STATE OF TENNESSEE
TENNESSEE HIGHER EDUCATION COMMISSION

REQUEST FOR PROPOSALS
FOR
GEAR UP TN EXTERNAL EVALUATOR

RFP 33201-08118

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1. **INTRODUCTION**

The State of Tennessee, Tennessee Higher Education Commission, hereinafter referred to as "THEC" or "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 purpose of this RFP is to procure an external evaluator for Tennessee’s state GEAR UP grant to finalize the program evaluation plan, conduct quantitative and qualitative analysis, provide assistance in completion of U.S. Department of Education Annual Performance Reports, provide annual needs assessments for participating high schools, and produce formative and summative evaluation reports. More information about the project deliverables are located in the *Pro Forma Contract*.

In 2017, the Tennessee Higher Education Commission (THEC) received a $24.5 million seven-year Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP TN) grant, a federal discretionary grant program designed to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education. Through GEAR UP, the US Department of Education (USDOE) provides six- or seven-year grants to states to provide services to students in high-need middle and high schools and through the first year of college. These services include: providing financial aid information and application assistance, encouraging enrollment in rigorous and challenging coursework, and improving the number of students who graduate from high school and enroll in postsecondary education.

THEC will serve a cohort of approximately 3,250 students from the class of 2023 beginning in the 8th grade and continuing through their first year of college. Additionally, GEAR UP TN will provide services to approximately 2,750 priority seniors at participating high schools each year of the grant. GEAR UP TN schools will be selected through a competitive application process. To be eligible, high schools must meet two requirements: 1) have a college-going rate at or below the state average, based on the most recent three years of data supplied by THEC; and 2) have at least 50 percent of students eligible for free or reduced-priced lunch. Eligible high schools will partner with: 1) feeder middle school(s) with at least 50 percent of students eligible for free or reduced-priced lunch; 2) their local board of education; 3) at least one postsecondary institution; and 4) at least two community-based organizations or local businesses to form a GEAR UP TN Collaborative. THEC will select participating schools, award GEAR UP TN subcontracts, and begin grant implementation in the spring of 2018 with student service implementation beginning fall 2018. Awards will be made to eligible high schools that apply in collaboration with partners (as specified above), meet all other proposal requirements, and rank highest among applicants based on an external panel review and interview process.

**GEAR UP TN Framework:**

Through college-readiness interventions at participating schools, GEAR UP TN will address needs related to three national GEAR UP goals:

1. Increase the academic performance and preparation for postsecondary education for GEAR UP students.
2. Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students.
3. Increase GEAR UP students’ and their families’ knowledge of postsecondary education options, preparation, and financing.

For more information about the federal GEAR UP program, see www.ed.gov/gearup. For more information about the GEAR UP TN program, including prior GEAR UP grant award implementation, see http://www.tn.gov/gearuptn.

GEAR UP TN is driven by a theoretical framework that is founded on current college access and success research, experience in implementing successful college access programs, and replication of effective practice gleaned from the state and nation. The GEAR UP TN framework is organized around six focus areas: Rigor, Reach Higher, Relevance, Relationship, Raise Awareness, and Reinforce Action. A detailed outline of the GEAR UP TN framework and required minimum services are included as RFP Attachment 6.2.1 and RFP Attachment 6.2.2.

**GEAR UP TN Framework:**

**Rigor:** Academically prepare all students for postsecondary education through rigorous curriculum and academic support.

**Reach Higher:** Create school and community environments characterized by expectations, policies, and initiatives that support all students’ pursuit of postsecondary education.

**Relevance:** Connect career aspirations and skills to students’ educational goals.

**Relationship:** Foster connections that strengthen students’ postsecondary success.

**Raise Awareness:** Promote early awareness of the steps necessary to prepare, apply, pay for, and succeed in postsecondary education.

**Reinforce Action:** Assist students in completing critical steps of the college-going process.

GEAR UP TN focus areas and corresponding program services are tied to clearly specified and measurable indicators. To ensure progress is made towards the three national GEAR UP goals, project-specific objectives and corresponding performance measures have been established.

<table>
<thead>
<tr>
<th>Rigor: Increase the academic performance and preparation for postsecondary education for GEAR UP TN students.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The % of GEAR UP TN students who pass pre-algebra by the end of the 8th grade will be 10% higher than the comparison group.</td>
</tr>
<tr>
<td>The % of GEAR UP TN students who pass Algebra 1 by the end of the 9th grade will be 10% higher than the comparison group.</td>
</tr>
<tr>
<td>The % of GEAR UP TN students who take two years of math beyond Algebra 1 by the 12th grade will be 7% higher than the comparison group.</td>
</tr>
<tr>
<td>The % of GEAR UP TN students who demonstrate proficiency on state assessments in math and English will be 7% higher than the comparison group.</td>
</tr>
<tr>
<td>The % of GEAR UP TN students who take at least one EPSO, such as dual enrollment or AP coursework, will be 7% higher than the comparison group.</td>
</tr>
<tr>
<td>55% of GEAR UP TN students will place into college level math and English without the need for remediation.</td>
</tr>
</tbody>
</table>
The % of GEAR UP TN students who achieve a 19 or higher on the ACT and place out of remedial coursework will be 5% higher than the comparison group.

The % of GEAR UP TN students who achieve a 21 or higher on the ACT will be 5% higher than the comparison group.

**Reach Higher: Increase the number of GEAR UP TN schools with a strong college-going culture.**

85% of GEAR UP TN students will report that teachers expect them to go to college by the 12th grade.

The average daily attendance rate among GEAR UP TN students will be 5% higher than the comparison group.

The % of GEAR UP TN students who are on track for graduation at the end of each grade will be 5% higher than the comparison group.

**Relevance: Increase GEAR UP TN students’ ability to connect career goals with educational requirements.**

85% of GEAR UP TN students will report that they understand the education requirements necessary to achieve their career goals.

**Relationships: Increase the number of GEAR UP TN students who have meaningful relationships that foster academic and postsecondary success.**

Increase the % of families of GEAR UP TN students who actively engage in activities associated with assisting students in their path to college to a goal of 40% by students’ senior year.

70% of GEAR UP TN students will report having at least one trusting relationship with an educator.

**Raise Awareness: Increase GEAR UP TN students’ and their families’ knowledge of postsecondary education options, preparation, and financing.**

90% of GEAR UP TN students will be on-track to apply for college, measured by completion of the ACT/SAT by the 11th grade (GPRA 5).

90% of GEAR UP TN students will expect to obtain a postsecondary credential by senior year.

**Reinforce Action: Increase the rate of high school graduation and postsecondary enrollment of GEAR UP TN students.**

85% of eligible GEAR UP TN students will submit a TN Promise application in their senior year.

80% of eligible GEAR UP TN students will complete the FAFSA.

95% of GEAR UP TN students will graduate from high school on-time.

70% of GEAR UP TN students and former GEAR UP TN students will enroll in postsecondary education.

70% of GEAR UP TN students enrolled in college will be on-track to graduate on-time measured by completing at least 12 credit hours per semester.

**Grant Evaluation Requirements**
The evaluation seeks to determine the immediate and long-term impacts of the program towards meeting GEAR UP TN objectives and performance measures. The purpose of the evaluation is to: 1) assess the extent to which GEAR UP TN accomplishes project objectives; 2) identify effective practices and strategies for replication; and 3) provide feedback for programmatic improvement.

While the successful proposer will help finalize the scope of the evaluation plan, they are required to implement the evaluation design and methods of analysis approved in the GEAR UP TN grant proposal and described below. While the required evaluation components are outlined within this section, the proposer may choose to address additional areas that, in his/her professional opinion, would expand understanding of program outcomes and should be included.

- **GEAR UP TN Evaluation Design**
  
  The evaluation plan is guided within the context of a logic model, attached as RFP Attachment 6.2.3., which ensures that the plan is comprehensive and that methods are appropriate for program goals, objectives, and outcomes. Evaluation of the cohort must incorporate a quasi-experimental design using a retrospective comparison group, defined as students from the same schools who are one or two grade levels above the cohort of GEAR UP TN students. Evaluators will employ propensity-score matching to create a carefully matched comparison group using observable characteristics. This matched comparison group will serve as the primary counterfactual to assess the impact of GEAR UP TN on cohort student outcomes relative to what those outcomes would have been in absence of the intervention. Cohort students are identified in the eighth grade and tracked through their first year of postsecondary education. THEC is particularly interested in understanding the longitudinal and cumulative impacts of the GEAR UP TN program participation over time. Evaluators will analyze priority senior outcomes for any relevant performance measures (e.g., college enrollment) relative to baseline data. The overall evaluation should be guided by two research questions that pertain to both cohort and priority students:

  1) What is the impact of GEAR UP TN on high school graduation, college enrollment, and persistence?

  2) What specific services and level of service intervention have the strongest relationships with positive student outcomes?

