards, and make the assumption that mobile format is a primary format for the Target Audiences.

(4) Be compliant with Section 508 of the Rehabilitation Act of 1973.

(5) Follow State branding requirements and style specifications and guides.

(6) Be consistent with best practices and research on how the Target Audiences interact with and digest data and information regarding schools, districts, and the State.

(7) Be easily updatable and designed to:

a. facilitate easy updating with new data, new Data Taxonomies or Taxa within them, Characteristics, Displays, pages, visualizations, graphical representations, or updated text in future years, without additional cost or design.

b. Be flexible to simply add, remove, or modify Metrics, Characteristics, data sources, Displays, visualization, and text in future years based on evolving reporting needs and systems as determined by the State.

   1) These additional elements shall include the ability to add reporting widgets/blocks to the page that allow for either tabular or graphical representations of the data.

   2) All pages shall have capacity to support Displays, text, and widgets and capabilities to display information in text, numeric, graphical, link, table, and connect to data sources within the back end.

(8) Display Requirements.

   i) Each page shall have one or more Displays.

   ii) Metrics, Additional Metrics, Designations, Additional Designations, Reporting Requirements, Characteristics shall be included and defined at the discretion of the State.

   iii) Characteristics shall be able to be represented in formats approved by the State.

   iv) Displays shall have the capability to handle missing, incomplete, unbalanced, and/or suppressed data and Characteristics, in manners which are appropriate for
the nature of the Characteristic or data, the presentation of the Display, the needs of the Target Audiences, and interpretation by the User and which are proposed by the Contractor and approved by the State.

v) Displays shall have the capability to be Interactive.

vi) Displays shall have the capability to display longitudinal data.

vii) Data visualizations shall be designed by the Contractor and approved by the State and shall allow, at a minimum, for comparisons, rankings, distributions, trends, relationships, tabulations, cross-sections, and combinations of these for data within a single visualization.

viii) Displays shall contain sufficient contextualizing information to support the Target Audiences to meaningfully and accurately interpret the information presented. At a minimum, contextualizing information shall include visually representing comparisons and distributions of hierarchically related Educational Entities, to Educational Entities with similar Characteristics, and performance across time.

ix) Displays shall include tooltips for all values/headers to provide explanation of values, data element definitions, business rules, and additional information.

(9) Site Navigation Requirements.

i) The navigation structure shall be proposed by the Contractor and approved by the State.

ii) The Report Card shall provide intuitive navigation structures and supports for the Target Audiences to easily find, view, download, print, and understand information meeting their needs.

iii) Shall include a navigation scheme and tools that allow for intuitive navigation between pages, related Educational Entities, resources, and through the school relationship hierarchy (school, district, state) and across years for the Target Audiences.

iv) Site, page, Display, and visual level filtering shall be available to Users through multiple approaches, including filtering Educational Entities by list, map, search, drill down, and selection menus.

1) Map: a functional Interactive map of Tennessee with helpful geographic and cartographic information, and abilities to select any of the Educational Entities. Functionality shall include the use of both point and shape to select Entities.

2) List: Ability to filter and sort by Educational Entities and their Characteristics.

3) Search: Search functions that allow Users to enter the name of an Educational Entity.

4) Drill down: for hierarchically related information, such as hierarchical parent-child relationships among Educational Entities, across the Data Taxonomies, and categories within the Reporting Requirements and their compositional parts, Users may explore information exploiting these relationships.

5) Selection Menu: selection menus have Characteristics and categorizations that can be applied as filters. Required examples of these selection menus include, but are not limited to, allowing Users to filter by school year and by student population.

6) A default search page shall have all these methods available for searching.

7) The availability and content of each of these filtering methods, their interactions, and the related effects at the site, page, Display, and individual visual or widget level shall be proposed by the Contractor and approved by the State but shall allow for Users to easily identify and adjust where filters have been applied.

v) Navigation shall also be user-friendly for viewing information for different school years, in addition to Displays representing longitudinal information.

vi) Ability to navigate seamlessly across related content.
1) Multiple views for aggregations of entities shall be available, to be proposed by Contractor and approved by the State, including features at each Educational Entity level.

2) Users shall be able to navigate across the Data Taxonomies, including multiple views for aggregations and summaries of hierarchical relationships. For example, district reporting shall have functionality to view Metrics and Characteristics as a single Educational Entity or reporting that provides visibility across its schools.

3) Shall have the ability to select and drill down on Characteristics or Metrics based on student populations and of the data through intuitive hierarchical relationships with breadcrumbs to support temporary filtering, as needed.

vii) Ability to select Educational Entities and add them to a compare list for use in an Analysis and Comparison Tool page.

viii) Ability to navigate directly to guidance documentation, including business rules guidance developed by the Contractor and approved by the State for use by the Target Audience.

