



**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION**

**REQUEST FOR PROPOSALS
FOR
CAREER AND TECHNICAL EDUCATION EXAMS FOR
PROGRAMS OF STUDY**

RFP # 33145-08616

RFP CONTENTS

SECTIONS:

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. RESPONSE REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. EVALUATION & CONTRACT AWARD**

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances**
- 6.2. Technical Response & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Score Summary Matrix**
- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee, Department of Education, hereinafter referred to as “the State,” has issued 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 businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

It is the goal of the State for every student to graduate high school prepared to be successful in the workforce and in postsecondary programs. Students with an elective focus in career and technical education (CTE) programs of study should be able to demonstrate achievement throughout their program of study, culminating in a State recognized industry certification, a robust work-based learning capstone experience, and/or attainment of postsecondary credit hours through early postsecondary opportunities.

The goal of the State is to develop Tennessee-specific exams for courses throughout CTE programs of study. These exams must:

- support consistent evaluations of student proficiency in CTE course standards (i.e., those addressed on the exam) across local education agencies (LEAs).
- assist educators in evaluating student understanding of the knowledge, skills, and abilities necessary to be successful throughout the duration of a program of study (POS) and inform inferences about student readiness for postsecondary and career success within those areas defined by the CTE content standards.
- improve educator understanding and instruction of the CTE content standards.
- provide for valid inferences regarding an educator’s impact on student learning over a specified period of instruction (relative to assessed content standards).

The State seeks a partner to assist in the development and pilot implementation of CTE exams aligned with two programs of study, Horticulture Science within the Agriculture, Food, and Natural Resources Career Cluster and Mechatronics within the Advanced Manufacturing Career Cluster as well as a pre and post exam for a capstone Work-Based Learning course.

1.1.2. The total estimated maximum liability for an 18 month contract period is \$250,000.

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 # 33145-08616

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:

Kristen McKeever, RFP Coordinator
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 (615) 741-0935
 Kristen.McKeever@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, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit <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, Compliance Team Lead
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 (615) 741-3836
 Helen.Crowley@tn.gov

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

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

- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. 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 Department of Education
710 James Robertson Parkway
Andrew Johnson Tower
Southwest Conference Room, 12th Floor
Nashville, TN 37243
Contact RFP Coordinator for call-in information

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
- 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. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		December 1, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	December 6, 2016
3. Pre-response Conference	10:00 a.m.	December 7, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	December 8, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	December 19, 2016
6. State Response to Written "Questions & Comments"		January 13, 2017
7. Response Deadline	2:00 p.m.	February 3, 2017
8. State Schedules Respondent Oral Presentation		February 6, 2017
9. Respondent Oral Presentation		February 13 -17, 2017
10. State Completion of Technical Response Evaluations		March 3, 2017
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 6, 2017
12. Negotiations (Optional)		March 8-10, 2017
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 13, 2017
14. End of Open File Period		March 28, 2017
15. State sends contract to Contractor for signature		March 29, 2017
16. Contractor Signature Deadline	2:00 p.m.	March 30, 2017

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 respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

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

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State 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.
- 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 labeled:

“RFP # 33145-08616 TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 33145-08616 TECHNICAL RESPONSE COPY”

The digital copies 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 # 33145-08616 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 33145-08616 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 # 33145-08616 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 # 33145-08616 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 # 33145-08616 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:

Kristen McKeever, RFP Coordinator
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
(615) 741-0935
Kristen.McKeever@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**

From time-to-time, the State may 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. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 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 *Tennessee Code Annotated*, Section 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 start date or after the Contract end date.
- 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 of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	15
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	35

5.2. Evaluation Process

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

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

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

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

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation.
 - 5.2.1.5.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to 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. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

- 5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate 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.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

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

- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited 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 # 33145-08616 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 Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
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 response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent 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 ATTACHMENT 6.2. — Section A**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide documentation that the Respondent can provide practice materials for all exams created. Practice materials must be available in web-based formats.</p> <p>Acceptable documentation:</p> <p>Sample(s) of existing practice materials labeled Mandatory Secure Exam Practice Materials or</p> <p>Key dates schedule that outlines development and delivery of practice materials prior to pilot of exam.</p>	
	A.7.	<p>Provide documentation that the Respondent can provide exams in web-based format for operational use beginning with the first pilot exam.</p> <p>Acceptable documentation:</p> <p>Sample(s) of existing exams online (PDF of online exams is acceptable) labeled Mandatory Secure Online Exams or</p> <p>Key dates schedule that outlines development and delivery of program of study exam with online delivery prior to first pilot exam</p>	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (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, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract,</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>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, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>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:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> 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.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>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 <u>must</u> 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.</p> <p>The Respondent will be <u>solely</u> 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.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ 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 <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.19.	<p>Provide a statement and any relevant details addressing whether the Respondent has worked with Career and Technical Education teachers in the past, specifically addressing where and when this has occurred/if this has occurred.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 15)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a comprehensive narrative of the current state of development plan for the exam offered by the Respondent. The plan must include the following: <ul style="list-style-type: none"> • A description of the practice materials that will be made available including timeline for availability and medium for dissemination. • A description of plans to include formative exams as part of the overall exam system. 		23	
	C.2.	Provide a brief narrative that illustrates the Respondent's overall understanding of the State's requirements as outlined in Pro Forma Contract Sections A.3. The narrative must include the following: <ul style="list-style-type: none"> • The Respondent's understanding of each exam • A comprehensive description of how the exam will provide evidence that students are ready to continue progression through the program of study. 		12	
	C.3.	Provide a preliminary work plan as defined in Pro Forma Section A.5.a that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule as outlined in Pro Forma Contract Section A.4. The plan must include: <ul style="list-style-type: none"> • A proposal for how the State might offer exams on both block and traditional schedules. • The Respondent's method for ensuring exam security in development and administration as outlined in Pro Forma Contract Section A.5 and A.7. 		20	
	C.4.	Provide a comprehensive management plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.6. The plan must illustrate the Respondent's understanding of the separate exams and their components. The plan must include the following: <ul style="list-style-type: none"> • Description of the Respondent's project management team. • The Respondent's communication plan and meeting schedules, the plan should include samples of 		15	