- **Methods of Analysis**
  
  o **Quantitative Methods:** The evaluation plan must include both descriptive and inferential statistics. Quantitative analyses will be conducted on categorical and continuous variables; tests and methods include, but are not limited to, chi-square, correlations, t-tests, ANOVA, and linear regression. The primary summative impact analysis must employ logistic regression to evaluate the difference in students’ likelihood of enrolling in college, based on observable characteristics and their participation in GEAR UP TN. Data will be linked in a relational data management system through a unique identifier so that the effects of specific service interventions can be measured. Respondents will be expected to identify methods of analysis for each performance measure and explain the basis for their approach.

  o **Qualitative Methods:** The evaluation plan must incorporate biennial in-person focus groups of grant personnel and annual student surveys to complement the quantitative analysis and provide context to demonstrated measurable outcomes.

**Availability of Data from THEC**
The selected respondent will have access to student-level data collected and maintained by THEC in a third-party data management system. The evaluator will be required to sign a confidentiality agreement and meet state requirements for access to confidential data. The evaluator is required to collaborate with the online data management vendor to securely obtain data needed to complete the evaluation. The following table indicates the type of data THEC will make available and an approximate timeline each data item is collected.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DATA ITEMS</th>
<th>AVAILABILITY</th>
<th>POPULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demographics</td>
<td>Name, date of birth, grade level, year entered 9th grade, expected graduation year, enrollment status, Free and reduced lunch status, disability status, English language learner status, withdrawal reason</td>
<td>October, January</td>
<td>Cohort, priority, comparison group</td>
</tr>
<tr>
<td>Attendance</td>
<td>Absences</td>
<td>October, January</td>
<td>Cohort, priority, comparison group</td>
</tr>
<tr>
<td>High School Graduation Status</td>
<td>Graduation date, diploma type</td>
<td>Spring</td>
<td>Cohort, priority, comparison group</td>
</tr>
<tr>
<td>ACT</td>
<td>ACT Composite and subscores</td>
<td>October, January</td>
<td>Cohort, priority, comparison group</td>
</tr>
<tr>
<td>TN Ready State Standardized Test Data</td>
<td>Subject area proficiency level</td>
<td>Summer</td>
<td>Cohort, priority, comparison group</td>
</tr>
<tr>
<td>Transcript data</td>
<td>Course enrollment, course grades</td>
<td>Winter and summer</td>
<td>Cohort and comparison group</td>
</tr>
<tr>
<td>FAFSA Completion</td>
<td>FAFSA submission, verification, completion</td>
<td>August</td>
<td>Priority and cohort (12th grade only)</td>
</tr>
<tr>
<td>TN Promise Scholarship</td>
<td>TN Promise application submission</td>
<td>November</td>
<td>Priority and cohort (12th grade only)</td>
</tr>
<tr>
<td>College enrollment – National Student Clearinghouse</td>
<td>College enrollment date, institution name, full-time/ part-time</td>
<td>Spring or Summer</td>
<td>Priority and cohort (12th grade only)</td>
</tr>
<tr>
<td>GEAR UP TN Service Data</td>
<td>Service name, date, length of time</td>
<td>Ongoing</td>
<td>Cohort and Priority. Parents of Cohort and Priority students.</td>
</tr>
</tbody>
</table>

While respondents must adhere to the evaluation design depicted herein, the awarded contractor will develop a formal evaluation plan during the first year of the contract. The evaluation plan will describe the research design, objectives and performance metrics, including rationale for any changes, methods of quantitative and qualitative analysis, content and timeline of reports due to THEC and the USDOE, and technical support and trainings to be provided. Once approved by THEC, this plan will guide project evaluation.

The specific deliverables and requirements related to the project evaluation are located in the Pro Forma Contract in Attachment 6.6.

1.1.2. THEC has a maximum budget of $325,000 per year of the contract for the services to be procured.
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 33201-08118

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:

Doug Whitcomb, RFP Coordinator  
Central Procurement Office  
Tennessee Tower, 3rd Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
p. 615-507-6727  
Doug.Whitcomb@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 [http://www.tn.gov/generalservices/article/godbe-general-contacts](http://www.tn.gov/generalservices/article/godbe-general-contacts) 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 Supervisor
Central Procurement Office
William R. Snodgrass TN Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
O: 615-741-3836  F: 615-741-0684
helen.crowley@tn.gov

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

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

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent’s method of dispatch. 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: http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities.

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:

Tennessee Tower, 3rd Floor – Conference Room G
312 Rosa L. Parks Ave., Nashville, TN 37243

If you are unable to attend but would like to call into the meeting please follow instructions below:

To join via WebEx, click the link below. Use the access code and meeting password to view the live PowerPoint Presentation.

Join WebEx meeting
Meeting number (access code): 310 771 502
Meeting password: fMzmxaRX

Join from a video system or application
Dial 310771502@tngov.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-415-655-0003 US TOLL
Global call-in numbers

Can't join the meeting?

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>Tuesday, May 15, 2018</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 P.M.</td>
<td>Friday, May 18, 2018</td>
</tr>
<tr>
<td>3. Pre-response Conference</td>
<td>10:00 A.M.</td>
<td>Wednesday, May 23, 2018</td>
</tr>
<tr>
<td>4. Notice of Intent to Respond Deadline</td>
<td>2:00 P.M.</td>
<td>Thursday, May 24, 2018</td>
</tr>
<tr>
<td>5. Written “Questions &amp; Comments” Deadline</td>
<td>2:00 P.M.</td>
<td>Tuesday, May 29, 2018</td>
</tr>
<tr>
<td>6. State Response to Written “Questions &amp; Comments”</td>
<td></td>
<td>Tuesday, June 5, 2018</td>
</tr>
<tr>
<td>7. Response Deadline</td>
<td>2:00 P.M.</td>
<td>Friday, July 13, 2018</td>
</tr>
<tr>
<td>8. State Completion of Technical Response Evaluations</td>
<td></td>
<td>Thursday, August 2, 2018</td>
</tr>
<tr>
<td>9. State Opening &amp; Scoring of Cost Proposals</td>
<td>2:00 P.M.</td>
<td>Friday, August 3, 2018</td>
</tr>
<tr>
<td>10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection</td>
<td>2:00 P.M.</td>
<td>August 6, 2018</td>
</tr>
<tr>
<td>11. End of Open File Period</td>
<td></td>
<td>Monday, August 13, 2018</td>
</tr>
<tr>
<td>12. State sends contract to Contractor for signature</td>
<td></td>
<td>Monday, August 20, 2018</td>
</tr>
<tr>
<td>13. Contractor Signature Deadline</td>
<td>2:00 P.M.</td>
<td>Tuesday, August 21, 2018</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 must 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 8 ½” 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 original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document (bound or in a 3-ring binder) labeled: "RFP 33201-08118 TECHNICAL RESPONSE ORIGINAL"

and one (1) digital copy of the Technical Response 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 labeled: "RFP 33201-08118 TECHNICAL RESPONSE COPY"

The digital copy should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled: "RFP 33201-08118 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in either PDF or XLS format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled: "RFP 33201-08118 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN... RFP 33201-08118 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN... RFP 33201-08118 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFP 33201-08118 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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:

Doug Whitcomb, RFP Coordinator
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
p. 615-507-6727
Doug.Whitcomb@tn.gov

3.3. **Response & Respondent Prohibitions**

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

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

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

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

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

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

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

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

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

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

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

3.4. **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. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

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

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

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

4.9. **Contract Approval and Contract Payments**

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

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

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

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

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

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

4.10. Contractor Performance

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

4.11. Contract Amendment

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

4.12. Severability

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

4.13. **Next Ranked Respondent**

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

5.1. Evaluation Categories & Maximum Points

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

<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>60</td>
</tr>
<tr>
<td>Cost Proposal (refer to RFP Attachment 6.3.)</td>
<td>30</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. 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).

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

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

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

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

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

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 negotiation 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 33201-08118 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: http://www.tn.gov/generalservices/article/Public-Information-library.

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 #33201-08118
Page 24
### 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>Section A—Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
<td></td>
</tr>
<tr>
<td></td>
<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>
<td></td>
</tr>
<tr>
<td></td>
<td>The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., et. seq.).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Technical Response must NOT contain cost or pricing information of any type.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td></td>
<td>A.1. Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A.2. Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</td>
<td></td>
</tr>
</tbody>
</table>

**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.
<table>
<thead>
<tr>
<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>
<td>A.3.</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>
<tr>
<td></td>
<td>A.4.</td>
<td>Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.</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>RESPONDENT LEGAL ENTITY NAME:</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
</tr>
<tr>
<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>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>B.3.</td>
<td>Detail the number of years the Respondent has been in business.</td>
</tr>
<tr>
<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>B.5.</td>
<td>Describe the Respondent's number of employees, client base, and location of offices.</td>
</tr>
<tr>
<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>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>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>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.</td>
</tr>
</tbody>
</table>

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.
<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.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></td>
<td>B.11.</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></td>
<td>B.12.</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></td>
<td>B.13.</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></td>
<td>B.14.</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></td>
<td>B.15.</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</td>
</tr>
</tbody>
</table>
### Section B — General Qualifications & Experience Items

- 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.