(10) Educational Entity Pages:
   i) Each Educational Entity type shall have organized pages, including a Landing Page which contains, at a minimum, summary information, Displays with information for the Accountability Model, navigation supports, and access to Summary Report options.
   1) Summary Reports.
      (a) The Contractor shall propose and design with approval from the State, for each Educational Entity Type, summary and contextualizing information which shall provide a comprehensive executive summary of the Educational Entity and its performance. The Summary Report shall:
         (i) Be print-optimized and downloadable in PDF format, clearly accessible.
         (ii) Provide Characteristics, including but not limited to Designations and Metrics approved by the State.
         (iii) Contain accompanying contextual visuals and text that interpret and explain the respective Metrics and Designations specific to the associated school, district, or state.
         (iv) Be made available as summary slides. Summary slides shall:
             1. Be optimized for a PowerPoint-compatible presentation file that could be immediately used for presenting.
             2. Provide information in an intuitive and coherence sequence, including but not limited to Characteristics, Designations, and Metrics approved by the State, clearly accessible, based on the Educational Entity.
         (v) Contain accompanying visuals and text that interpret and explain and contextualize the Characteristics, Metrics, and Designations specific to the associated school, district, or state.
      2) Text, formatting, and templates of the Summary Report pages, Reports, and slides shall be easily modified by the State to adjust quickly to any future changes to summarization needs.

(11) Analysis and Comparison Page Requirements.
   i) The Analysis and Comparison Tools shall consist of one or more pages that shall allow Users to explore and simultaneously compare multiple Metrics, Characteristics, Educational Entities, and/or trends. These tools shall:
      1) Provide data in both tabular and graphical format.
      2) Be Interactive and allow Users to easily adjust and customize the comparisons and analyses.
      3) Allow Users to compare Educational Entities side-by-side across all Characteristics.
4) Explore correlations, trends, and relationships for numeric and categorical Characteristics at each Educational Entity level.
   (a) Correlation visualizations: the Display shall include functionality for up to five-variables.
   (b) Allows Users to select data points longitudinally to view an Educational Entities’ information from a previous year and to compare trends over time, including functionality to compare trends between Educational Entities.

ii) Allow for Choropleth and Bubble Maps based on User-selected Characteristics.

(12) Requirements for Accessing, Downloading, and Printing in Familiar Formats.
   i) Downloading and Exporting.

   1) All content presented in the Report Card shall also be available for download and shall be available for export formats proposed by the Contractor and approved by the State, organized in a manner proposed by the Contractor and approved by the State. Formats available for this functionality shall include, at a minimum, comma-separated variables (CSV), Excel (xlsx, xls), text, PDF, jpg. Data files with unsuppressed information shall only be accessible for Users with appropriate access privileges.

   2) Users shall be able to download the underlying data associated with any component in tabular form including CSV and xlsx.

   3) At the request of the State or proposed by the Contractor and approved by the State functionality of providing pre-formatted Excel files (e.g. .xlsx, .xls) with formatting to support User needs (e.g. filterable, sortable, colors, multiple tabs) for the underlying data.

   4) The Report Card shall be able to automatically recreate for download the tabular files found on the current State Data Downloads Page [https://www.tn.gov/education/data/data-downloads.html] based on the data provided in the Report Card for an arbitrary year.

   ii) Accountability data files shall be shared with Target Audience and interpreted using the guidance documentation outlined above. Files shall include, at a minimum:

   1) Reporting at the student, school, and district-levels that shall, during the first year of the Contract, at a minimum, match as close as practicable to the files and file specifications of accountability files from the last five years, beginning in 2016-17, to maintain continuity for Users.

   2) For Users with appropriate permissions, the Contractor shall provide accountability and assessment files to specifications outlined by the State in the Annual Work Plan and initial planning meeting, which include files outlined in Accountability Model protocol documents (e.g., see section 4 in the 2019 Accountability Protocol): https://www.tn.gov/content/dam/tn/education/accountability/Accountability_Protocol_2019.pdf and unsuppressed versions of the tabular files found on the current State Data Downloads Page [https://www.tn.gov/education/data/data-downloads.html] as familiar formats provided to Target Audiences and which include files specifications to be developed as part of this Contract.

   iii) Printing.

   1) All Report Card pages associated Displays shall be print optimized so the User can print any component of the Report Card and have a seamless viewing experience with printed materials.

   iv) Translated Content.
1) The ability to select, toggle between, and view translation of approved text from English to Spanish and other languages as requested by the State, through a functional interface.

2) The Contractor shall provide professional translation of approved text to Spanish and other languages as requested by the State.

v) Social media tools (e.g. saving "favorites" for revisiting, sharing links) for ease of access visit.

vi) Mechanisms for creating and sharing links shall allow for Users to share content so other Users view the same content with the same settings applied.

vii) Capability to connect Users to relevant Supplementary User Resources.

(13) Accountability Application Interface.

i) Via a secure interface with specifications proposed by the Contractor and approved by the State, the Platform shall be able to securely send and receive information and files to authorized Target Audiences regarding accountability.

1) Accountability application interface shall be the mechanism through which Accountability Appeals and appeal-related communication with Local Education Agency (LEA) takes place.

2) The Contractor shall provide secure data files to each LEA, in addition to resources and training materials, through this interface, whose development shall be proposed by the Contractor and approved by the State.

(14) Additional user interfaces shall allow for Users to submit information and make updates based on User permissions. These additional User interfaces may be combined or separate from other functionality of the Report Card in a manner that is proposed by the Contractor and approved by the State.

i) User Customization,

1) Through a secure User interface, authorized Users shall be able to update their Educational Entity Level Page with customizations, including text, pictures, hyperlinks, and Characteristics as determined by the State or as proposed by the Contractor and approved by the State.

ii) Analytics Interface: The Contractor shall supply Google Analytics, or another Analytics service proposed by the Contractor and approved by the State, for the use of and operation of the Report Card site. Specifically, the requirements for the Analytics provided include a dashboard the following:

1) The Contractor shall support Analytics that include actionable Metrics proposed by the Contractor and approved by the State. The Metrics shall include, but are not limited to, audience Metrics (such as the number of totals, new, and returning Users per unit time, User demographic information, geography, device performance), User behavior Metrics (such as behavior flow, User event logging, bounce rate, and average time on page), acquisition Metrics (such as page previously visited when accessing the Report Card), site Metrics (such as load time), and content Metrics (such as content accessed, accessing the pages of individual schools, districts, schools). These Analytics will allow for selections and comparisons of User cohorts, time periods, and events. The Contractor shall propose for approval by the State, and implement a schema for identifying the content, events, and Metrics within the Report Card required for meaningful Analytics.