RFP ATTACHMENT 6.2. — SECTION C (continued)

		communications and meeting minutes. <ul style="list-style-type: none"> Description of the Respondent's technical support structure. 			
	C.5.	Provide a comprehensive exam development plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.7. The plan must illustrate the Respondent's understanding of the separate exams and their development components. The plan must include the following: <ul style="list-style-type: none"> Understanding of components of exam item and specifications. The process for development and review of test items that includes all steps necessary to obtain usable items with excellent technical characteristics. The items must be valid and reliable measures of content standards. The process must include the item review protocols and procedures for all item types. The process for development and review of exam items, must also include how the Respondent will engage the State and Tennessee educators in item review and approval. 		24	
	C.6.	Provide a comprehensive administration plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.8 and A.9. The plan must include the following: <ul style="list-style-type: none"> The Respondent's method for ensuring exam security in development Illustration that the Respondent understands required materials. Samples of the Respondent's materials used for other states shall be provided with Secure Exam Materials including but not limited to: <ul style="list-style-type: none"> Exam materials Practice exam/samplers Exam administration manuals Teacher directions The Respondent's method of distribution, collection, and storage of materials. 		15	
	C.7.	Provide a comprehensive explanation of the process used to develop the exam forms. The plan must include the requirements detailed in Pro Form Contract Section A.7.g at a minimum and should discuss the following: <ul style="list-style-type: none"> A description of prior exam form development A description of how the contractor will develop exam forms and put them into an online exam platform compatible format. 		35	
	C.8.	Provide a comprehensive data management plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.9. The plan must illustrate the Respondent's understanding of the separate exams and development and processing components as well as the required applications and their functions. The plan must include the following: <ul style="list-style-type: none"> The Respondent's data security procedures and the Respondent's assurances that data ownership belongs to the State. The Respondent's web-based solutions to meet the State's requirements and processing needs. The proposal shall include printed samples and access to demo site for review. The Respondent's understanding of data transfer protocols with the State to meet processing and reporting 		25	

RFP ATTACHMENT 6.2. — SECTION C (continued)

		deliverables.			
	C.9.	Provide a comprehensive processing and scoring plan that illustrates the Respondent's understanding of the State's requirements as outline in Pro Forma Contract Section A.10. The plan must illustrate the Respondent's understanding of the separate exams and their components. The plan must include the following: <ul style="list-style-type: none"> • The Respondent's plan on how it will work with the State for process of scoring exam materials. 		35	
	C.10.	Provide a comprehensive plan that illustrates the Respondent's understanding of the State's requirements as outlined in Pro Forma Contract Section A.11. The plan must illustrate the Respondent's understanding of the separate exams and their reporting requirements. The plan must include the following: <ul style="list-style-type: none"> • The Respondent's reporting plans. • Description of the delivery of reports to the State, LEAs, and students including a description of an online reporting system. • The timeline for data return to the State, LEAs, and students. The proposal should include a description of how soon after exam raw and scale scores would be available. • Printed report samples and access to a demo site for review. 		31	
<i>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.</i>				Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score				X 50 <i>(maximum possible score)</i>	= SCORE:
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE**

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Exam Blueprint: A.7.c.	\$ / blueprint	10	
Technical Report: A.7.f.	\$ / report	10	
Teacher Work Group Item Development: A.7.f.(7)iv.	\$ / item development meeting	2	
Teacher Work Group Item Review Meeting: A.7.f.(7)v.	\$ / item review meeting	2	
Exam Form Development for Level 1 EOC for Mechatronics: A.7.g.	\$ / exam	1	
Exam Form Development for Level 1 EOC for Horticulture Science: A.7.g.	\$ / exam	1	
Exam Form Development for Level 2 Interim for Mechatronics: A.7.g.	\$ / exam	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Exam Form Development for Level 2 Interim for Horticulture Science: A.7.g.	\$ / exam	1	
Exam Form Development Level 2 exam for Mechatronics: A.7.g.	\$ / exam	1	
Exam Form Development Level 2 exam for Horticulture Science: A.7.g.	\$ / exam	1	
Exam Form Development Level 3 Interim for Mechatronics: A.7.g.	\$ / exam	1	
Exam Form Development Level 3 Interim for Horticulture Science: A.7.g.	\$ / exam	1	
Exam Form Development Level 3 exam for Mechatronics: A.7.g.	\$ / exam	1	
Exam Form Development Level 3 exam for Horticulture Science: A.7.g.	\$ / exam	1	
Pre and Post Exam for WBL: A.7.g.	\$ / exam	2	
Training meetings: A.8.c.	\$ /meeting	10	
Training materials: A.8.c.(1)-(2)	\$ /set of instructions	2	
Practice Exams: A.8.d.(1)	\$ / exam	2	
Formative Exams: A.8.d.(2)	\$ / exam	4	
Pilot Administrations: A.8.e.	\$ / pilot	3	
Exam processing and scoring: A.9. and A.10.	\$ / scoring process	10	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals		x 35	= SCORE:

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
evaluation cost amount being evaluated		(maximum section score)	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

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 # 33145-08616 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?

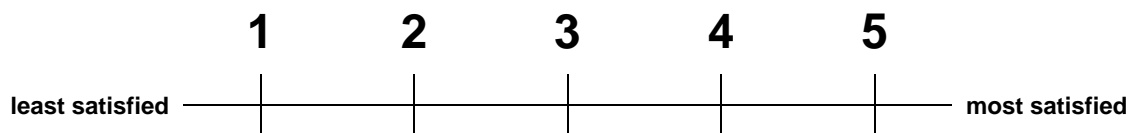
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

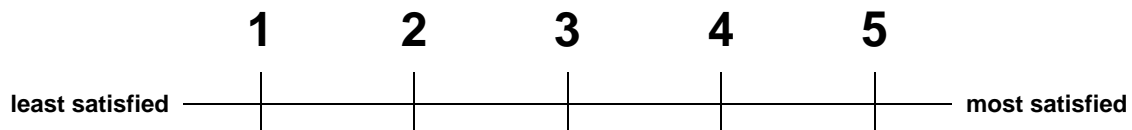


RFP # 33145-08616 REFERENCE QUESTIONNAIRE — PAGE 2

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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

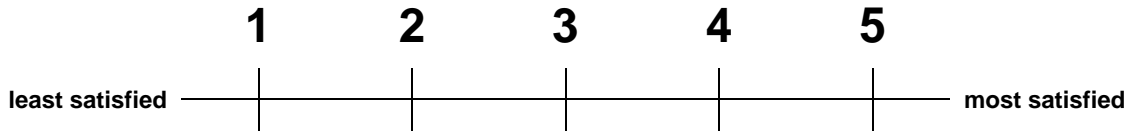


What, if any, comments do you have regarding the score selected above?