**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](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.

**NOTES:**
- Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.
- Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.

### B.17.

Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent:

- two (2) accounts Respondent currently services that are similar in size to the State; and
- three (3) completed projects.

References from at least three (3) different individuals are required to satisfy the
requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and 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

(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).

(d) Do NOT open the sealed references upon receipt.

(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

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.

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.
### 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>entity (federal, state, or local) with commission of any of the offenses detailed above; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(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.</td>
</tr>
</tbody>
</table>

**B.19.** If applicable, please provide documentation of membership in the American Evaluation Association (AEA) and/or the American Educational Research Association (AERA).

**B.20.** Provide a statement of whether or not the Respondent has any current contracts evaluating education or GEAR UP grants or has completed any contracts evaluating education or GEAR UP grants 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 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 reference number, if applicable.

**NOTES:**
- Current or prior contracts evaluating education or GEAR UP grants are not a prerequisite and are not required for the maximum evaluation score and the existence of such contracts with the will not automatically result in the addition or deduction of evaluation points.

Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.

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

(maximum possible score = 10)

State Use – Evaluator Identification:
## TECHNICAL RESPONSE & EVALUATION GUIDE

### SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH

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

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

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

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

### RESPONDENT LEGAL ENTITY NAME:

<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>C.1</td>
<td>Experience: Provide a narrative that describes the Respondent's experience evaluating education or other grant programs, including GEAR UP, if applicable.</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.2</td>
<td>Technical components: Provide a narrative that describes the Respondent's understanding of the project requirements. Specifically, describe how the Respondent will complete the project deliverables, as described in the Pro Forma Contract Attachment 6.6 Section A.3. – A.13.</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3</td>
<td>Program improvement: Provide a narrative that describes how the Respondent will assist THEC in leveraging the evaluation to do the following: 1) assess the extent to which GEAR UP TN accomplishes project objectives; 2) identify effective practices and strategies for replication; and 3) provide feedback for program improvement.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4</td>
<td>Project management: Provide a description of how the Respondent will manage the project, including key personnel, qualifications, and the time and effort allocated to the evaluation.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------------------------------</td>
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</tr>
</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.

**Total Raw Weighted Score:**

(sum of Raw Weighted Scores above)

\[
\text{Total Raw Weighted Score:} \quad \text{Total Raw Weighted Score} \times 60 = \text{SCORE:}
\]

(i.e., 5 x the sum of item weights above)

(maximum possible score)

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:
GEAR UP TN Framework

Rigor: Academically prepare all students for postsecondary education through rigorous curriculum and academic support.

Strategy 1: Ensure all students have the necessary academic content knowledge and supports for success in postsecondary education. Academic preparation is the most effective means of increasing student postsecondary readiness, matriculation, and completion (i.e., Bedsworth, Colby, & Doctor, 2006). Per Adelman (1999), a rigorous high school curriculum has greater impact on postsecondary degree completion than any other pre-college indicator of academic preparation, regardless of socioeconomic status or race.

For many students, a lack of academic preparation results in remedial coursework in college. In 2015, 63.3% of first-time Tennessee college freshmen required remediation in math, reading, and/or writing (THEC, 2016). Alarmingly, first-time, full-time bachelor’s degree seeking students taking a remedial course are 74% more likely to drop out than their peers who do not require remedial coursework (Barry & Dannenberg, 2016). Research indicates that using early assessments to identify students who are on track for remedial coursework coupled with implementation of specific courses designed to address learning gaps decreases the need for developmental postsecondary coursework (Howell, Kurlender, & Godsky, 2010). To address GEAR UP TN students’ academic preparation, THEC GEAR UP TN staff, direct-service school teams, and the project evaluator will use state standardized test data (grades 7 – 12) and ACT assessments (grade 11) to identify students not on track to meet college readiness standards and design interventions to address identified gaps prior to the students’ enrollment in postsecondary education.

Strategy 2: Ensure all students have equitable access to course opportunities, especially early postsecondary opportunities. Low-income students often do not reap the benefits of a rigorous academic curriculum due to inequities in school course offerings and advisement. The highest level of mathematics reached in high school is a key marker of postsecondary momentum, with coursework beyond Algebra 2 being the tipping point toward a bachelor’s degree (Adelman, 2006). Low-income students are much more likely to attend schools that do not offer math above Algebra 2. Even when rigorous courses are offered, equity gaps persist. In GEAR UP TN-eligible schools, over 92% of economically disadvantaged students are not proficient in math.

Research also points to the positive impact EPSOs have on college enrollment and completion; yet, similar inequalities exist. TDOE data show that low-income students in Tennessee who take EPSOs are 17% more likely to enroll in college. Despite the positive impact EPSOs have on student outcomes, only 41% of 2015 graduates attempted early postsecondary coursework, either because EPSOs were not available or because students were not advised to enroll. Even more concerning, only 35% of males, 29% of low-income students, and 23% of African-American students attempted an EPSO. Partnering with Collaboratives to expand equitable access to EPSOs and refine advising practices will be a hallmark of the GEAR UP TN project.

Reach Higher: Create school and community environments characterized by expectations, policies, and initiatives that support all students’ pursuit of postsecondary education.

Strategy 1: Create college-going identities among students. In their book Ready, Willing, and Able: A Developmental Approach to College Access and Success, Bouffard and Savitz-Romer (2012) identify the importance of adolescents becoming active agents in their own postsecondary futures. By implementing strategies and professional development informed by adolescent development theory, GEAR UP TN will provide services that empower students to see themselves as college-goers who take positive, constructive actions toward their postsecondary goals.
**Strategy 2:** Create a schoolwide college-going culture and foster collective responsibility for the postsecondary preparedness and transition of all students. A school culture where the entire faculty, including administrators and teachers, ensure all students are prepared, support students in completing college applications, and push students to go to college is the single most consistent predictor of postsecondary enrollment (Roderick et al., 2008). This responsibility is typically placed on the shoulders of high school counselors; yet, with a ratio of 1:439 students, Tennessee has too few counselors to meet student need (TDOE, 2017). To effectively create a college-going culture and provide students with supports that ensure postsecondary preparation and transition, schools must leverage the entire school community.

**Relevance:** Connect career aspirations and skills to students’ educational goals.

**Strategy:** Provide students with progressively meaningful career experiences moving from awareness to exploration to immersion. Tennessee has defined college and career-ready students as those individuals who “graduate K-12 education with the knowledge, abilities, and habits to enter and complete postsecondary education without remediation and to seamlessly move into a career that affords them the opportunity to live, work, and sustain a living wage” (TDOE, 2016, p. 4). Creating strong links between career goals and the need for higher education is key to student postsecondary success. In fact, students making this connection are six times more likely to attain a degree (Bedsworth et al., 2006). By providing career exploration in middle and high school that is tied to postsecondary opportunities, GEAR UP TN students will clearly understand available learning and career pathways.

**Relationships:** Foster connections that strengthen students’ postsecondary success.

**Strategy 1:** Draw on the power of peers. Student relationships – both one-on-one and larger peer networks – have a significant impact on student decision-making, including decisions related to postsecondary planning (Bouffard & Savitz-Romer, 2012). Research has determined that students who are surrounded by peers who are going to college are four times more likely to enroll than youth with no friends going to college (Choy, Horn, Nunez, & Chen, 2000). To leverage the power of peer influence, GEAR UP TN will foster peer-oriented and directed college exploration and planning through activities specifically aligned to their interests.

**Strategy 2:** Engage families in college preparation opportunities. Families play a key role in determining students’ postsecondary path. One study demonstrates that 88% of students share their parents’ beliefs regarding acceptable careers and the appropriate preparation needed for those professions (Otto, 2000). Valuing and enhancing the role families play in the college-going process is a key strategy of GEAR UP TN implementation. To best leverage the influence parents have on students’ decision-making, Bouffard and Savitz-Romer (2012) suggest practitioners commit to ongoing, accessible communication with families, engage families in college planning events, and implement services that allow active collaboration between students and their families.

**Strategy 3:** Provide opportunities for every student to develop positive mentoring relationships. Research shows that mentoring has a positive impact on a range of student outcomes, including grade promotion, absenteeism, academic goal achievement, school connection, college aspirations, and postsecondary transition and success (Coles, 2011). A field study by Carrell & Sacerdote (2013) concludes that college-focused mentoring raised the college-going rate among participants by 5.7%. GEAR UP TN will leverage mentoring relationships to develop students’ college-going identity and facilitate successful postsecondary transition.

**Raise Awareness:** Promote early awareness of the steps necessary to prepare, apply, pay for, and succeed in postsecondary education.

**Strategy 1:** Communicate with students and their families about postsecondary and career options early and often. Many students report discussions about postsecondary options begin during their junior and senior years of high school (TDOE, 2017). By this time, many students have already made choices that may limit their options. Schools that effectively counsel students into postsecondary take proactive steps to ensure students are thinking about their postsecondary and career options as early as possible, ideally
starting in middle school.