2) The Metrics shall be included in an Interactive, customized, and easy to navigate reporting dashboard that is easy for State personnel to access, prioritize, understand, use, and further explore User Metrics.

3) The Contractor shall supply automated reporting, which is maintained current within 20 minutes, on the agreed upon Metrics to the State through customized Analytics dashboard, and with site performance Metrics.
monitored by the Contractor for the first week of public Release and on a weekly basis thereafter for the entire Contract Term.

c. Requirements for Back-end Development.
   (1) Data handling, storage, and availability requirements.
      i) For the Platform, the Contractor shall ingest, process/transform, and load the underlying raw data into a normalized schema compatible with the Ed-Fi data standards for use as the underlying data structure for the Platform. The handling of data will be done in a way that:
         1) Meets all state and federal requirements for the secure handling of data.
         2) Meets the process and transformation rules approved by the State.
         3) Shall ensure functionality to collect, aggregate, and format data for use with the Report Card User experience, including the requirements described in A.5.
         4) The Contractor shall ensure that all data is available year-over-year for the duration of the Contract Term.
      ii) Data Ingestion/Transformation.
         1) The Contractor shall have the ability to ingest at the frequency and in the structures and formats provided by the State, applying business rules or computations as required by the State, from various data sources including tabular, flat file, API, (Application Programming Interface), JSON (JavaScript Object Notation), and XML (eXtensible Markup Language) formatted ingestion for the initial Release of the Report Card and as needed and requested by the State to support additional data points in the Report Card.
         2) The State shall provide raw data files and API endpoints to the Contractor that contain the relevant data points needed to compose the Reporting Requirements.
            (a) The Contractor shall ensure that data from previous year(s) provided by the State is available for the Report Card in a consistent format to the current year's data.
         3) The Contractor shall be responsible for developing the fully automated methods for data ingestion/transformation and proposing methods for checking on the execution of business rules and for interacting with stakeholders during data appeals.
         4) Algorithms used in analysis and comparison pages outlined in section A.5.b.11., shall be defined by the State or proposed by the Contractor and approved by the State.
         5) The Contractor shall use open source and commercially available technologies and tools to conduct the data transformations and preparation. The Contractor shall provide any source code and/or commercial off-the-shelf (“COTS”) package configurations used for making data available for the Report Card.
            (a) If Contractor uses all custom code to prepare and load data into the Report Card schema, the Contractor shall deliver a copy of the fully functional code base to the State’s IT division along with the proper developer documentation on its structure and use.
      6) Accountability Model Data Transformations.
         (a) The State shall develop all policies related to accountability in the manner most appropriate to the State. The Contractor shall be responsible for implementing an Accountability Model that adheres to all State policies in this regard.
         (b) Any business rules developed in relation to accountability shall be approved by the State.
(i) The Contractor shall develop and update guidance documents on accountability business rules to be approved by the State and available for public download.

(ii) Should the Contractor implement new business rules, the Contractor shall submit all code associated with such rules to the State for approval prior to use.

(c) The Contractor shall develop, maintain, and update Accountability Protocol documentation to be approved by the State and shared publicly.

iii) Data Sources.
1) The State will provide the interpretations of the Reporting Requirements and policy decisions used to guide the documenting data definitions and the business rules used in the Accountability System documentation and code.
2) The Contractor, working with the State, shall review the files to ensure all data points are understood.
3) The Contractor shall develop the transformation logic and supporting documentation explaining how the transformations are completed within their solution.
4) Mechanisms for obtaining, storing, and applying business rules for new data generated from User and/or Educational Entities input, shall be proposed by the Contractor and approved by the State. This mechanism will allow for Educational Entities to easily personalize Characteristics of schools or districts, as defined by the State.

iv) Data storage/availability.
1) The Contractor shall store and make available any raw data files used, data extracted from an API endpoint used in the data preparation, any intermediary data files/tables created or used during transformation/preparation, and the final data tables used to support the Report Card site for the life of the Contract, upon the request by the State.
   (a) Upon termination or expiration of the Contract, the Contractor shall make this data available within thirty (30) calendar days.
2) The Contractor shall use commercially available technologies and tools for data storage and retrieval. The Contractor shall provide a copy of the schema scripts to the State’s IT division along with the proper developer documentation on its structure and use.