RFP # 33145-08616 REFERENCE QUESTIONNAIRE — PAGE 3

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

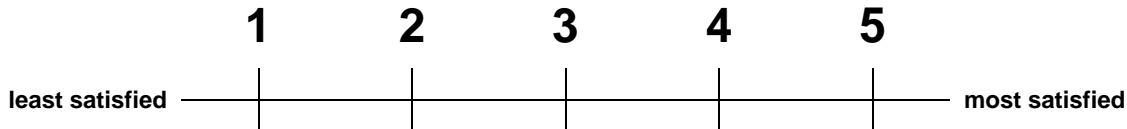
Please respond by circling the appropriate number on the scale below.



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 35)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 33145-08616 *PRO FORMA* CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Education ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of career and technical education exams for programs of study, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions:
- a. **Administration:** Window in which an exam is given. End of course exams would be given upon completion of teaching course standards. Interim exams would be given at midway points in teaching course standards. Pre work-based learning exams would be given at the beginning of the work-based learning course. Post work-based learning exams would be given upon completion of teaching course standards.
 - b. **Capstone exam:** An exam given at the end of a program, for the purposes of this Contract, an exam aligned to the fourth course within a program of study.
 - c. **Career and Technical Education (CTE):** Term applied to schools, institutions, and educational programs that specialize in the skilled trades, applied sciences, modern technologies, and career preparation.
 - d. **Course Standards:** Specific sets of knowledge and skills within a course.
 - e. **Criterion Referenced Test (CRT):** An exam aligned to pre-defined content standards and designed to measure student achievement relative to those standards.
 - f. **Cut Scores:** The minimum exam score necessary to demonstrate that an exam taker has the knowledge and/or skills to perform at a certain level of proficiency.
 - g. **CTE career clusters:** Tennessee's career clusters are organized into 16 broad categories that encompass virtually all occupations from entry through professional levels and are aligned with the U.S. Department of Education's structure of CTE. Career clusters identify the knowledge and skills needed to follow a pathway toward career goals and provide a context for exploring the many occupational options available. Note that each cluster is divided into different pathways that are grouped by the knowledge and skills required for occupations in these career fields.
 - h. **Deliverables:** Assigned work products and items developed as a part of this Contract.
 - i. **Exam:** An evaluation of student achievement related to knowledge and skills in a specific CTE course. Term used throughout this Contract to denote any exam given under this Contract to include online versions of CTE course content exams.
 - j. **Fiscal Year:** The State accounting period of July 1-June 30.
 - k. **Formative exam:** Range of formal and informal exam procedures conducted by teachers during the learning process in order to modify teaching and learning activities to improve student attainment. It monitors student learning to provide ongoing feedback that can be used by instructors to improve their teaching and by students to improve their learning.
 - l. **Item(s):** Exam questions
 - m. **Item bank:** Exam question repository and/or archive
 - n. **Level One Exam:** An exam given at the end of the first course within a program of study.
 - o. **Level Two Exam:** An exam given at the end of the second course within a program of study.
 - p. **Level Three Exam:** An exam given at the end of the third course within a program of study.
 - q. **Local Education Agency (LEA):** A school district or school system.

- r. **Performance Standards:** Indicate student performance and are reported at multiple levels. The performance standards are established by educators at standards setting.
- s. **Pre-Exam for work-based learning:** An exam given at the beginning of the work-based learning course assessing employability skills and course standards.
- t. **Post-Exam for work-based learning:** An exam given at the end of the work-based learning course assessing employability skills and course standards.
- u. **Postsecondary:** Higher education institutions such as Tennessee Colleges of Applied Technology, community colleges, and four year colleges and universities.
- v. **Program of Study:** Sequence of four CTE courses that provide a relevant framework of industry-aligned, rigorous course standards that progress a student in knowledge and skills year after year.
- w. **Question and Test Interoperability (QTI):** Defines a standard format for the representation of exam content and results, supporting the exchange of this material between authoring and delivering systems, repositories and other learning management systems. It allows exam materials to be authored and delivered on multiple systems interchangeably. It is designed to facilitate interoperability between systems.
- x. **Selected Response (SR):** An exam question that requires the student to choose the correct/best answer from a list of possible responses (i.e. multiple choice).
- y. **Standards Alignment:** The degree to which the exam is aligned with Tennessee CTE standards. Alignment shall be defined as the quality of the relationship between course standards and the exam used to measure student comprehension of the knowledge and skills taught.
- z. **Teacher Work Groups:** Groups of teachers, who teach in the programs of study, selected to participate in question development and review for CTE exams. This group may also contain postsecondary faculty and representatives from industry within the programs of study.
- aa. **Technical Report:** Comprehensive summary report of the exam format, questions, process, security procedures, and blueprint
- bb. **Exam specifications:** include an exam description and exam blue print component. Helps stakeholders understand the design of the exam.
- cc. **Web-Based:** Delivered via the internet world wide web.
- dd. **Work-Based Learning:** A proactive approach to bridging the gap between high school and high demand, high skills careers. Students build on classroom based instruction to develop employability skills that prepare them for success in postsecondary education and future careers. Through experiences like internships, apprenticeships, and paid work experience, students may earn high school credit for capstone work-based learning experiences.

A.3. **General Scope of Exam Services**

- a. The Contractor shall work with the State to provide an exam program that will allow students who take CTE courses access to exams in ways that measure progress through and completion of a program of study. The exams are to be valid, reliable, and fair measurements of CTE course standards.
- b. Exam Structure: The Contractor shall work with the State to provide exams as follows:
 - (1) Level one end of course exam in Agriscience
 - (2) Level one end of course exam in Principles of Manufacturing
 - (3) Level two interim exam for Principles of Plant Science and Hydroculture
 - (4) Level two final interim exam for Principles of Plant Science and Hydroculture continuation of level two interim exam
 - (5) Level two interim exam for Digital Electronics
 - (6) Level two final interim exam for Digital Electronics continuation of level two interim exam
 - (7) Level three interim exam for Greenhouse Management
 - (8) Level three final interim exam for Greenhouse Management continuation of level three interim exam
 - (9) Level three interim exam for Mechatronics I
 - (10) Level three final interim exam for Mechatronics I continuation of level three interim exam
 - (11) Formative exams for Mechatronics courses
 - (12) Formative exams for Horticulture Science courses
 - (13) Level four pre exam for Work-Based Learning
 - (14) Level four post exam for Work-Based Learning
- c. The State shall work with the Contractor in development of sample exam schedules and time constraints for individual exams.