**Strategy 2:** Demystify the process of applying and paying for postsecondary education. Research indicates that clarifying the steps leading to postsecondary education has a significant impact on enrollment. For example, students whose parents receive information and assistance in completing financial aid forms are 8.1 percentage points more likely to enroll in college (Bettinger, Long, Oreopoulos, & Sambonmatsu, 2012). Beginning when students are in middle school, GEAR UP TN will provide students and their families information about types of postsecondary institutions, the net-price of college, degree programs linked to career options, and financial aid.

**Reinforce Action:** Assist students in completing critical steps of the college-going process. The five previous focus areas culminate in a series of actions that take place during a student’s junior and senior years. Creating schoolwide structures, expectations, and specific services to facilitate students’ transition to postsecondary education manifest the college-going culture GEAR UP TN will continue to build. Academic preparation and aspirations are not enough if schools do not have organizational norms and structures in place to effectively guide students through the postsecondary application process (Roderick et al., 2011). Providing such infrastructure is a powerful catalyst to increasing access to postsecondary education. Oreopoulos and Ford (2016) determined that helping students select institutions, apply for admission, and complete a financial aid application increased application rates by 14% and college enrollment by 5.2%. GEAR UP TN will expand two promising interventions from previous GEAR UP TN grants, Path to College Events and College Planning Sessions, to provide students hands-on assistance in completing key milestones.
Minimum Required Services

The table below provides an outline of the services, at minimum, schools will incorporate into their annual GEAR UP TN work plans. Services will be refined and expanded to meet schools' individual needs. These services are designed to increase the percentage of students taking rigorous courses that reflect challenging academic standards and reduce the need for remedial education; increase the percentage of secondary completion; increase students' knowledge of and access to financial aid for postsecondary education; and increase the percentage of students enrolling and succeeding in postsecondary education. Services to 12th grade students are listed under the Priority heading and will be offered each year. The table also highlights the GEAR UP TN focus area addressed by each service. Research supporting the likelihood services will improve student outcomes is provided in the caption below.

<table>
<thead>
<tr>
<th>Class of 2023 (Cohort)</th>
<th>Years of Service</th>
<th>Priority</th>
<th>Related GU Focus Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Rigor</td>
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<tr>
<td>Academic tutoring/support/workshops(^1,2)</td>
<td>1 2 3 4 5 6</td>
<td></td>
<td>X X X X X X X X</td>
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<tr>
<td>ACT/SAT preparation(^3)</td>
<td></td>
<td>X X X X X X X X</td>
<td></td>
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<tr>
<td>EPSO expansion and advising(^4)</td>
<td></td>
<td>X X X X X X X X</td>
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<tr>
<td>Credit recovery opportunities(^1,2)</td>
<td></td>
<td>X X X X X X X X</td>
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<tr>
<td>College access/success counseling(^5,6)</td>
<td></td>
<td>X X X X X X X X</td>
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<tr>
<td>Prof., peer-peer and near-peer mentoring(^5,7,8)</td>
<td></td>
<td>X X X X X X X X</td>
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<tr>
<td>Student/family events (course selection, fin. literacy, career exploration, college match)(^5,7,10)</td>
<td></td>
<td>X X X X X X X X</td>
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<tr>
<td>College site visits(^9)</td>
<td></td>
<td>X X X X X X X X</td>
<td></td>
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<tr>
<td>College Application Week(^6,11)</td>
<td></td>
<td>X X X X X X X X</td>
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<tr>
<td>College Planning Night(^12)</td>
<td></td>
<td>X X X X X X X X</td>
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</table>

RFP #33201-08118
Page 37
<table>
<thead>
<tr>
<th>Event</th>
<th>Code</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
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<tbody>
<tr>
<td>College Signing Day</td>
<td></td>
<td>X</td>
<td>X</td>
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<tr>
<td>TN FAFSA Frenzy / FAFSA workshops&lt;sup&gt;3,9,12&lt;/sup&gt;</td>
<td></td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>Summer enrichment and academic camps</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>Job site visits and career experiences&lt;sup&gt;1,13&lt;/sup&gt;</td>
<td></td>
<td>X</td>
<td>X</td>
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<tr>
<td>Remediation reduction camps&lt;sup&gt;7&lt;/sup&gt;</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
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<tr>
<td>College transition/retention programs (i.e., texting)&lt;sup&gt;15&lt;/sup&gt;</td>
<td></td>
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<tr>
<td>Issue 21st Century Scholar Certificates</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>ACT curriculum alignment workshops</td>
<td></td>
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<td>X</td>
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<tr>
<td>Seamless Alignment and Integrated Learning Support&lt;sup&gt;14&lt;/sup&gt;</td>
<td></td>
<td>X</td>
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<tr>
<td>Faculty training (college options, fin. aid, etc.)&lt;sup&gt;6&lt;/sup&gt;</td>
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<tr>
<td>GEAR UP TN training for site coordinators and school administrators,</td>
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<td>including National Council for Community and Education Partnerships</td>
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<td>capacity building workshops and annual conferences.</td>
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<sup>1</sup>Bedsworth et al., 2006; <sup>2</sup>Adelman, 1999; <sup>3</sup>Allensworth et al., 2008; <sup>4</sup>An, 2013; <sup>5</sup>Boufferd & Savitz-Romer, 2012; <sup>6</sup>Roderick et al., 2008; <sup>7</sup>Choy et al., 2000; <sup>8</sup>Carrell & Sacerdote, 2013; <sup>9</sup>Bettinger et al., 2012; <sup>10</sup>Otto, 2000; <sup>11</sup>Okerson, 2016; <sup>12</sup>Oreopoulos & Ford, 2016; <sup>13</sup>Orthner et al., 2013; <sup>14</sup>Howell et al., 2010; <sup>15</sup>Castleman & Page, 2015.
<table>
<thead>
<tr>
<th>Inputs</th>
<th>Process/Activities</th>
<th>Outputs/Participation</th>
<th>Short-term Outcomes</th>
<th>Long-term Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Federal GU funds</td>
<td><strong>Rigor:</strong> align curriculum - ACT, EPSO, tutoring.</td>
<td><strong>Students:</strong></td>
<td><strong>Students will:</strong></td>
<td><strong>Rigor:</strong> academic performance &amp; PSE preparation</td>
</tr>
<tr>
<td>• THEC staff</td>
<td><strong>Reach Higher:</strong> college-going culture, high expectations for all students.</td>
<td><strong># students participating in GU services</strong></td>
<td><strong>• Pass rigorous coursework</strong></td>
<td><strong>Reach Higher:</strong> GU schools have a strong college-going culture</td>
</tr>
<tr>
<td>• Full-time GU Site Coordinators</td>
<td><strong>Relevance:</strong> career exploration, job shadowing, career fairs.</td>
<td><strong># students taking EPSOs</strong></td>
<td><strong>• Earn early PSE credit</strong></td>
<td></td>
</tr>
<tr>
<td>• Statewide partners</td>
<td><strong>Relationships:</strong> foster peer/family/mentor relationships. Engage families in the PSE-going process.</td>
<td><strong># students taking ACT/SAT</strong></td>
<td><strong>• Attend school regularly</strong></td>
<td></td>
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<tr>
<td>• Local steering committees</td>
<td><strong>Raise Awareness:</strong></td>
<td><strong># FAFSA, scholarship, PSE applications</strong></td>
<td><strong>• Take ACT, 🆕 scores</strong></td>
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<tr>
<td>• Best practices, research and evaluation results</td>
<td></td>
<td><strong># college visits</strong></td>
<td><strong>• Graduate from HS on time</strong></td>
<td></td>
</tr>
<tr>
<td>• Schools with low college enrollment, test scores, college readiness</td>
<td></td>
<td><strong>Families</strong></td>
<td><strong>• Enroll in PSE</strong></td>
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</tr>
<tr>
<td>• Students / families lack knowledge of postsecondary</td>
<td></td>
<td><strong># families participating in services</strong></td>
<td><strong>• Identify as college-bound</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong># students &amp; parents discussing PSE</strong></td>
<td><strong>Families will:</strong></td>
<td></td>
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<td><strong>Schools &amp; Communities</strong></td>
<td><strong>Schools &amp; Communities will:</strong></td>
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<td></td>
<td></td>
<td><strong># educators participating in PD</strong></td>
<td><strong>• Align curriculum w/ ACT</strong></td>
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<td></td>
<td><strong>Rigor:</strong> academic performance &amp; PSE preparation</td>
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<td></td>
<td><strong>Reach Higher:</strong> GU schools have a strong college-going culture</td>
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<td></td>
<td><strong>Relevance:</strong> Students connect career goals w/ educational requirements</td>
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<tr>
<td></td>
<td><strong>Relationships:</strong> Students have relationships that foster academic and postsecondary success</td>
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<tr>
<td></td>
<td><strong>Raise Awareness:</strong></td>
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</tbody>
</table>
| education (PSE) options & financing | exposure to PSE, Path to College events, college visits. **Reinforce Action:** 1 on 1 counseling, assistance w/ FAFSA, scholarship & PSE applications | Collateral material produced  
Steering committee meetings  
# and strength of local partners | Expect PSE enrollment & success for all students  
Offer & expand EPSOs  
Provide PD for educators  
Use evaluation findings  
Involve community partners in GU sustainability plans | options, preparation, & financing among students and families  
**Reinforce Action:** ↑ rates of high school graduation and postsecondary enrollment |
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<td>• High poverty rural/urban communities</td>
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<td>• Limited partnerships among districts, colleges, &amp; businesses</td>
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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 providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract, for the entire contract period. The Cost Proposal shall remain valid for at least 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: Please note that THEC has a maximum budget of $325,000 per year of the contract for the services to be procured.