(2) Technology Standards and Hosting.
 i) The Contractor shall create the Report Card Platform which is built such that it can be hosted/deployed on the State’s cloud infrastructure and cloud platform.

ii) All development work product, source code, documentation, and scripts shall be the property of the State and shall be transitioned to the State’s IT division prior to full deployment.

iii) The Contractor shall build and provide the Report Card Platform and database technologies utilizing a tech stack that aligns with the technologies currently in use by the State.

iv) The Contractor shall, prior to go-live, conduct and provide the result of a system load test.
v) The Contractor shall facilitate the process of a penetration test conducted with a certified firm.

vi) Reports Cards shall be accessible at a minimum on the latest version of Chrome (40+), Internet Explorer (10+), Firefox (40+), Edge, Opera, and Safari as per current industry standards and with subsequent years subject to current industry standards at that time.

vii) The Contractor shall design all components according to the State specifications, User experience, and code development standards. Requirements for meeting
code development standards include, but are not limited to, the ability to be hosted in a contained environment, passing SonarQube evaluation Metrics (or similar evaluation Metrics proposed by Contractor and approved by the State) with no critical or severe issues, following the State’s approved architectural procedures, and the ability to keep all source code within State’s code repository system. All source code is subject to a code quality review through the State’s IT division for adherence to web coding best practices and web security standards.

A.6. Quality Assurance

a. The Contractor shall provide detailed, standardized, quality assurance procedures for review and approval by the State. Approved quality assurance procedures shall be included in the Annual Work Plan. Specifically, the requirements for the quality assurance procedures shall include, but are not limited to:

(1) Mock-Ups/High-Fidelity Designs – The Contractor shall produce several mock-ups of the Report Card site, Summary Reports, and Analysis Tool with a minimum of three (3) iterations, or finalized versions of the Report Card prior to Launch. Mock-ups for future updates shall be determined via the Annual Work Plan. Specifically, the requirements for the mock-ups shall include the following:

a. All iterations shall meet all specifications included in Section A.5.

b. The Contractor shall be responsible for initial storyboarding and wireframing prior to the first mock-up iteration. Initial mock-ups should incorporate all feedback from the State collected in the initial storyboarding and wireframing presentation.

c. The first iteration shall be delivered within 15 Days of the kick-off meeting and at least 1 Sprint, or development cycle, before development against the designs is scheduled to begin.

d. Subsequent screens/high-fidelity designs shall be delivered one (1) Sprint before the development of the proposed screen is planned to start. Iterations of high-fidelity screen delivery shall continue until all requirements in A.5 are met and all Metrics and components identified by the State are delivered. This shall be completed at a minimum of seventy-five (75) Days prior to the annual delivery of the Report Card.

e. The Contractor shall implement feedback as requested by the State to improve the mock-ups. This may include feedback provided by Focus Group participants and other stakeholders. The Contractor shall share the improved version with the State by a date approved by the State. The Contractor shall repeat this process of sharing a mock-up, receiving feedback from the State, revising the mock-up to implement the feedback, and sharing the improved version with the State as many times as needed in addition to the required 3 iterations until the State agrees that all desired criteria have been met.

(2) Staging Site – The Contractor shall create a Staging Site of the Report Card. Specifically, the requirements for the Staging Site shall include the following:

a. The Contractor shall provide the Staging Site for State review at a minimum sixty of (60) Days prior to the annual delivery of the Report Card for the specified year.

b. All features of the Staging Site shall be subject to the State approval prior to the production of final versions.

c. The Staging Site shall include all relevant functionality, content, and data that shall be provided on the official version of the final annual Report Card.

d. The Staging Site shall be reviewed by the State starting two months prior to public Release and then reviewed by districts one (1) month prior to annual delivery.

e. The Contractor shall provide data that the Staging Site of the Report Cards meet load-testing and response time requirements as per industry standards. The Contractor shall run automated load-testing and regression testing software and provide the output reports to the State, along with application hardware
specifications and a description of how they might be different in production. The Contractor shall deliver Displays that can load in <1 second.

f. Security and access - The Staging Site shall be password protected and accessible by username and password for individuals designed by the State, which shall include the following:
   i. District-specific usernames and passwords configured to only display the data for specific associated districts and not the data of other districts.
   ii. A universal State-specific username and password that must view data for all schools, districts, and the State.
   iii. Creation of a security and authentication model for the most secure and trustworthy transmission of data.

g. Once approved by the State, the Contractor shall make the Staging Sites of the Report Card site, Summary Reports, and Analysis Tool available for review prior to Release. The Contractor shall review and correct any issues identified by the State at minimum forty-eight (48) hours prior to the public Launch date.

h. The Contractor shall provide the State with a written proposal for user acceptance testing (“UAT”) of the Report Card for the State’s review and approval at a minimum of ninety (90) Days prior to Launch of the Report Card. The Contractor shall successfully complete UAT at a minimum of fifteen (15) Days prior to the Launch of the Report Card.

i. The Contractor shall implement feedback provided by the State and any other stakeholders (such as Focus Group participants) to improve the Report Card. The Contractor shall share the improved version with the State by a date approved by the State. The Contractor shall repeat this process of sharing a mock-up receiving feedback from the State, revising the mock-up to implement the feedback, and sharing the improved version with the State as many times as needed until the State agrees that all desired criteria have been met.

j. The Contractor shall review issues within twenty-four (24) hours for the two (2) weeks prior and post public Release. After this window, the Contractor shall review issues within two (2) Days. All serious issues that are affecting the primary functionality of the site, including ease of navigation and data visualization capabilities, shall be addressed within twenty-four (24) hours of identification. All other lower priority issues shall be addressed within three (3) Days of review. Issue classifications will be proposed and identified by the State.

k. The Contractor shall only make the Report Card site available to the public after all views have passed all quality checks.