- d. The primary purpose of these exams is to improve teaching and learning. The Contractor shall work in collaboration with the State to ensure that valid and measurable exam items are provided to meet this purpose.
- e. The Contractor shall provide for formative exams to be developed in conjunction with Teacher Work Group item development and Teacher Work Group item review meetings. These formative exams will be made available to teachers to use and will be developed to be compatible with an online examination platform.
- f. The Contractor shall provide exam materials and support based upon the number of students examined across the state. Historical student enrollment information is provided in the following table:

Career Cluster	CTE Program of Study	CTE Course	Enrollment 2014-15	Enrollment 2015-16
Advanced Manufacturing	Mechatronics	Principles of Manufacturing (5922)	907	3,193
Advanced Manufacturing	Mechatronics	Digital Electronics (5925)	210	630
Advanced Manufacturing Advanced Manufacturing	Mechatronics	Mechatronics I (6156)	144	185
Advanced Manufacturing	Mechatronics	Mechatronics II (6157)	43	72
Agriculture, Food, & Natural Resources	Horticulture Science	Agriscience (5957)	13,665	13,268
Agriculture, Food, & Natural Resources	Horticulture Science	Principles of Plant Science and Hydroculture (6119)	1,587	1,613
Agriculture, Food, & Natural Resources	Horticulture Science	Greenhouse Management (5954)	3,579	3,694
Agriculture, Food, & Natural Resources	Horticulture Science	Landscaping and Turf Science (5951)	1,937	1,535
All career clusters	All programs of study	Work-Based Learning (6105)	4,047	5,075

A.4. Schedule

- a. The State shall have the opportunity to review and approve, in collaboration with the Contractor, all materials and/or deliverables purchased under this Contract. The State reserves the right to determine specific details of work tasks and products. Changes to any agreed upon procedures or product specifications shall be made in collaboration with the State. The Contractor shall not disseminate any written information, materials, or deliverables associated with this Contract to the field, public, or any other third party without the State's written approval. The Contractor will allow the State a minimum of five (5) days to review materials and/or deliverables. If necessary, the Contractor will make modifications as directed by the State and provide additional time of not less than three (3) days for the State to review and sign-off on the revised submission. The Contractor is responsible for any expenses associated with making modifications to materials and deliverables necessary to obtain the State's approval. The Contractor shall provide the deliverables under the Contract in accordance with the delivery schedule stated below:
- b. Deliverables shall be delivered on the dates specified.
- (1) Work Plan: The Work Plan as defined in A.5.b shall include all activities related to each exam administration. The Work Plan shall be due 30 days after the Contract is executed. The Work Plan shall cover the period from Contract execution through the completion of the Contract.
 - (2) Check-Ins: weekly conference calls between the Executive Director of Career & Technical Education, exam manager, and the Contractor.

- (3) Communications to recruit teacher work groups no later than January 30, 2017.
- (4) Teacher work group training logistics plan no later than February 15, 2017.
- (5) Teacher work group training materials: receipt of teacher work group training materials to be received by the State no later than January 30, 2017.
- (6) Creation of exam items from teacher work group training February 27, 2017.
- (7) Teacher work group review logistics February 27, 2017.
- (8) Teacher work group review meeting March 15, 2017.
- (9) Exam specifications: receipt of exam specifications, including item specifications and scoring keys by March 28, 2017.
- (10) Exam Materials: Receipt of all exam materials, as detailed in section A.8 at least 30 days prior to the beginning of the exam window.
- (11) Online compatible format: Online compatible exam items shall be provided to the State in QTI form by March 28, 2017.
- (12) Practice exams: receipt of practice exams in online compatible format such as QTI, by April 15, 2017.
- (13) Alignment: receipt of alignment documentation as defined in A.7.
- (14) Introductory training materials for the exam: receipt of system and school level materials as defined in section A.8 by April 28, 2017.
- (15) Training materials for teachers participating in pilot by March 28, 2017.

A.5. Administration Activities:

- a. The Contract shall provide examination services beginning in the 2017-18 school year. The Contractor shall develop, produce, and assist the State in the delivery of materials to facilitate examination schedules. All administrative materials shall be provided to the State in Microsoft Word and/or Excel for use on the State internet and in training.
- b. Work Plan: The Contractor shall prepare for State review, a detailed Work Plan for each exam that incorporates the development schedules for the activities of this Contract. Separate work plans shall be provided for Horticulture Science program of study, Mechatronics program of study, and Work-Based Learning pre and post exam. The initial work plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, and task responsibilities.
 - (1) The Contractor shall establish a secure SharePoint or filed transfer protocol (SFTP) websites for use in maintaining the Work Plan and other communications including but not limited to posting administrative materials and exam items for review with the State. Materials shall be considered delivered and final after written notification is given to the Contractor via email or other electronic methods by the State contact or official designee. The Work Plan shall be delivered in a format supported by the State, shall include a key dates and shall be maintained as a fluid, ongoing project document. Both the State and the Contractor shall have access to and the ability to edit and update the Work Plan as needed. All changes shall be made in collaboration with the State.
- c. Security Procedures: The Contractor shall provide detailed, standardized security procedures for review by the State. Approved security procedures shall be included in the Technical Report as defined in A.7.f for each exam. The procedures must:
 - (1) Provide confidentiality agreements for participants in review meetings. All participants must express understanding of the expectation that they are not to discuss or reveal the contents of the items, results of the exams, student responses, student demographic information, or any other information pertinent to the development, processing, scoring, or reporting of the exams.
 - (2) Provide secure architecture to protect processing, scoring, and reporting environments from network-based attacks.
 - (3) Provide security procedures and safeguards to ensure that electronic files and data are developed, used, and maintained in a secure manner to protect the confidentiality of all students examined, include all materials, records, reports, and files.
 - (4) Provide security procedures and safeguards to ensure the security of the items, exam forms, and all ancillary materials during development, production, calibration, printing, and reporting. The procedures shall ensure day-to-day security to prohibit unauthorized personnel access to exam materials through deliberate or unintentional actions.
 - (5) The Contractor is responsible for the actions of the item writers and reviewers and must guard against a breach of security. Item writers and reviewers must be carefully