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 any goods or services from the Contractor in any specific dollar amounts or to request any goods or services 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 this RFP. If the individual signing this Cost Proposal is not the President or Chief Executive Officer, the Respondent must attach evidence to the Cost Proposal showing the individual’s authority to legally bind the Respondent.
<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>State Use ONLY</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>09/01/2018 — 08/31/2019</td>
<td>09/01/2019 — 08/31/2020</td>
</tr>
<tr>
<td>GEAR UP TN Grant External Evaluation</td>
<td>$ /QTR</td>
<td>$ /QTR</td>
</tr>
</tbody>
</table>

**TOTAL 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.

\[
\text{lowest evaluation cost amount from all proposals} \times 30 = \text{SCORE:}
\]

*State Use – Solicitation Coordinator Signature, Printed Name & Date:*

**SHAUNA JENNINGS, ASSOC. GEN. COUNSEL**

**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.
RFP 33201-08118 REFERENCE QUESTIONNAIRE

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

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form). Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- 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.

(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>
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<tbody>
<tr>
<td>TITLE:</td>
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<tr>
<td>TELEPHONE:</td>
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<tr>
<td>E-MAIL ADDRESS:</td>
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</tbody>
</table>

(3) What evaluation 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 evaluation services described above?

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

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<tbody>
<tr>
<td>least satisfied</td>
<td></td>
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</table>

RFP #33201-08118
Page 44
If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the evaluation services that the reference subject provided to your company or organization are completed, were the evaluation 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 evaluation services to your company or organization, are these 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 the evaluation services does/did the reference subject excel?

(9) In what areas of evaluation services 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 evaluation 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 evaluation 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?
### 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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<tbody>
<tr>
<td>Evaluator 1</td>
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<td>Evaluator 2</td>
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<td>Evaluator 3</td>
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<td>Evaluator 4</td>
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<td>Evaluator 5</td>
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<tr>
<td><strong>AVERAGE:</strong></td>
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<thead>
<tr>
<th>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH (maximum: 60)</th>
<th>RESPONDENT NAME</th>
<th>RESPONDENT NAME</th>
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<tbody>
<tr>
<td>Evaluator 1</td>
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<td>Evaluator 5</td>
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<td><strong>AVERAGE:</strong></td>
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<tr>
<th>COST PROPOSAL (maximum: 30)</th>
<th>SCORE:</th>
<th>SCORE:</th>
<th>SCORE:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL RESPONSE EVALUATION SCORE:</strong> (maximum: 100)</td>
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</table>

Solicitation Coordinator Signature, Printed Name & Date:
RFP ATTACHMENT 6.6.

RFP 33201-08118 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.

If the contract is awarded to a governmental entity established pursuant to Tennessee Code Annotated and separate and apart from the State (e.g., institution of higher education, a human resource agency, a developmental district, etc.), the standard terms and conditions of the contract shall be revised accordingly.
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HIGHER EDUCATION COMMISSION
 AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Tennessee Higher Education Commission ("THEC" or "State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Scope of Goods or Services Caption, 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. Background. THEC was awarded funds through the U.S. Department of Education (USDOE) for a seven-year GEAR UP Grant (GEAR UP TN), a federal discretionary grant program designed to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education by providing services to students in high-need middle and high schools and through the first year of college. These services include providing financial aid information and application assistance, encouraging enrollment in rigorous and challenging coursework, and improving the number of students who graduate from high school and enroll in postsecondary education.

GEAR UP TN will serve a cohort of approximately 3,250 students from the class of 2023 beginning in the 8th grade and continuing through their first year of college. Additionally, GEAR UP TN will provide services to approximately 2,750 priority seniors at participating high schools each year of the grant. GEAR UP TN schools will be selected through a competitive application process. To be eligible, high schools must meet two requirements: 1) have a college-going rate at or below the state average, based on the most recent three years of data supplied by THEC; and 2) have at least fifty percent of students eligible for free or reduced-priced lunch. Eligible high schools will partner with: 1) feeder middle school(s) with at least fifty percent of students eligible for free or reduced-priced lunch; 2) their local board of education; 3) at least one postsecondary institution; and 4) at least two community-based organizations or local businesses to form a GEAR UP TN Collaborative. THEC will select participating schools through a competitive selection process, award GEAR UP TN subcontracts, and begin grant implementation in the spring of 2018 with student service implementation beginning fall 2018. Awards will be made to eligible high schools that apply in collaboration with partners, as specified above, meet all other proposal requirements, and rank highest among applicants based on an external panel review and interview process.

a. GEAR UP TN Framework. Through college-readiness interventions at participating schools, GEAR UP TN will address needs related to three national GEAR UP goals:

(1) Increase the academic performance and preparation for postsecondary education for GEAR UP TN students.

(2) Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP TN students.
(3). Increase GEAR UP TN students’ and their families’ knowledge of postsecondary education options, preparation, and financing.

b. Framework Focus Areas. GEAR UP TN is driven by a theoretical framework that is founded on current college access and success research, experience in implementing successful college access programs, and replication of effective practice gleaned from the state and nation. The GEAR UP TN framework is organized around six focus areas: Rigor, Reach Higher, Relevance, Relationship, Raise Awareness, and Reinforce Action.

- Rigor: Academically prepare all students for postsecondary education through rigorous curriculum and academic support.
- Reach Higher: Create school and community environments characterized by expectations, policies, and initiatives that support all students’ pursuit of postsecondary education.
- Relevance: Connect career aspirations and skills to students’ educational goals.
- Relationship: Foster connections that strengthen students’ postsecondary success.
- Raise Awareness: Promote early awareness of the steps necessary to prepare, apply, pay for, and succeed in postsecondary education.
- Reinforce Action: Assist students in completing critical steps of the college-going process.

GEAR UP TN focus areas and corresponding program services are tied to clearly specified and measurable indicators. A detailed overview of the GEAR UP TN Framework and Minimum Required Services are attached as Attachment A and Attachment B, respectively. To ensure progress is made towards the three national GEAR UP goals, project-specific objectives and corresponding performance measures have been established.

- Rigor: Increase the academic performance and preparation for postsecondary education for GEAR UP TN students.
  - The percentage of GEAR UP TN students who pass pre-algebra by the end of the 8th grade will be 10% higher than the comparison group.
  - The percentage of GEAR UP TN students who pass Algebra 1 by the end of the 9th grade will be 10% higher than the comparison group.
  - The percentage of GEAR UP TN students who take two years of math beyond Algebra 1 by the 12th grade will be 7% higher than the comparison group.
  - The percentage of GEAR UP TN students who demonstrate proficiency on state assessments in math and English will be 7% higher than the comparison group.
  - The percentage of GEAR UP TN students who take at least one EPSO, such as dual enrollment or AP coursework, will be 7% higher than the comparison group.
  - 55% of GEAR UP TN students will place into college level math and English without the need for remediation.
  - The percentage of GEAR UP TN students who achieve a 19 or higher on the ACT and place out of remedial coursework will be 5% higher than the comparison group. The % of GEAR UP TN students who achieve a 21 or higher on the ACT will be 5% higher than the comparison group.

- Reach Higher: Increase the number of GEAR UP TN schools with a strong college-going culture.
85% of GEAR UP TN students will report that teachers expect them to go to college by the 12th grade.

The average daily attendance rate among GEAR UP TN students will be 5% higher than the comparison group.

The percentage of GEAR UP TN students who are on track for graduation at the end of each grade will be 5% higher than the comparison group.

Relevance: Increase GEAR UP TN students’ ability to connect career goals with educational requirements.

85% of GEAR UP TN students will report that they understand the education requirements necessary to achieve their career goals.

Relationships: Increase the number of GEAR UP TN students who have meaningful relationships that foster academic and postsecondary success.

Increase the percentage of families of GEAR UP TN students who actively engage in activities associated with assisting students in their path to college to a goal of 40% by students’ senior year.

70% of GEAR UP TN students will report having at least one trusting relationship with an educator.

Raise Awareness: Increase GEAR UP TN students’ and their families’ knowledge of postsecondary education options, preparation, and financing.

90% of GEAR UP TN students will be on-track to apply for college, measured by completion of the ACT/SAT by the 11th grade Government Performance and Results Act (GPRA 5).

90% of GEAR UP TN students will expect to obtain a postsecondary credential by senior year.

Reinforce Action: Increase the rate of high school graduation and postsecondary enrollment of GEAR UP TN students.

85% of eligible GEAR UP TN students will submit a TN Promise application in their senior year.

80% of eligible GEAR UP TN students will complete the Free Application for Federal Student Aid (FAFSA).

95% of GEAR UP TN students will graduate from high school on-time.

70% of GEAR UP TN students and former GEAR UP TN students will enroll in postsecondary education.

70% of GEAR UP TN students enrolled in college will be on-track to graduate on-time measured by completing at least 12 credit hours per semester.

c. Evaluation Factors. The evaluation seeks to determine the immediate and long-term impacts of the program towards meeting GEAR UP TN objectives and performance measures. The purpose of the evaluation is to: 1) assess the extent to which GEAR UP TN accomplishes project objectives; 2) identify effective practices and strategies for replication; and 3) provide feedback for programmatic improvement.

[Contractor] shall develop a project evaluation plan in Year 1 of the contract implementing the evaluation design and methods of analysis approved in the GEAR UP TN grant proposal and described below. While the required evaluation components are outlined
within this section, [Contractor] may address additional areas, with THEC approval, that will expand the understanding of program outcomes.

(1) GEAR UP TN Evaluation Design: The evaluation plan is guided within the context of a logic model, attached as Attachment C, which ensures that the plan is comprehensive and that methods are appropriate for program goals, objectives, and outcomes. Evaluation of the cohort students, identified in the eighth grade and tracked through their first year of postsecondary education, must incorporate a quasi-experimental design using a retrospective comparison group, defined as students from the same schools who are one or two grade levels above the cohort of GEAR UP TN students. [Contractor] shall employ propensity-score matching to create a carefully matched comparison group using observable characteristics. This matched comparison group will serve as the primary counterfactual to assess the impact of GEAR UP TN on cohort student outcomes relative to what those outcomes would have been in absence of the intervention. The evaluation and analysis shall provide THEC an understanding of the longitudinal and cumulative impacts of the GEAR UP TN program participation. [Contractor] will analyze priority senior outcomes for any relevant performance measures (e.g., college enrollment) relative to baseline data. The evaluation design should be guided by three overarching goals:

i. Assess the extent to which GEAR UP TN accomplishes project objectives;

ii. Identify effective practices and strategies for replication; and

iii. Provide feedback for programmatic improvement.

(2) Methods of Analysis:

i. Quantitative Methods: The evaluation plan must include both descriptive and inferential statistics. Quantitative analyses will be conducted on categorical and continuous variables; tests and methods include, but are not limited to, chi-square, correlations, t-tests, ANOVA, and linear regression. The primary summative impact analysis must employ logistic regression to evaluate the difference in students’ likelihood of enrolling in college, based on observable characteristics and their participation in GEAR UP TN. Data will be linked in a relational data management system through a unique identifier so that the effects of specific service interventions can be measured.

ii. Qualitative Methods: The evaluation plan must incorporate biennial in-person focus groups of grant personnel and annual student surveys to complement the quantitative analysis and provide context to demonstrated measurable outcomes.

**CONTRACT DELIVERABLES**

**A.3. Evaluation Planning, Design, and Implementation - Year 1 Only.** [Contractor] shall provide, at minimum, the following evaluation planning, design, and implementation:

a. Finalize evaluation plan, performance measures, and targets. While it is expected that [Contractor’s] proposal, attached as Attachment E, adhere to the requirements described in Section A.2., the Contractor will prepare a formal evaluation plan articulating the research questions, evaluation design, performance measures, methods of quantitative and qualitative analysis methods, including implementation timeline, schedule for
reporting due to THEC and the USDOE, and training for grant staff. The evaluation plan must address how both cohort and priority student outcomes will be measured longitudinally relative to baseline and/or comparison group data. [Contractor] will work with THEC staff to modify performance measures and targets after baseline data is analyzed, if applicable.

b. Create comparison group. [Contractor] shall create a carefully matched comparison group using the criteria described in Section A.2.C.1.

c. Analyze baseline data. [Contractor] shall analyze student-level data, comparison group, and/or aggregate school-level baseline data for all relevant objectives and performance measures.

A.4. Quantitative Data Analysis. [Contractor] shall analyze quantitative data through inferential and descriptive statistics, outlined in Section A.2.C.2 to assess relationships between variables of interest and relevant outcomes. Quantitative data analysis shall be conducted to assess progress along the project performance measures and additional research questions identified by THEC staff. Data analysis shall take place up to three (3) times annually: 1) prior to the federal Annual Performance Report (APR) due in April, 2) for the annual formative report and needs assessments due in May (schedule to be finalized in the year 1 evaluation plan); and 3) upon receipt of college enrollment data. Data analysis may also take place on an as-needed basis if new data becomes available out of cycle. For example, as college enrollment data becomes available each summer, it is expected that [Contractor] will provide THEC with college-going information for that academic year. The plan must describe the proposed methods of analysis for each objective.

A.5. Qualitative Data Instruments, Administration, and Data Analysis. The evaluation plan must include annual student surveys and biennial focus groups of school staff, beginning in the 2018-2019 academic year. In total, surveys and focus groups shall be conducted when cohort students are in the 8th, 10th, and 12th grades. [Contractor] shall be responsible for developing and administering the qualitative data instruments (surveys, focus group protocol, etc.). [Contractor] is expected to provide an online and paper survey option, collect survey responses, and analyze results. [Contractor] shall be responsible for conducting in-person focus groups in Tennessee every other academic year. Focus groups may take place in Nashville or in each of the three grand divisions of the state (East, Middle, and West). Following each focus group, the Contractor shall produce a written report for THEC staff.

A.6. Annual Performance Report. The evaluation is a required component of the federal APR, due to the USDOE annually on April 15. [Contractor] is responsible for completing data analysis and providing information needed to complete the table located in APR Section II (Narrative Formation): Question 5. If needed, [Contractor] must also collaborate with the data management vendor to verify or produce data for APR Sections IV., V., and VI. Data must be provided no later than March 15 each year. A copy of the APR is available at https://www2.ed.gov/programs/gearup/performance.html.

A.7. Annual Formative Reports - Years 2 - 6. [Contractor] will produce annual formative evaluation reports each spring following submission of the APR. The reports will address: 1) the research questions, objectives, and performance metrics, 2) provide descriptive statistics about cohort and priority students, and 3) trends in GEAR UP service participation, survey results, and outcomes of interest for which data are available. Formative reports may include a spotlight analysis each year where the evaluation explores a topic of interest to THEC staff. In addition to the report provided to THEC, [Contractor] will produce abbreviated reports or one-pagers for each participating Collaborative and for grant-wide outcomes. In lieu of a formative evaluation report in the first year, [Contractor] will prepare the evaluation plan described in Contract Section A.3., determine a comparison group, and analyze baseline data, if available.
A.8. **Needs Assessment.** [Contractor] shall produce a formal needs assessment for each participating high school each spring following submission of the APR. This may be included as a component of the annual formative reports or may be provided as a separate document. The needs assessment will build upon the formative evaluation reports by identifying gaps in service participation and completion of important college-going milestones, areas for improvement, and recommendations. The assessments will also identify at-risk students in need of intervention based on specific indicators such as attendance and course grades.

A.9. **Final Summative Reports - Year 6 Only.** [Contractor] shall produce a final summative evaluation report due within ninety (90) days of the conclusion of the grant. This report will assess program outcomes and seek to determine whether program metrics were achieved. It is expected that the evaluation consider the longitudinal nature of the data available. For example, it is of interest to THEC to explore whether students must receive early and continuous intervention to obtain a successful outcome or if intervention at any point in time produces successful outcomes.

A.10. **On-Site Presentation and Technical Assistance.** [Contractor] shall travel to Tennessee annually to provide an on-site presentation of evaluation findings and conduct a technical assistance workshop for school personnel. [Contractor] will provide training to Collaboratives and THEC staff in understanding and using data to improve outcomes. [Contractor] shall assist Collaborative staff in using their needs assessments to create school-based goals and inform their annual work plan. In the years when focus groups are conducted, the technical assistance workshop and on-site presentation may take place at the same time to reduce the need for additional travel.

A.11. **College and Career Readiness Evaluation Consortium.** [Contractor] will be expected to attend two (2) national College and Career Readiness Evaluation Consortium (CCREC) meetings per year that take place in February and July in various locations. GEAR UP TN is a member of the multi-state organization seeking to evaluate the GEAR UP program on a national scale. Member states share de-identified student-level data to assess the impact of common interventions.

A.12. **Collaboration with Third-Party Data Management Vendor.** [Contractor] is expected to collaborate with the vendor for the GEAR UP TN data management system to securely obtain data needed for the evaluation.

A.13. **Data Transfer and Grant Close.** Within ninety (90) days of grant conclusion, [Contractor] shall provide THEC with copies of all data and materials collected during the life of the grant. [Contractor] will provide THEC’s College Access and Success Division with raw data in addition to copies of all data analyses, findings, reports, presentations, and research studies. The Contractor must provide a complete data set with a full codebook that incorporates all data collected over the course of the project. The codebook should include variable names, value labels, definitions, basic descriptive statistics and distributions, and missing values. [Contractor] shall create or provide a Secure File Transfer Protocol (SFTP) to exchange data files, not already established. All documents must be provided electronically; THEC may request additional copies in printed form. Information produced under this scope of services may not be reproduced or published without permission from THEC. A statement may be requested verifying that data will be destroyed at the conclusion of the grant.

A.14. **Continued Cooperation.** [Contractor] shall cooperate with THEC related to these contract activities for a period of up to three (3) years from the close of the project. This may include, but not be limited to, requests for information, participation in interviews, providing project documents and information; as well as records or documents.

A.15. **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

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conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

A.16. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective beginning September 1, 2018 (“Effective Date”) and ending September 23, 2024 the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

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

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:
### Goods or Services Description

<table>
<thead>
<tr>
<th>Goods or Services Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEAR UP TN External Evaluation Services</td>
<td>09/01/2018 - 08/31/2019</td>
</tr>
<tr>
<td>GEAR UP TN External Evaluation Services</td>
<td>09/01/2019 - 08/31/2020</td>
</tr>
<tr>
<td>GEAR UP TN External Evaluation Services</td>
<td>09/01/2020 - 08/31/2021</td>
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<tr>
<td>GEAR UP TN External Evaluation Services</td>
<td>09/01/2021 - 08/31/2022</td>
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<td>GEAR UP TN External Evaluation Services</td>
<td>09/01/2022 - 08/31/2023</td>
</tr>
<tr>
<td>GEAR UP TN External Evaluation Services</td>
<td>09/01/2023 - 09/23/2024</td>
</tr>
</tbody>
</table>

### Travel Compensation

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

### 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 quarterly and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Higher Education Commission  
GEAR UP TN  
Suite 1900, Parkway Towers  
404 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: Tennessee Higher Education Commission College Access and Success Division GEAR UP TN;
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.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.

THEC:

Troy Grant, Associate Executive Director of College Access Initiatives
Tennessee Higher Education Commission
Suite 1900, Parkway Towers
404 James Robertson Parkway
Nashville, TN  37243
Troy.Grant@tn.gov
Telephone Number: 615.532.0423

Leigh Ann Bodie Associate Director for College Access Initiatives
Tennessee Higher Education Commission
Suite 1900, Parkway Towers
404 James Robertson Parkway
Nashville, TN  37243
Email: LeighAnn.Bodie@tn.gov
Telephone: 615.532.0406

Shauna Jennings, Associate General Counsel
Tennessee Higher Education Commission
Suite 1900, Parkway Towers
404 James Robertson Parkway
Nashville, TN  37243
Email: Shauna.Jennings@tn.gov
Telephone: 615.253.7462

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. **Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
   (2) Layoff or termination;
   (3) Rates of pay or other forms of compensation; and
   (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
b. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

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 D, 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 for 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.

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 for the State to enforce the terms of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees 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 applicable state and federal laws and regulations in the 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. 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 - 407.

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

D.31. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §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 over fifty thousand dollars ($50,000) must be approved by the State. The deductible 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.

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 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 Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

   (1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, 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 bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

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 and employer liability insurance in the amounts required by appropriate state statutes.
(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

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.

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. 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.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et. seq., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.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. **Contractor Hosted Services and Confidential Data.**

   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’s processing environment containing Confidential State Data shall 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 (iii) American Institute of Certified Public Accountants (“AICPA”) Service Organization Controls (“SOC”) 2 Type II certified. The Contractor shall provide proof of current certification annually and upon State request.


   (5) In the event that the operating system is an integral part of the application, the Contractor agrees to maintain Operating Systems at current, manufacturer supported versions. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

   (6) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. The Contractor shall make sure that the Application is at all times fully compatible with a manufacturer-supported Operating System; the State shall not be required to run an Operating System that is no longer supported by the manufacturer.

   (7) 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.

   (8) With advance notice from the State, and no more than one (1) time per year the Contractor agrees to allow the State to perform logical and physical audits of the Contractor’s facility and systems that are hosting Confidential State Data.
9) 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. “Penetration Tests” shall be in the form of software attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses, and potentially gaining access to the computer's features and data. The “Vulnerability Assessment” shall have the goal of defining, identifying, and classifying the security holes (vulnerabilities) in the Contractor’s computer, network, or communications infrastructure. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Contractor’s Processing Environment.

b. Business Continuity Requirements. The Contractor shall maintain a 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: [NUMBER OF HOURS/MINUTES]

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: [NUMBER OF HOURS/MINUTES]

(2) The Contractor 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.

c. 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.

d. 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.

E. 8. 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 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.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

E.10. 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 and/or procure that Contractor is in full compliance with its
obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or
at the State’s direction at any time in its sole discretion, whichever is earlier, Contractor shall
immediately return to the State any and all PII which it has received under this Contract and shall
destroy all records of such PII.

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

E.11. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the
Contractor to provide supplies or services that are funded in whole or in part by federal funds that
are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements,
including but not limited to those set forth herein, of FFATA are met and that the Contractor
provides information to the State as required.

The Contractor shall comply with the following:

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

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

   i. 80 percent or more of the Contractor’s annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

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

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

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

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

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

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

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

IN WITNESS WHEREOF,
CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE                  DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HIGHER EDUCATION COMMISSION:

MIKE KRAUSE, EXECUTIVE DIRECTOR                  DATE
GEAR UP TN Framework

**Rigor:** Academically prepare all students for postsecondary education through rigorous curriculum and academic support.

**Strategy 1:** Ensure all students have the necessary academic content knowledge and supports for success in postsecondary education. Academic preparation is the most effective means of increasing student postsecondary readiness, matriculation, and completion (i.e., Bedsworth, Colby, & Doctor, 2006). Per Adelman (1999), a rigorous high school curriculum has greater impact on postsecondary degree completion than any other pre-college indicator of academic preparation, regardless of socioeconomic status or race.

For many students, a lack of academic preparation results in remedial coursework in college. In 2015, 63.3% of first-time Tennessee college freshmen required remediation in math, reading, and/or writing (THEC, 2016). Alarmingly, first-time, full-time bachelor’s degree seeking students taking a remedial course are 74% more likely to drop out than their peers who do not require remedial coursework (Barry & Dannenberg, 2016). Research indicates that using early assessments to identify students who are on track for remedial coursework coupled with implementation of specific courses designed to address learning gaps decreases the need for developmental postsecondary coursework (Howell, Kurlender, & Godsky, 2010). To address GEAR UP TN students’ academic preparation, THEC GEAR UP TN staff, direct-service school teams, and the project evaluator will use state standardized test data (grades 7 – 12) and ACT assessments (grade 11) to identify students not on track to meet college readiness standards and design interventions to address identified gaps prior to the students’ enrollment in postsecondary education.

**Strategy 2:** Ensure all students have equitable access to course opportunities, especially early postsecondary opportunities. Low-income students often do not reap the benefits of a rigorous academic curriculum due to inequities in school course offerings and advisement. The highest level of mathematics reached in high school is a key marker of postsecondary momentum, with coursework beyond Algebra 2 being the tipping point toward a bachelor’s degree (Adelman, 2006). Low-income students are much more likely to attend schools that do not offer math above Algebra 2. Even when rigorous courses are offered, equity gaps persist. In GEAR UP TN-eligible schools, over 92% of economically disadvantaged students are not proficient in math.

Research also points to the positive impact EPSOs have on college enrollment and completion; yet, similar inequalities exist. TDOE data show that low-income students in Tennessee who take EPSOs are 17% more likely to enroll in college. Despite the positive impact EPSOs have on student outcomes, only 41% of 2015 graduates attempted early postsecondary coursework, either because EPSOs were not available or because students were not advised to enroll. Even more concerning, only 35% of males, 29% of low-income students, and 23% of African-American students attempted an EPSO. Partnering with Collaboratives to expand equitable access to EPSOs and refine advising practices will be a hallmark of the GEAR UP TN project.

**Reach Higher:** Create school and community environments characterized by expectations, policies, and initiatives that support all students’ pursuit of postsecondary education.

**Strategy 1:** Create college-going identities among students. In their book Ready, Willing, and Able: A Developmental Approach to College Access and Success, Bouffard and Savitz-Romer (2012) identify the importance of adolescents becoming active agents in their own postsecondary futures. By implementing strategies and professional development informed by adolescent development theory, GEAR UP TN will provide services that empower students to see themselves as college-goers who take positive, constructive actions toward their postsecondary goals.

**Strategy 2:** Create a schoolwide college-going culture and foster collective responsibility for the postsecondary preparedness and transition of all students. A school culture where the entire faculty,
including administrators and teachers, ensure all students are prepared, support students in completing college applications, and push students to go to college is the single most consistent predictor of postsecondary enrollment (Roderick et al., 2008). This responsibility is typically placed on the shoulders of high school counselors; yet, with a ratio of 1:439 students, Tennessee has too few counselors to meet student need (TDOE, 2017). To effectively create a college-going culture and provide students with supports that ensure postsecondary preparation and transition, schools must leverage the entire school community.

**Relevance:** Connect career aspirations and skills to students’ educational goals.

**Strategy:** Provide students with progressively meaningful career experiences moving from awareness to exploration to immersion. Tennessee has defined college and career-ready students as those individuals who "graduate K-12 education with the knowledge, abilities, and habits to enter and complete postsecondary education without remediation and to seamlessly move into a career that affords them the opportunity to live, work, and sustain a living wage" (TDOE, 2016, p. 4). Creating strong links between career goals and the need for higher education is key to student postsecondary success. In fact, students making this connection are six times more likely to attain a degree (Bedsworth et al., 2006). By providing career exploration in middle and high school that is tied to postsecondary opportunities, GEAR UP TN students will clearly understand available learning and career pathways.

**Relationships:** Foster connections that strengthen students’ postsecondary success.

**Strategy 1:** Draw on the power of peers. Student relationships – both one-on-one and larger peer networks – have a significant impact on student decision-making, including decisions related to postsecondary planning (Bouffard & Savitz-Romer, 2012). Research has determined that students who are surrounded by peers who are going to college are four times more likely to enroll than youth with no friends going to college (Choy, Horn, Nunez, & Chen, 2000). To leverage the power of peer influence, GEAR UP TN will foster peer-oriented and directed college exploration and planning through activities specifically aligned to their interests.

**Strategy 2:** Engage families in college preparation opportunities. Families play a key role in determining students’ postsecondary path. One study demonstrates that 88% of students share their parents’ beliefs regarding acceptable careers and the appropriate preparation needed for those professions (Otto, 2000). Valuing and enhancing the role families play in the college-going process is a key strategy of GEAR UP TN implementation. To best leverage the influence parents have on students’ decision-making, Bouffard and Savitz-Romer (2012) suggest practitioners commit to ongoing, accessible communication with families, engage families in college planning events, and implement services that allow active collaboration between students and their families.

**Strategy 3:** Provide opportunities for every student to develop positive mentoring relationships. Research shows that mentoring has a positive impact on a range of student outcomes, including grade promotion, absenteeism, academic goal achievement, school connection, college aspirations, and postsecondary transition and success (Coles, 2011). A field study by Carrell & Sacerdote (2013) concludes that college-focused mentoring raised the college-going rate among participants by 5.7%. GEAR UP TN will leverage mentoring relationships to develop students’ college-going identity and facilitate successful postsecondary transition.

**Raise Awareness:** Promote early awareness of the steps necessary to prepare, apply, pay for, and succeed in postsecondary education.

**Strategy 1:** Communicate with students and their families about postsecondary and career options early and often. Many students report discussions about postsecondary options begin during their junior and senior years of high school (TDOE, 2017). By this time, many students have already made choices that may limit their options. Schools that effectively counsel students into postsecondary take proactive steps to ensure students are thinking about their postsecondary and career options as early as possible, ideally starting in middle school.
**Strategy 2:** Demystify the process of applying and paying for postsecondary education. Research indicates that clarifying the steps leading to postsecondary education has a significant impact on enrollment. For example, students whose parents receive information and assistance in completing financial aid forms are 8.1 percentage points more likely to enroll in college (Bettinger, Long, Oreopoulos, & Sambonmatsu, 2012). Beginning when students are in middle school, GEAR UP TN will provide students and their families’ information about types of postsecondary institutions, the net-price of college, degree programs linked to career options, and financial aid.

**Reinforce Action: Assist students in completing critical steps of the college-going process.** The five previous focus areas culminate in a series of actions that take place during a student’s junior and senior years. Creating schoolwide structures, expectations, and specific services to facilitate students’ transition to postsecondary education manifest the college-going culture GEAR UP TN will continue to build. Academic preparation and aspirations are not enough if schools do not have organizational norms and structures in place to effectively guide students through the postsecondary application process (Roderick et al., 2011). Providing such infrastructure is a powerful catalyst to increasing access to postsecondary education. Oreopoulos and Ford (2016) determined that helping students select institutions, apply for admission, and complete a financial aid application increased application rates by 14% and college enrollment by 5.2%. GEAR UP TN will expand two promising interventions from previous GEAR UP TN grants, *Path to College Events* and *College Planning Sessions*, to provide students hands-on assistance in completing key milestones.
Required Minimum Services

The table below provides an outline of the services, at minimum, schools will incorporate into their annual GEAR UP TN work plans. Services will be refined and expanded to meet schools’ individual needs. These services are designed to increase the percentage of students taking **rigorous courses** that reflect challenging academic standards and reduce the need for remedial education, increase the percentage of **secondary completion**, increase **students’ knowledge of and access to financial aid for postsecondary education**, and increase the percentage of **students enrolling and succeeding in postsecondary education**. Services to 12th grade students are listed under the **Priority** heading and will be offered each year. The table also highlights the GEAR UP TN focus area addressed by each service. Research supporting the **likelihood services will improve student outcomes** is provided in the caption below.

<table>
<thead>
<tr>
<th>Class of 2023 (Cohort)</th>
<th>Years of Service</th>
<th>Priority</th>
<th>Related GU Focus Area</th>
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<th>5</th>
<th>6</th>
<th>Rigor</th>
<th>Reach Higher</th>
<th>Relevance</th>
<th>Relationships</th>
<th>Raise Awareness</th>
<th>Reinforce Action</th>
<th>Rigorous Courses</th>
<th>HS Completion</th>
<th>Fin. Aid Knowledge</th>
<th>College Success</th>
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<tbody>
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<td>Student/family events (course selection, fin. literacy, career exploration, college match)</td>
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Research supporting the likelihood services will improve student outcomes is provided in the caption below.
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<tr>
<th>Activity</th>
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<td>Job site visits and career experiences</td>
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<td>Remediation reduction camps</td>
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<td>College transition/retention programs (i.e., texting)</td>
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<td>Faculty training (college options, fin. aid, etc.)</td>
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<tr>
<td>GEAR UP TN training for site coordinators and school administrators</td>
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## GEAR UP TN Logic Model

<table>
<thead>
<tr>
<th>Inputs</th>
<th>Process/Activities</th>
<th>Outputs/Participation</th>
<th>Short-term Outcomes</th>
<th>Long-term Outcomes</th>
</tr>
</thead>
</table>
| • Federal GU funds | **Rigor**: align curriculum - ACT, EPSO, tutoring.  
**Reach Higher**: college-going culture, high expectations for all students.  
**Relevance**: career exploration, job shadowing, career fairs. Connect career goals to education.  
**Relationships**: foster peer/family/mentor relationships. Engage families in the PSE-going process.  
**Raise Awareness**: | **Students**:  
• # students participating in GU services  
• # students taking EPSOs  
• # students taking ACT/SAT  
• # FAFSA, scholarship, PSE applications  
• # college visits  
**Families**:  
• # families participating in services  
• # students & parents discussing PSE  
**Schools & Communities**:  
• # educators participating in PD | **Students will**:  
• Pass rigorous coursework  
• Earn early PSE credit  
• Attend school regularly  
• Take ACT, ↑ scores  
• Graduate from HS on time  
• Enroll in PSE  
• Identify as college-bound  
**Families will**:  
• Understand fin. aid & PSE options  
• Engage in GU activities  
• Expect PSE success  
**Schools & Communities will**:  
• Align curriculum w/ ACT  
• Expect PSE enrollment & | **Rigor**: ↑ academic performance & PSE preparation  
**Reach Higher**: GU schools have a strong college-going culture  
**Relevance**: Students connect career goals w/ educational requirements  
**Relationships**: Students have relationships that foster academic and postsecondary success  
**Raise Awareness**: ↑ knowledge of PSE |
| education (PSE) options & financing | exposure to PSE, Path to College events, college visits. **Reinforce Action:** 1 on 1 counseling, assistance w/ FAFSA, scholarship & PSE applications | • Collateral material produced  
• Steering committee meetings  
• # and strength of local partners | success for all students  
• Offer & expand EPSOs  
• Provide PD for educators  
• Use evaluation findings  
• Involve community partners in GU sustainability plans | options, preparation, & financing among students and families **Reinforce Action:** ↑ rates of high school graduation and postsecondary enrollment |
ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<table>
<thead>
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<th>If the attestation applies to more than one contract, modify this row accordingly.</th>
<th>33201-08118</th>
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<tr>
<td>SUBJECT CONTRACT NUMBER:</td>
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<tr>
<td>CONTRACTOR LEGAL ENTITY NAME:</td>
<td></td>
</tr>
<tr>
<td>EDISON VENDOR IDENTIFICATION NUMBER:</td>
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</table>

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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