(3) The Contractor shall conduct a development review/showcase at the conclusion of each Sprint to ensure that deliverables have met the State acceptance criteria for the defined deliverables. The turnaround time for feedback from the State and updates by the Contractor will be set out in the Annual Work Plan.

(4) The Contractor shall implement quality assurance checks to ensure that the Report Card site and all associated pages, Displays, reports, and tools are produced as required by the Contract (e.g., data fields reported correctly, and all functionality is working as expected, all data transformations, business rules, and aggregations are correctly applied to the underlying data).

(5) The Contractor shall establish an online process for tracking and communicating the status of any issues. The State and the Contractor shall always have access to this tracker.

b. Data Appeals Process: as part of the Accountability System and to comply with legal requirements around the review of data used, including T.C.A. § 49-1-618.

(1) The Contractor shall provide initial processing of data appeals submitted by districts that are a result of potential miscalculations, questions, ambiguities, or inconsistencies between guidance found in any of the documentation found in in this Contract and the results produced, at no additional cost to the State.
(2) The State will be the final decision-maker on appeals decisions.
(3) The State will clarify any changes to the Accountability System as a result of those appeals to the Contractor in a mutually agreed upon format.

c. The State will approve all associated coding and quality assurance procedures for any business rules, intermediate files, cleaning, transformations, or other data manipulations required for the execution of the Accountability Model.

d. The Contractor shall conduct two (2) independent runs of the Accountability Model, at times of the State’s choosing, that produce identical results and share these results with the State no more than three (3) Days after the conclusion of the test run.

(1) The Contractor shall partner with State approved LEAs to check the quality of their work in the Accountability Model, once approved by the State.
(2) LEA review shall last three (3) weeks and will be required for finalization.

e. All source code is subject to a code quality review through the State’s IT code quality system, or comparable Contractor equivalent, to review for adherence to web coding best practices and web security standards. The Contractor shall provide, at a frequency determined by the State, a report of code quality using Metrics, examples, and a format proposed by the Contractor and approved by the State.

f. Data Governance.

(1) The Contractor shall develop, maintain, and annually update data definitions and cataloguing tools to aid the State in the collection and interpretation of accountability data within the data cataloguing system of the State.
(2) Business rules, data definitions, and metadata shall include textual descriptions accessible to the Target Audiences and be stored in a manner approved by the State that allows for the display of the Target Audience descriptions within Displays in the front-end.
(3) The Contractor shall apply and maintain suppression rules in compliance with data privacy laws and State policy and explanatory documentation to Users without access to unsuppressed data.

g. All development of new components for the Report Card, both for Launch and after Launch, shall meet the applicable quality assurance requirements of this section.


a. The Contractor shall conduct User Feedback and User Testing on all components of the Report Card, including but not limited to, the design, text, and Metrics. Specifically, the requirements for the User Feedback and User Testing include the following:

(1) The Contractor shall plan and facilitate at least five (5) in-person or virtual, at the State’s discretion, Focus Groups including at minimum a total of 150 Tennessee parents. At least one Focus Group must be held in each of the three grand-regions in Tennessee. The State shall propose a list of stakeholders or stakeholder groups and support or facilitate initial outreach to stakeholders. The Contractor shall send State approved invitations to stakeholders, communicate, with State approval, with stakeholders to share all relevant information about the Focus Groups, and make all logistical arrangements for the Focus Group. Focus Groups shall be integrated into Agile iterative design cycles at the time proposed by the Contractor and approved by the State.
(2) The Contractor shall plan and facilitate at least three (3) in-person Focus Groups including at minimum a total of seventy-five (75) district leaders. At least one Focus Group must be held in each of the three grand-regions in Tennessee. The State will propose a list of stakeholders and support outreach to stakeholders. The Contractor shall send invitations to stakeholders, communicate with stakeholders to share all relevant information about the Focus Groups, and make all logistical arrangements for
the Focus Group. Focus Groups shall be integrated into Agile iterative design cycles at
the time proposed by the Contractor and approved by the State.

(3) Focus Groups may convene virtually at the request of the State. All virtual Focus
Groups shall take place on a virtual meeting Platform approved by the State.

(4) The Contractor shall develop and produce all materials for the Focus Groups, including
agendas, materials, and demonstration of the proposed Report Card functionality and
content, including User stories, and intended User tasks. All materials must be
approved by the State before the materials are finalized and disseminated.

(5) The Contractor shall create an environment that can be accessed by participants in the
Focus Groups. The environment and structure of the meeting shall be proposed by the
Contractor and approved by the State.

(6) The Contractor shall collect all feedback and attendee contact information from each of
the Focus Groups. This information shall be synthesized by the Contractor,
disaggregated by the type of Focus Group, and shared in a report to the State within
fourteen (14) Days of the final Focus Group. The Contractor shall propose updates to
the State that incorporate the feedback from the Focus Groups. All updates to the
mock-ups shall be approved by the State.

(7) The Contractor shall identify and pay for the location space and associated expenses
with hosting the Focus Groups. These expenses shall include, but are not limited to, at
least one meal per Focus Group, travel reimbursement for all attendees traveling over
fifty (50) miles, and substitute pay for teachers, as appropriate.

(8) The State shall request virtual Focus Group convenings at its own discretion,
using a virtual meeting Platform approved by the State.

(9) The Contractor shall complete all Focus Groups a minimum five (5) months prior to the
annual delivery of the Report Card and prior to the development of the Staging Site.

b. The Contractor shall propose, for approval from the State, additional User Acceptance
Testing ("UAT") to obtain feedback and testing methods to complement the feedback
received from Focus Groups. Such methods may incorporate and are not limited to A/B
testing (sharing two variations of the Report Card for comparative feedback) and
unmoderated testing. Additional User testing aligning to the Annual Project Plan and ongoing
Agile iterations may be proposed by the Contractor and approved by the State.

c. The Contractor shall support Analytics that include Metrics proposed by the Contractor and
approved by the State that measure the effectiveness, efficiency, and satisfaction of use. The
Metrics shall include, but are not limited to, User event tracking, results from A/B testing,
time-based and relative efficiency, task completion rates, task, and test level satisfaction.
The Contractor shall propose and approve User tasks for usability testing.

A.8. User Resources.

a. All User Resources, training, and documentation and subsequent updates shall be created
through a design process proposed by the Contractor and approved by the State.

b. Documentation.

(1) The Contractor shall prepare and update to the specifications of the State all
associated documentation to aid the Target Audience in understanding, recreating, and
verifying all accountability and Report Card Metrics and calculations. The documents
shall be released on State-specified deadlines prior to each annual accountability and

(2) Accountability and Report Card documentation required annually shall include:

a. Accountability Protocol documentation, which outlines the data sources and
procedures used in the Accountability Model and Accountability System for the
State. The Accountability Protocol must clearly outline all data business rules
and transformations so they are accessible and replicable enough so that the
Target Audience can easily use their data files to reproduce the calculations. In other words, the Accountability Protocol must be developed with appropriate and User-friendly language to promote clarity for the Target Audience. The Accountability Protocol shall be used for the quality assurance processes described in A.6, and shall include the process for viewing and appealing accountability data prior to public Release, in a manner facilitated by the State. All technical descriptions and processes for the Target Audiences shall be considered part of this documentation.

b. Accountability Guidance documentation is the summaries, overviews, explanations, and guidance which is suited for a non-technical audience seeking to use the information within Accountability Protocol.

c. Accountability Timeline this documentation is an overview of all important dates and windows regarding the public Release, appeals process, and relevant sharing dates for accountability data.

d. Report Card Business Rules, which is documentation that explains all associated business rules for calculating Metrics that appear on each annual Report Card.

e. Data Dictionary maintenance using cataloguing tools to aid the Target Audience in understanding the definitions of specific Metrics included in accountability reporting. The Data Dictionary publicly lists and defines all Metrics, including any relevant information needed to interpret calculations and results displayed on any publicly reported accountability Platform for the Target Audiences as described in A.6.

(3) Any other documentation requested by the State, which shall include but is not limited to the following:

f. Other guidance documents stored in a format approved by the State and required for Target Audiences to effectively engage in the Accountability System, and understand the Accountability Model and Report Card to be downloaded by the public in order to effectively use the data and information displayed in the Report Card.

g. Additional webinar materials and recordings as requested by the State.

c. The Contractor shall create documentation and resources to support the Target Audiences in using the Report Card. The content of these training resources shall be proposed by the Contractor and approved by the State, including:

(1) Training resources for the Target Audiences that show how to navigate the online Report Card, access data, and download, print, and/or project key information.

(2) Business rule documentation, as outlined in section A.5.c.1.ii.6., A.6.f., and A.8., that shows how Metrics are defined and calculated prior to each Report Card Release.

(3) Resources shall be available as User guides; User-friendly videos shall be included in the Target Audiences training resources in addition to other resources approved by the State. The resources shall cover each of the following topics:

a. accessing, navigating, using functionalities of the Report Card
b. interpreting the Report Card and the accountability content within it (including, but not limited to, Designations, Letter Grades, Reporting Requirements, Metrics, Additional Metrics, business rules, and Additional Designations)

c. for authorized School and District Users, the process for User input as described in A.7., at the State’s discretion.

d. Understanding the business rules and information found in the Accountability Protocol documentation described in A.8.b.2.

(4) User instructional “How To” guide that covers the same content as the training videos that can be downloaded as a PDF file and printed. This guide shall include step-by-step instructions with screenshots for navigating the website, accessing data, and
downloading information. The content of the guide shall be proposed by the Contractor and approved by the State.

(5) A User Instructional “How To” guide that covers the same content as the training videos that can be downloaded as a PDF file and printed. This guide shall include step-by-step instructions with screenshots for navigating the website, accessing data, and downloading information. The content of the guide shall be proposed by the Contractor and approved by the State.

d. To support the transition of the Report Card to the State, the Contractor shall create resources, videos, and training modules to support State personnel in:

(1) Updating, maintaining, and editing the front-end features of the Report Card;
(2) Updating, maintaining, and editing the back-end data and content management of the Report Card
(3) The Contractor shall develop a minimum of four (4) comprehensive asynchronous learning modules for all operational components of the system (basic login and navigation, step-by-step guides for each Phase of work, FAQs, and troubleshooting scenarios) for State personnel. The Contractor shall provide the State with an outline of the scope of training at least ten (10) Days prior to an approval date specified by the State within the Annual Work Plan.
(4) The Contractor shall maintain comprehensive documentation, 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 Report Card.

a. This documentation shall be updated by the Contractor as necessary to reflect changes made by the State or proposed by the Contractor and approved by the State.
b. 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.
c. The documentation shall be compatible with the State’s data catalogue and data management systems.
d. The Contractor shall also provide a more non-technical user-friendly version of this comprehensive resource, a simplified data dictionary/glossary, and an accompanying FAQ for understanding the Report Card for the Target Audiences.