- screened, in partnership with the executive director of CTE, sign confidentially agreements, and be made to understand the importance of the security of the exam.
- (6) Provide detailed documentation of all exam security procedures in the Technical Report. Include a description of procedures for the collection and secure destruction of secure materials (including unused exams and answer documents, exam administration manuals, and scoring guides) conducted by the Contractor following exam administration.
 - (7) Provide pay for any experts needed should these matters be litigated.
 - (8) The Contractor must not make contact with the press or LEAs in regard to exam development or exam reports, results, or procedures. Any contact with the press and LEAs shall be handled through the State.
- d. Quality Control: The Contractor shall provide detailed, standardized, quality control procedures for review by the State. Approved quality control procedures shall be included in the Work Plan for each exam. The Contractor shall provide quality control measures including but not limited by the following:
- (1) The procedures shall include but not be limited to: item development, exam form development, scoring, processing, and score reporting.
- e. Error Correction: The Contractor shall correct any errors in work products at the Contractor's expense, arising from activities that are the responsibility of the Contractor. Such corrections may involve activities that include but are not limited to the following:
- (1) Conduct analyses to identify the cause and extent of errors.
 - (2) Reprint and/or reproduce products or other materials.
 - (3) Provide additional training to Contractor support staff, State staff, LEA personnel as needed via training materials, webinars, and/or regional meetings.
 - (4) Replace and/or correct data files.
 - (5) Reproduce reports.
- A.6. Operations Management
- a. Project Team: The Contractor shall assign a single point of contact for this exam program to manage all inquiries related to materials, training, and technical assistance.
 - (1) Team members must have at a minimum technical experience, knowledge, and operational experience including but not limited to the following areas:
 - i. Managing or coordinating the development and implementation of exams.
 - ii. Communicating effectively orally and in writing.
 - iii. Providing technical skills in the implementation of an examination program and having a working knowledge of professional examination standards and practices.
 - (2) The Contractor shall provide a personnel roster and resumes of key people who shall be assigned to perform duties or services under this Contract.
 - (3) The Contractor shall not remove or reassign key personnel (including but not limited to: program manager, project manager, project coordinator, and other personnel in lead or director level positions) without prior written notification to the State.
 - (4) The Contractor shall provide qualified replacements in the event that key personnel become unavailable to provide services due to resignation, illness, or other factors. The Contractor shall provide the State with written notice immediately upon determination of the need for replacement personnel.
 - b. Management Meetings: The Contractor shall:
 - (1) Provide for a minimum of one weekly check-in meeting between the Contractor and State staff. These check-in meetings shall include review of the key dates and deliverables and provide an opportunity to discuss task implementation and progress.
 - (2) Produce quarterly progress reports with relevant tasks and activities from the schedule and progress noted for each. Progress reports shall include a report of activities completed during the prior quarter. The reports shall provide a list of significant operational problems needing corrective action and shall address solutions to the operational problems.
 - (3) Records and minutes: The Contractor shall take minutes and record lists of participants, including institutional affiliation and contact information, for all meetings include, but not limited to: item reviews, standard settings, management meetings, and technical advisory groups. All minutes, records, and lists of participants shall be provided by the Contractor to the State for review within two working days after each meeting. All records and

minutes should be provided in an agreed upon style and format in Microsoft Word via email or other electronic media. The Contractor shall review contact information for each meeting and update contact information if changed.

A.7. Development Activities

- a. Exam development activities shall be the responsibility of the Contractor and shall be completed in collaboration with the State. All components of the exams provided through this Contract shall maintain compliance with State Board of Education rules and policies, and state and federal laws.
- b. At the request of the State, developed items such as exam blueprints and associated materials prepared under this Contract will be created for the State and become property of the State. This includes completed work as well as unedited items, rejected items, items under revision,, all data generated and any other materials which may be prepare under this agreement. All items and exam forms provided through or developed under this Contract shall be aligned with Tennessee CTE standards. Changes in the design made during the Contract period will be made in collaboration with the State. The Contractor shall collaborate with the State in the development of all exam materials, scoring procedures and methodologies, and quality control procedures as defined in this Contract.
- c. Exam Blueprint: The Contractor shall provide exam blueprints for each operational exam form containing the following information in a Microsoft Word and/or Excel document according to the delivery schedule in section A.4. Exam blueprints shall also be provided in .xml format. Exam blueprints shall be included in each exam's Technical Report. Exam Blueprint:
 - (1) Exam name and level
 - (2) Program of study
 - (3) Related Course
 - (4) Proposed number of operational items
 - (5) Exam Key information
 - (6) Item arrangement (within the exam)
 - (7) Amount of time required for examination
 - (8) All item specifications (A.7.d)
- d. Item Specifications: The Contractor shall provide item specifications containing the following information in a Microsoft Word and/or Excel document. Item Specifications shall also be provided in .xml format.
 - (1) Item reference number
 - (2) Item type (selected response, etc.)
 - (3) Program of study
 - (4) Related Course
 - (5) Name of exam and level
 - (6) Exam Key information
 - (7) Tennessee CTE Standards alignment, includes depth of knowledge/taxonomy information
 - (8) Item location (within the exam and name of exam)
 - (9) Exam item, any related passage, graphic, or illustration and all copyright information (A.7.f.(6)-(7))
- e. Exam Construction: exam construction activities will be the responsibility of the Contractor and will be completed in collaboration with the State. The Contractor shall provide documentation of the components of the Exam Construction including but not limited to those listed below:
 - (1) Alignment: The Contractor shall provide documentation to ensure that exams provided are aligned to Tennessee CTE standards as defined in A.2.z.
 - (2) Item Development:
 - i. The Contractor shall provide exam items to assess student performance of Tennessee CTE standards.
 - ii. The Contractor shall select appropriate passage materials, abridge, adapt, and format passages as necessary, and obtain copyright permission for use of text and illustrations in this exam program.
 - iii. Stimulus materials for future item development submitted to the State for review shall be provided in an original searchable format. Passages to be reviewed by the State shall be edited as necessary and formatted with illustrations as they would appear on the exams if selected for development. Selection and

- preparation of these materials will be completed by dates provided in the Work Plan.
- iv. Using the specifications listed below, the Contractor will select authentic reading passages and other stimulus materials in each program of study and related course. The State shall have the opportunity to participate in the development of the passage review process and include state representatives in the process.
 1. Text shall reflect the ability to expand and use higher order thinking skills and to perform functions in real-world situations. Primary sources, practical applications, and other materials related to life and work should be used.
 2. The Contractor shall work with the State to select stimulus materials and write exam items that ensure rigorous exams.
 3. The Contractor shall write items in a way as to not cause any student, particularly English Learners, vision or hearing impaired students, an unfair disadvantage.
 4. The item development process shall pay attention to removing potential challenges to make the exam clear and comprehensive for all students.
 5. The Contractor shall provide reading passages and other stimulus materials that are bias free in the areas of gender, religion, ethnicity, nationality, culture, age, visual or hearing impairments, physical differences, socioeconomic status, and rural/urban environments.
 - f. Technical Report: Comprehensive summary report of the exam format, questions, process, security procedures, and blueprint. The technical report must include the following items, along with their detailed explanation of process for each.
 - (1) Exam format: summary of the format for the exams. Types of questions, amount of questions, format of the delivery of the exam.
 - (2) Question development: summary of the process for developing questions on the exam
 - (3) Exam process development: summary of the process for the development of the exams. Should be a summary of the approach to the development of the exam.
 - (4) Security procedures: summary of detailed, standardized security procedures as identified in A.5.c.
 - (5) Exam blueprint: provide exam blueprints for each operational exam form containing the information detailed in A.7.c in a Microsoft Word and/or Excel document according to the delivery schedule in section A.4.
 - (6) Obtaining Copyright Permission - The Contractor shall obtain written copyright permission for all stimulus materials used in the execution of this Contract on behalf of the State.
 - (7) Writing and Revising Exam Items:
 - i. The Contractor shall provide details in the Work Plan for item development with teacher work groups (as defined in A.2.aa). The plan shall include the intent to draft a sufficient number of items of the appropriate types and content distribution to create an item bank with sufficient depth and coverage to produce exam forms for practice exams.
 - ii. The Contractor shall provide exam items written in accordance with item specifications drafted by the Contractor and the program of study teacher work groups. Teacher work group members (as defined in A.2.aa) will be included in the item development, review, and approval.
 - iii. The Contractor shall format and make revisions electronically in passages/stimulus materials, items, illustrations, and documents. The State shall have an opportunity for review and final approval of any work involving revision or replacement.
 - iv. The Contractor shall conduct item development meetings with teacher work groups. A small meeting shall be defined as a group of 8-12 participants with State, Contractor, and program of study teacher work group personnel in one location for each course. A large meeting shall be defined as a group of 13-20 participants with State, Contractor, and program of study teacher work group personnel in one location for each course. For each meeting, the Contractor shall provide training materials and facilitators. The Contractor shall provide supplemental materials as needed, including but not limited to: style guides,

- standards, and reporting categories. Costs for contractor travel expenses will be the responsibility of the Contractor.
- v. The Contractor shall conduct item review meetings with teacher work groups. These meetings can take place electronically. A small meeting shall be defined as a group of 8-12 participants with State, Contractor, and program of study teacher work group personnel in one location for each course. A large meeting shall be defined as a group of 13-20 participants with State, Contractor, and program of study teacher work group personnel in one location for each course. For each meeting, the Contractor shall provide training materials, facilitators, draft items, and final formatted items (including graphics and/or illustrations). The Contractor shall provide supplemental materials as needed, including but not limited to: style guides, standards, and reporting categories. Costs for contractor travel expenses will be the responsibility of the Contractor.
 - vi. The Contractor shall provide a proposed meeting agenda and all review materials in an electronic format (Microsoft Word/Excel, .pdf) to the State at least five working days prior to item development meetings. During item development meetings, the Contractor shall keep detailed notes of any edits, revisions, comments, or concerns made during the meetings and shall share these notes with the State for sign off. The Contractor shall maintain originals for use in exam form development.
 - vii. The Contractor shall provide a proposed meeting agenda and all review materials in an electronic format (Microsoft Word/Excel, .pdf) to the State at least five working days prior to item review meetings. During item review meetings, the Contractor shall keep detailed notes of any edits, revisions, comments, or concerns made during the meetings and shall share these notes with the State for sign off. The Contractor shall maintain originals for use in exam form development.
 - viii. The Contractor shall ensure the security of all meeting materials. Participants shall be required to sign confidentiality agreements.
 - ix. During the content review process, items, passages and graphics/illustrations shall be reviewed for their appropriateness, matched with the CTE standards, level of difficulty, and form. Illustrations shall also be reviewed for clarity and match to the suggested item. The Contractor shall present an adequate number of items to maintain the item bank for practice exam development. At the end of the review meetings, some items and/or passages may need more work or additional revision or replacement. This work is undertaken by the Contractor under timelines developed in the Work Plan.
 - x. The Contractor shall create items to develop practice exams for each program of study exam. Items used for the practice exam should ideally go through the full item review process. Practice exams shall mirror the operational exams in style, item, quantity, and layout.
 - xi. The Contractor shall provide items available via the internet to teachers for use in classroom instruction for each program of study exam. Items used for this instructional tool should ideally go through the full item review. Items shall portray a variety of question styles for every reporting category.
- g. Exam Form Development: The Contractor shall prepare formatted exam forms for each program of study exam. The following are the exams for which exam forms will be developed:
- (1) Level one end of course exam in Agriscience
 - (2) Level one end of course exam in Principles of Manufacturing
 - (3) Level two interim exam for Principles of Plant Science and Hydroculture
 - (4) Level two final interim exam for Principles of Plant Science and Hydroculture continuation of level two interim exam
 - (5) Level two interim exam for Digital Electronics
 - (6) Level two final interim exam for Digital Electronics continuation of level two interim exam
 - (7) Level three interim exam for Greenhouse Management
 - (8) Level three final interim exam for Greenhouse Management continuation of level three interim exam
 - (9) Level three interim exam for Mechatronics I
 - (10) Level three final interim exam for Mechatronics I continuation of level three interim exam

- (11)Formative exams for Mechatronics courses
 - (12)Formative exams for Horticulture Science courses
 - (13)Level four pre exam for Work-Based Learning
 - (14)Level four post exam for Work-Based Learning
- h. Form layout and page design shall be completed in collaboration with the State.
- (1) Exam items directly related to reading passages or stimulus shall be on the same or facing pages whenever possible. Online examination passages may be presented on a split screen with related items and students shall be able to move up and down within the passage. Passage excerpts shall be included with related exam items when the items are placed more than one page from the passage.
 - (2) Exam design shall be created in collaboration with the State prior to exam form layout.
 - (3) The Contractor shall provide Quality Control by including a comprehensive set of quality control procedures with the Work Plan. The procedures shall include, but not be limited to: exam development, materials printing and packaging, administration, scoring, and score reporting.
 - (4) The Contractor shall provide exam forms for each exam in a format compatible with an online examination platform.
 - (5) The Contractor shall prepare and produce final, formatted support documents including but not limited to teacher directions, administration manuals, and miscellaneous ancillary exam materials as described in section A.8. Separate support documents and ancillary exam materials shall be provided for each exam as needed.
 - (6) The Contractor shall provide exam items, exam forms, and all related support documents (include manuals, guides, reports, etc.) in electronic formats for State use. Formats for support documents shall be appropriate for revision and development of presentation slides, publications, and internet web site use (including but not limited to: HTML, Publisher, PowerPoint, PDF, MS Word and/or Illustrator files).
 - (7) The Contractor shall assist the State in pilot exam administrations according to, but not limited to, the following guidelines:
 - i. Measure each CTE standard with sufficient items to provide reliable results for reporting categories.
 - ii. Produce indicators of performance standards as defined in A.2.s by reporting category for all programs of study for all exams.
 - (8) The Contractor shall provide exams that meet the following criteria:
 - iii. Exam Difficulty and Design:
 - 1. The difficulty level of the exam, and the passing standard set shall represent expectations of all students eligible for examination.
 - 2. The passing score for each exam shall be the same for all students regardless of disability or language proficiency.
 - 3. Passing scores are targeted to a score range which offers the expectation of proficient performance, and allow for descriptive analysis of performance in terms of content.
 - 4. The exam difficulty shall reflect the expected rigor to ensure student success in postsecondary and industry.
 - (9) Exam length
 - iv. Each exam may be divided into sub-exams as needed to ensure coverage of CTE standards and remain within appropriate time limits.
 - v. Student should be able to finish the exam in the time allotted.
 - (10)Needs of Special Populations (Special Education, LEP, Section 504 and visually or hearing impaired students)
 - vi. Exams are developed and administered in a manner that represents universal design principles and which maximizes participation of students with disabilities and allows for accommodations to the extent reasonable, in accordance with the Individuals with Disabilities Education Act, 20, U.S.C. 1400 et seq. (IDEA) and State requirements and guidelines. The exam will enable all students to meet the same passing score for each exam regardless of disability or language proficiency.
 - vii. Current guidelines for special accommodations used are determined appropriate by the IEP team, documented in the student IEP or Section 504 Plan, and consistently used in the classroom. Accommodations that may be allowed and