(5) Upon Launch and as requested by the State thereafter, the Contractor shall complete a knowledge transfer process established by the State. The requirements of the knowledge transfer process shall include but not be limited to the following:

a. The Contractor shall deliver a minimum of four (4) in-person training sessions on the monitoring and maintenance of the Report Card and additional required knowledge transfer information for State personnel each lasting at a minimum of two (2) hours each, in addition to a minimum of one (1) training video for State use. The training video should encompass all content covered in the training sessions. These training sessions shall occur at least thirty (30) Days prior to the annual delivery date specified in the Annual Work Plan. These training sessions may be switched to virtual at the State’s discretion.
i. The knowledge transfer trainings shall offer a performance task proposed by the Contractor and Approved by the State, where State participants must demonstrate mastery of the system's operation components.
b. The Contractor shall provide technical documentation for all components of the Report Card. The first version of this documentation shall be provided to the State for comment at least forty-five (45) Days prior to the annual delivery date specified in the Annual Work Plan. The Contractor must make updates in
response to State comments and provide a final version of this documentation with the delivery of the Report Card each year.

c. During and after delivery, the Contractor shall be responsible for all monitoring and maintenance of the Report Card for the first thirty (30) Days. If no serious issues (such as technical difficulties and malfunctions of the Platform), as identified by the State, are observed in the first thirty (30) Days, the State and Contractor shall be responsible for jointly monitoring and maintaining the Report Card for the next thirty (30) Days. If no serious issues, as identified by the State, are observed over the second thirty (30) Days, the State will take responsibility for monitoring and maintaining the Report Card for the next thirty (30) Days with support available from the Contractor; during this thirty (30) Day period, the Contractor shall be available with support within two (2) Days should any issues arise. If no serious issues, as identified by the State are observed over these thirty (30) Days, the State will take over full responsibility for monitoring and maintaining the Report Card.

e. All training materials and State User Resources shall be built to store in and integrate with SharePoint and with the State’s Best for All Central (BFAC) online platform.

f. The State shall have final approval rights as well as perpetual ownership of all User Resources and materials created under this Contract.

A.9 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.10. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.11 **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.

B. **TERM OF CONTRACT:**

B.1. This Contract shall be effective for the period beginning on DATE ("Effective Date") and extend for a period of thirty-six (36) 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 two (2) 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 sixty (60) 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 sixty (60) 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:

<table>
<thead>
<tr>
<th>Goods or Services Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery of Annual Work Plan that includes: Communications and management, Processes and procedures, Risk management, Issue management, Quality management, Configuration management, Change management, Resource management, Transition management, and associated management activities (as described in section A.4.a.1, A.4.a.1.iii.1, A.4.a.1.iii.4, A.4.a.1.iii.5, A.4.a.1.iii.6, A.4.a.1.iii.7, A.4.a.1.iii.8, A.4.a.1.iii.9, A.4.a.2.a-h)</td>
<td>$ / Per Annual Work Plan</td>
</tr>
<tr>
<td>Final transition management plan (as described in section A.4.b.)</td>
<td>$ / Per Final Transition Plan</td>
</tr>
<tr>
<td>Knowledge transfer process meeting (as described in section A.8.d.5.a)</td>
<td>$ / Per Knowledge Transfer Process Meeting</td>
</tr>
<tr>
<td>Knowledge transfer process documentation (as described in section A.8.d.5.b)</td>
<td>$ / Per delivery</td>
</tr>
<tr>
<td>Delivery of Report Card Platform meeting the specifications requirements found in A.5.</td>
<td>$ / Per Delivery of Report Card Platform</td>
</tr>
<tr>
<td>Creation of Displays (as described in section A.5.b.8) and corresponding data transformations (as described in section A.5.c) with new functionality not found in Contract scope after Launch in future iterations of the Report Card at the discretion of the State as found in A.3.</td>
<td>$ / Per Update</td>
</tr>
<tr>
<td>In-person Focus Groups and associated materials as described in section A.7.a.</td>
<td>$ / Per delivery</td>
</tr>
<tr>
<td>Annual Delivery of Accountability and Report Card documentation found in section A.8.b.</td>
<td>$ / Per year</td>
</tr>
<tr>
<td>Delivery of Report Card User videos and guides addressing the topics and content of A.8.</td>
<td>$</td>
</tr>
</tbody>
</table>
The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.9., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.10., 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.3., through A.9.). 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.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services for Contractor Personnel A.9.</td>
<td>$ Amount per hour</td>
</tr>
</tbody>
</table>

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:

Tammy Billington
Tammy.billington@tn.gov
State of Tennessee
Department of Education
710 James Robertson Parkway
Nashville, TN 37243

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: State of Tennessee, Department of Education;
5. Customer account number (assigned by the Contractor to the above-referenced Customer);
6. Contractor name;
7. Contractor Tennessee Edison registration ID number;
8. Contractor contact for invoice questions (name, phone, or email);
9. Contractor remittance address;
10. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
11. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
12. Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
13. Amount due for each compensable unit of good or service; and
14. Total amount due for the invoice period.

b. Contractor's invoices shall:

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

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

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

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

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

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

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the
Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor’s Federal Employer Identification Number or Social Security Number referenced in the Contractor’s Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:
Katie Houghtlin
Tennessee Department of Education
710 James Robertson Pkwy, Nashville, TN 37243
Katie.Houghtlin@tn.gov
Telephone # (615) 532-6245

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. §§ 6-6-601 – 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 Attachments A and B;
- c. any clarifications of or addenda to the Contractor’s proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor’s response seeking this Contract.

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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

c. Automobile Liability Insurance

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

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

d. 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.

e. 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.

2) 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.

f. 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 dollars ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. **Contractor Commitment to Diversity.** The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor’s Response to Solicitation 33101-2102233111FAS2 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 businesses 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.2. **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.3. **Additional lines, items, or options.** At its sole discretion, the State may make written requests to the Contractor to add items, options, 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.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. **Transfer of Ownership of Custom Software Developed for the State.**

a. **Definitions.**
   1. “Contractor-Owned Software,” shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial “off-the-shelf” software which is not developed using State’s money or resources.
   2. “Custom-Developed Application Software,” shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.
   3. “Rights Transfer Application Software,” shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.
   4. “Third-Party Software,” shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.
   5. “Work Product,” shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. **Rights and Title to the Software**
   1. All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.
   2. Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and
documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.

(3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.

(4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.9. 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: 2 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: 6 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. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall 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 the State with the Contractor’s and Subcontractor’s annual 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 and 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 audits as they are included in the Maximum Liability of this Contract.

E.10. 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.11. 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 discretion 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. 12 Liquidated Damages. If the Contractor fails to perform in accordance with any term or provision of this contract, only provides partial performance of any term or provision of the Contract, violates any warranty, or any act prohibited or restricted by the Contract 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.
E.13. **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.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TN DEPARTMENT OF EDUCATION:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PENNY SCHWINN, COMMISSIONER</strong></td>
<td>DATE</td>
</tr>
</tbody>
</table>
**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<table>
<thead>
<tr>
<th>SUBJECT CONTRACT NUMBER:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR LEGAL ENTITY</td>
<td>Educational Entity NAME:</td>
</tr>
<tr>
<td>EDISON VENDOR IDENTIFICATION NUMBER:</td>
<td></td>
</tr>
</tbody>
</table>

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**
Liquidated Damages

To effectively manage contractual performance, the State has established Liquidated Damages associated with the Contractor’s obligations with respect to the Contract. The Contractor is expected to perform according to a certain level of standards. If these standards are not met, the State is entitled to impose liquidated damage assessments. Damages are included in this Attachment.

The Parties agree that the Liquidated Damages represent solely the anticipated 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.

Payment of Liquidated Damages: It is agreed by the State and the Contractor that any liquidated damages assessed by the State shall be due and payable to the State within forty-five (45) calendar Days after Contractor receipt of the Invoice containing an assessment of Liquidated Damages. If payment is not made by the due date, the Liquidated Damages amount may be withheld from future payments by the State without further notice.

<table>
<thead>
<tr>
<th>Liquidated Damages Event</th>
<th>Liquidated Damages Amount</th>
<th>Estimation Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to meet the expectation that the Report Card shall take effect and be fully Operational on the planned Release dates defined in Contract Section A.3. “Operational” is defined being error-free as meeting each requirement outlined in Section A.5, matching approved wireframes and prototypes and meeting development requirements as defined in Sections A.3, A.4, A.6, and A.7 for both Staging sites and public sites, annually. As stated in the Contract, the Staging sites and Release dates are imperative performance requirements.</td>
<td>Fifty Thousand Dollars ($50,000) per occurrence, plus Ten Thousand Dollars ($10,000) per day, until resolved.</td>
<td>The State has determined, due to mandatory nature of these requirements, that $50,000 per each failed event plus $10,000 per day until resolved is the most appropriate amount for the estimate of Liquidated Damages. If there are delays in these, the State is unable to provide necessary and legally required reporting information to Stakeholders.</td>
</tr>
</tbody>
</table>

For Sprint variance and project variance for a given deliverable that are greater than 10%, there will be a reduction in payment at the rate of the base decile (percentiles of base 10) band, as defined by the table below:

<table>
<thead>
<tr>
<th>Variance</th>
<th>Amount per deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1% to 19.9%</td>
<td>10% reduction</td>
</tr>
<tr>
<td>20.0% to 29.9%</td>
<td>20% reduction</td>
</tr>
<tr>
<td>30.0% to 39.9%</td>
<td>30% reduction</td>
</tr>
<tr>
<td>40.0% to 49.9%</td>
<td>40% reduction</td>
</tr>
</tbody>
</table>

The State has determined, due to mandatory nature of these requirements and their importance to project completion, that the most appropriate amount for the estimate of Liquidated Damages is to scale those damages by decile for Sprint variances and project variances for each deliverable that are greater than 10%.
<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.0% to 59.9%</td>
<td>50%</td>
</tr>
<tr>
<td>60.0% to 69.9%</td>
<td>60%</td>
</tr>
<tr>
<td>70.0% to 79.9%</td>
<td>70%</td>
</tr>
<tr>
<td>80.0% to 89.9%</td>
<td>80%</td>
</tr>
<tr>
<td>90.0% to 99.9%</td>
<td>90%</td>
</tr>
<tr>
<td>100.0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

If Contractor does not deliver resources and supporting materials according to the delivery timelines as defined in Annual Work Plan and meeting the requirements in section A.8, there will be a ten Thousand Dollars ($10,000) per occurrence, plus One Thousand Dollars ($1,000) per day, until resolved.

The State has determined, due to the 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.