documented on the student response document may include but are not limited to: extended time, read aloud/sign internal exam instructions/items, multiplication chart, assistive technology, use of auditory recorder, and other unique accommodations as needed/requested.

- viii. Current Accommodations are on the State website at:
<http://tn.gov/education/topic/assessment-accessibility-and-accommodations>

A.8. Exam Materials

- a. The Contractor shall provide all required exam materials including but not limited to: exam books, response documents, exam directions, exam administration manuals. All materials shall be provided to the State for review and possible revision prior to pilot exam administration. The Contractor shall allow the State a minimum of five State work days for initial review. Upon completion of any necessary revisions or modifications, the Contractor shall return materials to the State and provide not less than three State work days for final review and sign-off. The State shall have the opportunity to review and modify the design of exam materials prior to any pilot exam administration.

The following are critical tasks, which provide specifications for the expected materials to be developed by the Contractor and sent to the State. All descriptions of materials shall apply to each exam unless otherwise noted. All electronic files shall be compatible with Windows and Macintosh applications with a variety of web browsers including but not limited to Google Chrome (x), Microsoft Internet Explorer (x), Firefox (x), and Safari (x).

- b. Technical Specifications for all materials: The Contractor shall use the following guidelines for all materials developed for this program:
- (1) Exam materials defined in sections A.8 shall be used for operational and pilot administrations.
 - (2) All materials shall be available in an electronic format for use on the State's intranet. The State shall have the ability to cut and paste information from all products for the production of training materials.
- c. Training materials and meetings: The Contractor shall develop and produce the following introductory materials according to the timelines established in the Work Plan. The Contractor shall participate in up to ten (10) training meetings in Nashville, TN (one for each program of study and course exam for item development and review with teacher work groups as well as training for state staff).
- (1) Instructions for Training State Staff
 The instructions shall consist of an outline of key issues to be covered during the State staff training with explanations including all pilot administration protocols. The instructions will be provided electronically in a PowerPoint presentation format, and in an 8 ½"x11" binder that includes the script for use in training school personnel offset printed or photocopied on one side only, and a USB containing the PowerPoint presentation. Training can be conducted onsite or via webinar. The webinar shall be recorded and made available. The contract may provide a training video in addition to the PowerPoint presentation.
 - (2) Instructions for Training Teachers
 Training materials provided for training teachers, these materials shall include a script with explanations and page number references to the exam administration manual(s). A PowerPoint presentation will be included. The materials shall be electronically. Training can be conducted onsite or via webinar. The webinar shall be recorded and made available to be posted on the State website. The contract may provide a training video in addition to the PowerPoint presentation.
- d. Preparation Materials: The Contractor shall develop and produce the following materials according to timelines established in the Work Plan for each exam.
- (1) Practice exams: one per each level exam for each course. The Contractor shall develop and produce a practice exam form identical in format and content to the pilot exam form for each level exam within a course. The practice exams shall include:
 - i. Information related to understanding the exam and offer suggestions on ways to prepare for the exam.
 - ii. Items will be organized to mirror an operational exam form in style, item quantity, and format

- iii. Available in an online compatible format
 - iv. Includes the exam key and a sample response grid
- (2) Formative Exams: at least two per each level exam for each course. The Contractor shall develop and produce formative exams for each level exam within a course. The formative exams shall include:
 - i. Information related to understanding the content with CTE course standards.
 - ii. Items will be organized to mirror an operational exam form in style, item quantity, and format
 - iii. Available in an online compatible format
 - iv. Includes the exam key and a sample response grid
- e. Administration Materials: The Contractor shall develop materials to assist in the administration of exams. All materials shall be reviewed for revision in collaboration with the State prior to the pilot administration.
 - (1) Exam Administration Manual: The Contractor shall develop and produce an exam administration manual in collaboration with the State for each exam. This document is provided to assist the exam administrators during the examination session. Administration requirements for all level exams within a program of study shall be included in a manual. Manuals should be provided at a ratio based on number of students taking the exam to be determined by the State.
- f. Exam Materials: The Contractor shall prepare and produce all exam materials required for the administration of the exams. The State shall have the opportunity to review all materials for revision prior to administration.

A.9. Exam Processing Activities

- a. The Contractor shall provide the State with processing activities as defined in A.9.b-c for scoring and reporting of the exams. The accurate and consistent processing of exams is the key component in maintaining the reliability and integrity of the exams. The Contractor shall assist the State in developing processing activities for the exams according to the timeline established in section A.4 and the Work Plan. The Contractor shall provide procedures and support for all exams including but not limited to the following.
- b. The Contractor shall provide assistance in processing, scoring, and reporting student results from each pilot administration. The Contractor shall include a plan to verify the accuracy of data produced during each processing step for each pilot administration including the ability to disaggregate and aggregate the results.
- c. The Contractor shall collaborate with the State to develop programs and services for exam processing functions. The Contractor shall assist the State in creating exam processing procedures.
- d. The Contractor shall provide, at the request of the State, all contracted publications in agreed upon electronic formats to the State.

A.10. Scoring Activities

- a. The Contractor shall provide scoring assistance for the exams during pilot administration. Accurate and consistent scoring of responses is a key component in maintaining the reliability and integrity of the exams. The Contractor is required to maintain high levels of scoring accuracy. The Contractor shall provide scoring procedures and support for all exams including but not limited to the following:
- b. The Contractor shall provide exam scoring keys to the State as part of the exam blueprints as listed in section A.7.c. Scoring keys shall be provided to the State. Scoring keys will be validated, any errors shall be corrected and scoring tables updated. Scoring keys will be finalized and approved in collaboration with State staff. The scoring keys shall include but not be limited to:
 - (1) Item reference number
 - (2) Item type
 - (3) Item location
 - (4) Correct response(s) for selected response items
- c. The Contractor shall work in collaboration with the State to establish scoring tools and rubrics that reflect the expectations of the standards at each exam level. The Contractor shall work with the State to establish an efficient and accurate scoring methodology. The Contractor will assist in the implementation of scoring processes that are reliable and valid as well as efficient in terms of time and expenditures.

A.11. Technical Requirements:

a. Data Persistence

- (1) The Contractor shall develop database and data persistence strategies that are consistent with the scalability, performance, security and redundancy profile of an enterprise grade solution.
- (2) All data shall be stored, retained and exposed in a manner that is consistent with the requirements of FERPA, Federal and State policies as described in Section E.8 of this Contract.
- (3) All data captured, manipulated, processed or transformed under this Contract remains the exclusive property of the State and may not be viewed, modified or disclosed to any party without the written approval of the State except for reasonable dealings as needed to execute on the deliverables of this Contract.

b. Data Transmission

- (1) The Contractor agrees to work with the State to ensure bi-directional electronic data flows as needed to business application functionality between the State and Contractor are efficient, secure and robust.
 - i. Working with the State is defined as:
 1. Reaching agreement on the schema of data structures for each data flow required.
 2. Reaching agreement on the protocol and format for the transmission of data in the most compatible way for all data consumers.
 3. Reaching agreement on the methodology and process for the efficient transmission of data.
 4. Reaching agreement on the security and authentication model for the most secure and trustworthy transmission of data.

c. Security

- (1) The Contractor shall provide exams to the State which would be compatible with an online solution that is inherently secure and closely aligned with the rigorous data privacy standards of FERPA, state and federal requirements.
- (2) Security considerations shall include, but are not limited to:
 - i. Encryption at rest for any data that includes personally identifiable (PII) or FERPA protected information.
 - ii. Encryption in motion, including use of a secure socket sockets layer (SSL) encryption protocol between client devices and the examination servers.
 - iii. The establishment of a cyber-incident response and notification plan.
 - iv. Verifying data center vendor certifications, including alignment with; ISO27001, SOC2 Type 2 or FEDRAMP certifications.
 - v. Access logging and intruder detection processes.
 - vi. Threat modelling and vulnerability exams, including; malicious exploits, such as; Man in the Middle and SQL Injection risk exams.
 - vii. Data disposition process.
 - viii. Employee and Contractor vetting, and access control processes.
 - ix. User authentication processes.
 - x. Role management and user authorization processes.
 - xi. Regular 3rd Party Penetration testing.
 - xii. All service housing personally identifiable TN student information must reside in a data center located inside the United States.
 - xiii. At the termination of this contract, all TN data must be sanitized in accordance with the National Institute of Standards & Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization.

d. Security and confidentiality of data flowing through third party solutions or systems

- (1) The Contractor shall ensure the security and confidentiality of State data that will be used in, or flow through, third party web portal solutions or systems pursuant to Contractor contracts or subcontracts. Prior to executing agreements with such third parties, the Contractor shall execute a new data agreement with that party that includes the following minimum provisions: the imposition of the technical requirements for the purposes of State; authentication of users prior to disclosure of personally identifiable information; and

a requirement that the third party hold the State harmless for any intentional breach of data security. This shall occur at no additional cost to the State.

- (2) The State shall provide documentation of compliance with technical requirements and security to the State in a form acceptable to the State (e.g. an addendum to any existing agreements or memorandum of understanding).

- A.12. 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 general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.13. 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 on **DATE** (“Effective Date”) and extend for a period of **eighteen (18) months** after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

- B.1. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed **written number (\$number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Exam Blueprint: A.7.c.	\$ / blueprint
Technical Report: A.7.f.	\$ / print
Teacher Work Group Item Development: A.7.f.(7)iv.	\$ / item development meeting
Teacher Work Group Item Review Meeting: A.7.f.(7)v.	\$ / item review meeting
Exam Form Development for Level 1 EOC for Mechatronics: A.7.g.	\$ / exam
Exam Form Development for Level 1 EOC for Horticulture Science: A.7.g.	\$ / exam
Exam Form Development for Level 2 Interim for Mechatronics: A.7.g.	\$ / exam
Exam Form Development for Level 2 Interim for Horticulture Science: A.7.g.	\$ / exam
Exam Form Development Level 2 exam for Mechatronics: A.7.g.	\$ / exam
Exam Form Development Level 2 exam for Horticulture Science: A.7.g.	\$ / exam
Exam Form Development Level 3 Interim for Mechatronics: A.7.g.	\$ / exam

Exam Form Development Level 3 Interim for Horticulture Science: A.7.g.	\$	/ exam
Exam Form Development Level 3 exam for Mechatronics: A.7.g.	\$	/ exam
Exam Form Development Level 3 exam for Horticulture Science: A.7.g.	\$	/ exam
Pre and Post Exam for WBL: A.7.g.	\$	/ exam
Training meetings: A.8.c.	\$	/meeting
Training materials: A.8.c.(1)-(2)	\$	/set of instructions
Practice Exams: A.8.d.(1)	\$	/ exam
Formative Exams: A.8.d.(2)	\$	/ exam
Pilot Administrations: A.8.e.	\$	/ pilot
Exam processing and scoring: A.9. and A.10.	\$	/scoring process

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Division of College, Career and Technical Education
C/O Heather Justice
710 James Robertson Parkway
11th Floor Andrew Johnson Tower
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 Department of Education / CTE Exams for Programs of Study;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);

- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

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

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

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

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

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the

Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

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

The State:

Heather Justice, Executive Director, Office of Career & Technical Education
Tennessee Department of Education
710 James Robertson Parkway
11th Floor Andrew Johnson Tower
Nashville, TN 37243
Heather.Justice@tn.gov
Telephone # 615-532-2830

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless 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, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise 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 Attachment A;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, 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.

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. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. Ownership of Software and Work Products.
- a. Definitions.
 - (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
 - (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
 - (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.
 - b. Rights and Title to the Software
 - (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
 - (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other

documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.
- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.
- E.6. 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.7. 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.8. Federal Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Federal 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. Intellectual Property. 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.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify 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.12. 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.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

CANDICE MCQUEEN, COMMISSIONER

DATE

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

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION