

READ TO BE READY COACHING NETWORK CONTENT PROVIDER SOLICITATION COMPONENTS

1. INTRODUCTION

The State of Tennessee, Department of Education, hereinafter referred to as “the State,” has issued this solicitation 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 solicitation, the State seeks to procure necessary goods and 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

The Read to Be Ready Coaching Network is a statewide network to support elementary reading coaches and teachers to ultimately improve reading results for students in kindergarten through grade 3 (“K–3”). This is a three-year initiative, aimed at supporting up to 450 district-level Read to Be Ready Coaches through ongoing training and support provided by the State’s Reading Coach Consultants in the regional offices. The Read to Be Ready Coaching Network model focuses on a set of instructional outcomes that are aligned to the State’s academic standards and is based on collaborative coaching practices.

More information about the Read to Be Ready Coaching Network can be found on the State’s website at <http://tn.gov/education/topic/read-to-be-ready-coaching-network>. Information is included below to outline required components for inclusion in a bid/proposal.

The State intends to secure a Contract for approximately 8.5 months to provide content, materials, and professional development to support highly effective literacy instructional coaching practices in grades K–3. It is the intention of the State to secure a package of customized resources and professional development content, materials, and delivery to support the learning and improved professional practice of literacy instructional coaches statewide. All content, materials, and training must be provided by June 30, 2017.

The projections for this Contract range from approximately \$500,000–\$1,500,000 in the State fiscal year 2017, ending June 2017.

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

The Attachment 6.5., *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 solicitation 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 solicitation 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. Solicitation Communications

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

Solicitation #: R2BR1

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

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

Joanna Collins, Staff Attorney and Director of Contracts
Tennessee Department of Education
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243
(615) 770-3869
joanna.collins@tn.gov

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

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 solicitation to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to 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 solicitation. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.

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 solicitation. The State's official, written responses will constitute an amendment of this solicitation.

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 solicitation and participating in the solicitation process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this solicitation, including but not limited to, attachments, the Attachment 6.5, *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 solicitation must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the solicitation 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 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:

Andrew Johnson Tower, Room TBD
710 James Robertson Parkway
Nashville, TN 37243

The purpose of the conference is to discuss the solicitation 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 solicitation in writing prior to the Written Questions & Comments Deadline date detailed in 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 Section 1.4.6 and on the date detailed in Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in 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. It is, however, necessary to ensure receipt of any solicitation amendments or other notices and communications relating to this solicitation.

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 Section 2, Schedule of Events. A Respondent must respond, as required, to this solicitation (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. SCHEDULE OF EVENTS

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

EVENT	TIME	DATE
1. Solicitation Issued		August 22, 2016
2. Disability Accommodation Request Deadline	2 p.m. CDT	August 25, 2016
3. Pre-response Conference		August 26, 2016
4. Notice of Intent to Respond Deadline	2 p.m. CDT	August 29, 2016
5. Written "Questions & Comments" Deadline	2 p.m. CDT	August 31, 2016
6. State Response to Written "Questions & Comments"		September 2, 2016
7. Response Deadline	2 p.m. CDT	September 9, 2016
8. State Completion of Technical Response Evaluations		September 13, 2016
9. State Opening & Scoring of Cost Proposals	2 p.m. CDT	September 14, 2016
10. State Notice of Intent to Award Released <u>and</u> Solicitation Files Opened for Public Inspection	2 p.m. CDT	September 16, 2016
11. End of Open File Period		September 23, 2016
12. State sends contract to Contractor for signature		September 26, 2016
13. Contractor Signature Deadline	2 p.m. CDT	September 30, 2016

2.2. **The State reserves the right, at its sole discretion, to adjust the Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute a solicitation 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 solicitation must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** 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 experience, results, and approach items; and deliverables, 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 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 typed on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 10-12 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 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 solicitation and 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 Attachment 6.2, Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of 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 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 separate package or email from the Technical Response (as detailed in 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 solicitation.
- 3.2.2. A Respondent must submit the Technical Response and Cost Proposal documents as specified below.
- 3.2.2.1. One (1) copy of the Technical Response in the form of one (1) digital document in PDF format, named:
“R2BR1_Technical Response_[Respondent Legal Entity Name].pdf”
- 3.2.2.2. One (1) copy of the Cost Proposal in the form of one (1) digital document in PDF format, named:
“R2BR1_Cost Proposal_[Respondent Legal Entity Name].pdf”
- 3.2.3. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in Section 2, Schedule of Events at the following email address:

Email address: Joanna.Collins@tn.gov

Subject line: **Solicitation # R2BR1 – Response – [Respondent Legal Entity Name]**

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 solicitation 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 solicitation 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 solicitation) unless expressly requested in this solicitation. 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 solicitation 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 solicitation, except as expressly requested by the State in this solicitation. 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 solicitation:
- 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 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 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 solicitation, the State, at its sole discretion, may add such services to the contract awarded as a result of this solicitation. 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 solicitation 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 AND REQUIREMENTS

4.1. Solicitation Amendment

The State at its sole discretion may amend this solicitation, 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 solicitation Schedule of Events if deemed appropriate. If a solicitation amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to Section 1.8). A response must address the final solicitation (including its attachments) as amended.

4.2. Solicitation Cancellation

The State reserves the right, at its sole discretion, to cancel the solicitation or to cancel and reissue this solicitation 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 solicitation. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this solicitation. If the State waives variances in a response, such waiver shall not modify the solicitation requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this solicitation.

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 solicitation 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 solicitation must specifically identify the scope and portions of the work each subcontractor will perform (refer to Attachment 6.2, Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this solicitation 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 solicitation 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 solicitation. 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 solicitation. 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 solicitation, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this solicitation 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 solicitation 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 solicitation 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 solicitation 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 solicitation (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 solicitation (refer to Attachment 6.5, *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 solicitation (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 solicitation, 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 solicitation. 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 solicitation is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining solicitation terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the solicitation 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 solicitation process.

5. EVALUATION AND CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, deliverables, and cost in the evaluation of responses and will award points in each of the evaluation component categories up to the maximum evaluation points as detailed below to each response deemed by the State to be responsive.

Evaluation Component	Maximum Points Possible
General Qualifications and Experience	14
Technical Experience, Results, and Approach	40
Deliverables	60
Cost Proposal	30
TOTAL	144

5.2. Evaluation Process

The evaluation process is designed to award the Contract resulting from this solicitation 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 solicitation. "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 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 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 solicitation 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 solicitation and reject it.

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the solicitation) against the evaluation criteria in this solicitation, and will score each in accordance with the 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 Attachment 6.2, Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with Attachment 6.3, Cost Proposal & Scoring Guide.
- 5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to Attachment 6.4, 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 solicitation files available for public inspection at the time and date specified in 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 solicitation. The contract shall be substantially the same as Attachment 6.5, *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in 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 solicitation 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 solicitation 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.

SOLICITATION # R2BR1 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 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 solicitation.
2. The Respondent will provide all services as defined in the Scope of Services of Attachment 6.5, *Pro Forma Contract* for the total contract period.
3. The Respondent, except as otherwise provided in this solicitation, accepts and agrees to all terms and conditions set out in the Attachment 6.5, *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the solicitation 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 solicitation is accurate.
7. The response submitted to this solicitation 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 solicitation or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this solicitation 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 solicitation.

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 solicitation 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: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

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 solicitation requirements.

Respondent Legal Entity Name: _____

Response Page # (Respondent Completes)	Item Ref.	Section A – Mandatory Requirement Items	Pass/Fail
	A.1	The Response must be delivered to the State no later than the Response Deadline, 2 p.m. Central Daylight Time on September 9, 2016.	
	A.2	The Technical Response and the Cost Proposal documentation must be sent as separate documents as required.	
	A.3	The Technical Response must NOT contain cost or pricing information of any type.	
	A.4	The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
	A.5	A Respondent must NOT submit alternate responses	
	A.6	A Respondent must NOT submit multiple responses in different forms	
	A.7	Provide the Statement of Certifications and Assurances (Attachment 6.1) completed and signed by an individual empowered to bind the Respondent to the provisions of this solicitation and any resulting Contract. The document must be signed without exception or qualification.	
	A.8	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the Contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	

	A.9	<p>Provide documentation that the Respondent can provide training and materials to support literacy instructional coaching in grades K–3.</p> <p>Acceptable documentation:</p> <ul style="list-style-type: none">• Sample(s) agendas and materials used in previous literacy focused instructional coaching work.	
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State Use – Solicitation Coordinator Signature, Printed Name & Date:

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B – GENERAL QUALIFICATIONS AND 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 and Experience Items.

Respondent Legal Entity Name: _____

Response Page # (Respondent Completes)	Item Ref.	Section B – General Qualifications and Experience Items
	B.1	Detail the name, e-mail address, mailing address, and telephone number of the person the State should contact regarding the response.
	B.2	Describe the Respondent’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3	Detail the number of years the Respondent has been in business.
	B.4	Briefly describe how long the Respondent has been providing the goods or services required by this solicitation.
	B.5	Describe the Respondent’s number of employees, client base, and location of offices.
	B.6	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 solicitation, 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.7	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 solicitation 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 solicitation.
	B.8	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 solicitation.
	B.9	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 solicitation.

Response Page # (Respondent Completes)	Item Ref.	Section B – General Qualifications and Experience Items
	B.10	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this solicitation 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.11	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any Contract awarded pursuant to this solicitation.
	B.12	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.13	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this solicitation and which represent: <ul style="list-style-type: none"> • two (2) accounts Respondent currently services that are similar in size to the State; and • three (3) completed projects. References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account.
	B.14	Provide a statement and any relevant details addressing whether the Respondent is any of the following: a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and d) has within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE (for all Section B – Qualifications and Experience Items above):		
(maximum possible score = 14)		

Response Page # (Respondent Completes)	Item Ref.	Section B – General Qualifications and Experience Items
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State Use – Evaluator Identification:

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C – TECHNICAL EXPERIENCE, RESULTS, AND 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:

1	2	3	4	5
Response is incomplete; ability to adequately provide services is questionable	Response is limited; demonstrates potential ability to adequately provide services	Response is complete; demonstrates ability to adequately provide services	Response is clear and thorough; demonstrates ability to provide services at an advanced level	Response is clear, thorough, and compelling; demonstrates ability to provide services at an exceptional level

Respondent Legal Entity Name: _____

Response Page # (Respondent Completes)	Item Ref.	Section C – Technical Experience, Results, and Approach Items	Item Score
	C.1	Provide a descriptive statement detailing evidence of the Respondent’s prior experience developing K–3 literacy content for professional learning settings.	
	C.2	Provide a descriptive statement detailing quantitative and/or qualitative evidence of the results of the K–3 literacy-based professional learning referenced in the previous criterion.	
	C.3	Provide a descriptive statement detailing the Respondent’s philosophy and approach to K–3 literacy development, including elements of effective early literacy instruction, and theoretical and research base.	
	C.4	Provide a descriptive statement detailing additional evidence of the Respondent’s ability to deliver the goods or services sought under this solicitation, as it relates to K–3 literacy (e.g., certifications, publications, training, etc.).	
	C.5	Provide a descriptive statement detailing evidence of the Respondent’s prior experience developing instructional coaching content for professional learning settings.	
	C.6	Provide a descriptive statement detailing quantitative and/or qualitative evidence of the results of the coaching-based professional learning referenced in the previous criterion.	
	C.7	Provide a descriptive statement detailing the Respondent’s philosophy and approach to instructional coaching , including a theoretical and evidence base.	

Response Page # (Respondent Completes)	Item Ref.	Section C – Technical Experience, Results, and Approach Items	Item Score
	C.8	Provide a descriptive statement detailing additional evidence of the Respondent's ability to deliver the goods or services sought under this solicitation, as it relates to instructional coaching (e.g., certifications, publications, training, etc.).	
SCORE (for all Section C – Technical Experience, Results, and Approach Items above): (maximum possible score = 40)			
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D – DELIVERABLES. 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:

1	2	3	4	5
Response is incomplete; ability to adequately provide services is questionable	Response is limited; demonstrates potential ability to adequately provide services	Response is complete; demonstrates ability to adequately provide services	Response is clear and thorough; demonstrates ability to provide services at an advanced level	Response is clear, thorough, and compelling; demonstrates ability to provide services at an exceptional level

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 D – Deliverables Items	Item Score	Evaluation Factor	Raw Weighted Score
	D.1	Provide a descriptive statement detailing the content and materials the Respondent would provide for professional development workshops for up to four-hundred fifty (450) Read to Be Ready Coaches, that are aligned to instructional outcomes 3 through 6 of the Read to Be Ready Coaching Network as outlined in Attachment 6.5, Section A.3, Table A.3.a., and that also incorporate principles and practices of instructional coaching.		3	
	D.2	Provide a descriptive statement detailing how the Respondent would align training content and materials with training content and materials previously designed and delivered by the State, as outlined in Attachment 6.5, Sections A.3 and A.5.		3	

Response Page # (Respondent Completes)	Item Ref.	Section D – Deliverables Items	Item Score	Evaluation Factor	Raw Weighted Score
	D.3	Provide a descriptive statement detailing the training content and materials the Respondent would provide for up to sixteen (16) Reading Coach Consultants and twenty (20) additional State employees to prepare them to deliver the training developed for years 2 and 3 of the Coaching Network.		2	
	D.4	Provide a descriptive statement detailing the materials the Respondent would provide for a suite of supporting documents, including materials for teachers, supervisors of instruction, principals, and coaches.		1	
	D.5	Provide a preliminary work plan that illustrates how the Respondent will complete the scope of services and required deliverables and meet the State's project schedule.		2	
	D.6	Provide a comprehensive management plan that describes the Respondent's project management team, the communication plan and meeting schedules, and the management support structure. Sample communications and meeting minutes should be included, and can come from past similar projects.		1	
SCORE (for all Section D – Deliverables Items above): (maximum possible score = 60)					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

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 Attachment 6.5, *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 solicitation. 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 Attachment 6.5), "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 solicitation 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)
Development of content and materials for training of Reading Coach Consultants as described in Attachment 6.5, Section A.3.	\$ / EACH	3	
Materials for in-person facilitation to Reading Coach Consultants and State employees as described in Attachment 6.5, Section A.3.	\$ / READING COACH CONSULTANT AND STATE EMPLOYEE	2	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Facilitation of in-person meetings as described in Attachment 6.5, Section A.4.	\$ / FACILITATOR PER DAY	2	
Development of content and materials for training of Read to Be Ready Coaches as described in Attachment 6.5, Section A.5.	\$ / EACH	3	
Materials for Read to Be Ready Coaches as described in Attachment 6.5, Section A.5.	\$ / SET OF MATERIALS	2	
Development of content and materials for the training of principals, assistant principals, and supervisors of instruction as described in Attachment 6.5, Section A.6.	\$ / EACH	1	
Development of support documents and materials as described in Attachment 6.5, Section A.8.	\$ / EACH	1	
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.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		X	30 (maximum section score)
		=	SCORE:
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS AND EXPERIENCE (maximum: 14)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL EXPERIENCE, RESULTS, AND APPROACH (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
DELIVERABLES (maximum: 60)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 144)						
Solicitation Coordinator Signature, Printed Name & Date:						

SOLICITATION # R2BR1 *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 solicitation.



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date October 17, 2016	End Date June 30, 2017	Agency Tracking # 33139-00217	Edison Record ID [REDACTED]		
Contractor Legal Entity Name [REDACTED]			Edison Vendor ID [REDACTED]		
Goods or Services Caption (one line only) Read to Be Ready Coaching Network content provider					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	[REDACTED]				[REDACTED]
TOTAL:	[REDACTED]				[REDACTED]
Contractor Ownership Characteristics: <input type="checkbox"/> Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary) <input checked="" type="checkbox"/> Competitive Selection <input type="checkbox"/> Other					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)			

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

This Contract, by and between the State of Tennessee, Department of Education (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of Read to Be Ready Coaching Network content and materials, 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. **Read to Be Ready Coaching Network** – The Read to Be Ready Coaching Network is a statewide network to support elementary reading coaches and teachers to ultimately improve reading results for students in kindergarten through grade 3 (“K–3”). This is a three-year initiative that will support up to 450 Read to Be Ready Coaches, with ongoing training and support provided by the State’s Reading Coach Consultants.
- b. **CORE Offices** – The State’s Centers of Regional Excellence, or CORE Offices, are eight (8) offices located regionally around the State of Tennessee, whose purpose is to provide to support to local education agencies (“LEAs”) within their respective regions.
- c. **Read to Be Ready Coaches** – Each individual serving as a Read to Be Ready Coach is an employee of a Tennessee LEA who serves as an elementary school instructional coach within his or her LEA. These individuals will partner with the State as contractors to implement Read to Be Ready instructional coaching to partner teachers within their LEAs, focusing on early literacy instruction.
- d. **Reading Coach Consultants** – Regional Coach Consultants are State employees based in CORE Offices whose role is to provide training and support to Read to Be Ready Coaches.
- e. **Content** – The content of the Read to Be Ready Coaching Network includes a set of literacy-based instructional outcomes and a State-generated coaching framework as outlined in Table A.3.a. and as specified by the State. The Contractor shall customize content to align with the State’s academic standards, previously developed content, and preferences, as requested by the State. All content shall be subject to review and final approval by the State.
- f. **Materials** – Materials include the following media both in hard-copy and electronic copies, as specified by the State, that contain Read to Be Ready Coaching Network content:
 - a. participant training manuals
 - i. Hard copies shall be coil-bound with up to 400 black and white pages, up to 10 color pages, a full-color front cover, and up to 10 labeled tabs.
 - ii. Electronic copies shall be in both .DOCX and .PDF formats.
 - b. facilitator training manuals
 - i. Hard copies shall be coil-bound with up to 400 black and white pages, up to 10 color pages, a full-color front cover, and up to 10 labeled tabs.
 - ii. Electronic copies shall be in both .DOCX and .PDF formats.

- c. facilitator notes
 - i. Hard copies shall be either one-sided stapled handouts or included within the facilitator training manuals.
 - ii. Electronic copies shall be in both .DOCX and .PDF formats.
- d. facilitator PowerPoint presentations
 - i. Hard copies shall be one-sided stapled handouts.
 - ii. Electronic copies shall be in .PPTX and .PDF formats.
- e. videos providing examples of the implementation of content
- f. videos providing examples of the blending of the literacy-based instructional outcomes and the coaching framework

All materials shall be subject to review and final approval by the State.

A.3. The Contractor shall provide Read to Be Ready Coaching Network training content and materials, utilizing a train-the-trainer model, for up to sixteen (16) Reading Coach Consultants and up to twenty (20) additional State employees. Specifically, the Contractor shall design training content and materials utilizing a train-the-trainer model for four (4) trainings, each up to three (3) days in length. Each training will be aligned to one of the instructional outcomes and the corresponding coaching cycle step as outlined in table A.3.a. The Contractor shall customize and design the training content and materials for Semesters Three through Six, as outlined in Table A.3.a., to ensure consistency and alignment with training content and materials for Semesters One and Two, which were previously designed and delivered by the State.

Table A.3.a.

Read to Be Ready Training – Session Outline					
Year One		Year Two		Year Three	
State-designed		To be developed by the Contractor		To be developed by the Contractor	
<ul style="list-style-type: none"> • Instructional Outcome 1 • Coaching Cycle Step 1 	<ul style="list-style-type: none"> • Instructional Outcome 2 • Coaching Cycle Step 2 	<ul style="list-style-type: none"> • Instructional Outcome 3 • Coaching Cycle Step 3 	<ul style="list-style-type: none"> • Instructional Outcome 4 • Coaching Cycle Step 4 	<ul style="list-style-type: none"> • Instructional Outcome 5 • Coaching Cycle Step 5 	<ul style="list-style-type: none"> • Instructional Outcome 6 • Full Coaching Cycle
<u>Semester One</u> • 5 days of training	<u>Semester Two</u> • 2 days of training	<u>Semester Three</u> • 3 days of training	<u>Semester Four</u> • 2 days of training	<u>Semester Five</u> • 3 days of training	<u>Semester Six</u> • 2 days of training
Read to Be Ready Training – Session Content Structure					
Deepening Knowledge of the Coaching Cycle					
<ul style="list-style-type: none"> • Overview entire coaching cycle • In-depth learning for Learn and Plan 	<ul style="list-style-type: none"> • Big picture re-grounding with entire coaching cycle • Evaluate/reflect upon Learn and Plan • In-depth learning for Apply 	<ul style="list-style-type: none"> • Big picture re-grounding with entire coaching cycle • Evaluate/reflect upon Apply • In-depth learning for Reflect 	<ul style="list-style-type: none"> • Big picture re-grounding with entire coaching cycle • Evaluate/reflect upon Reflect • In-depth learning for Refine or Extend 	<ul style="list-style-type: none"> • Big picture re-grounding with entire coaching cycle • Evaluate/reflect upon Refine or Extend • In-depth learning for Evaluate 	<ul style="list-style-type: none"> • Big picture re-grounding with entire coaching cycle • Evaluate/reflect upon Evaluate • Coaching Cycle Cumulative Focus/Activity

Six Literacy Instructional Outcomes					
<ul style="list-style-type: none"> • Overview all six literacy outcomes • In-depth learning for Interactive Read Alouds 	<ul style="list-style-type: none"> • Big picture re-grounding with all six literacy outcomes • Evaluate/reflect upon Read Aloud • In-depth learning for Shared Reading 	<ul style="list-style-type: none"> • Big picture re-grounding with all six literacy outcomes • Evaluate/reflect upon Shared Reading • In-depth learning for Response to Text through Interactive Speaking • In-depth learning for Response to Text through Interactive Writing 	<ul style="list-style-type: none"> • Big picture re-grounding with all six literacy outcomes • Evaluate/reflect upon Response to Text through Interactive Speaking and Writing • In-depth learning for Guided Reading and Instructional Level Texts 	<ul style="list-style-type: none"> • Big picture re-grounding with all six literacy outcomes • Evaluate/reflect upon Guided Reading and Instructional Level Texts • In-depth learning for Foundational Skills through Reading and Writing 	<ul style="list-style-type: none"> • Big picture re-grounding with all six literacy outcomes • Evaluate/reflect upon Foundational Skills through Reading and Writing • Coaching Cycle Cumulative Focus/Activity
Literacy Outcomes Embedded within Coaching Cycle					
<ul style="list-style-type: none"> • Connection of read aloud with the coaching cycle 	<ul style="list-style-type: none"> • Connection of shared reading with the coaching cycle 	<ul style="list-style-type: none"> • Connection of Interactive Speaking with the coaching cycle • Connection of Writing with the coaching cycle 	<ul style="list-style-type: none"> • Connection of Guided Reading and Instructional Level Texts with the coaching cycle 	<ul style="list-style-type: none"> • Connection of Foundational Skills through Reading and Writing with the coaching cycle 	<ul style="list-style-type: none"> • Comprehensive Action Planning with both Coaching Cycle and Six Literacy Instructional Outcomes

- A.4. The Contractor shall deliver in-person facilitation and training on the train-the-trainer content and materials described in Section A.3 to sixteen (16) Reading Coach Consultants and up to twenty (20) additional State employees to prepare them to deliver the designed training to district Read to Be Ready Coaches. The Contractor may provide up to two (2) facilitators for this in-person training. The Contractor shall deliver all final training materials to a to-be-determined address in Nashville, Tennessee no later than June 30, 2017, on a timeline to be specified by the State.
- A.5. The Contractor shall provide Read to Be Ready Coaching Network training content and a set of materials for up to four-hundred fifty (450) district Read to Be Ready Coaches. Specifically, the Contractor shall customize and design training content and materials for four (4) trainings, each up to three (3) days in length, for four-hundred fifty (450) district Read to Be Ready Coaches. Each training will be aligned to one of the instructional outcomes and the corresponding coaching cycle step as outlined in table A.3.a. The Contractor shall customize and design the training content and materials to align with training content and materials previously designed and delivered by the State, as requested by the State. The Contractor shall deliver all final training materials to a to-be-determined address in Nashville, Tennessee no later than June 30, 2017, on a timeline to be specified by the State.
- A.6. The Contractor shall collaborate with the State to develop training content and materials that can be integrated into the Integrated Leadership Course, a professional development series for principals, assistant principals, and supervisors of instruction, currently developed and led by the State.
- A.7. All training content and materials that the Contractor provides shall align to current and future State academic standards and assessments for English language arts and reading. The State shall have final approval of all training content and materials.
- A.8. The Contractor shall develop supporting documents and materials aligned to the content of the Read to Be Ready Coaches Network training including teacher, supervisor, principal, and coach tools. Supporting documents and materials may include sample lesson plans, observation or walkthrough guides, lists of reflective questions, online training modules, webinars, and professional learning community guides, as requested by the State.

- A.9 Within two (2) weeks of the start date of this Contract, the Contractor shall submit to the State a preliminary work plan for review and approval by the State. This work plan shall set forth clear milestones, deadlines, and a division of responsibility that detail how the Contractor will complete the Scope of this Contract. This work plan shall also include the Contractor's project management team, communication plan, collaboration plan, and meeting schedules. The State will respond to the Contractor's submission of the work plan within a maximum of five (5) business days. Collaboration between the Contractor and the State shall result in a final work plan no later than fifteen (15) business days following the Contractor's initial submission of the work plan.
- A.10. The State shall have final, perpetual ownership rights to all content and training materials customized by the Contractor for the State provided under this Contract. The State shall have perpetual, royalty-free licensing rights to any off-the-shelf content and training materials to which the Contractor has preexisting intellectual property ownership rights.
- A.11. The Contractor shall be expected to collaborate with the State on the development of content and materials throughout the term of this Contract.
- 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 for the period beginning on **October 17, 2016** ("Effective Date") and ending on **June 30, 2017**, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$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)
Development of content and materials for training of Reading Coach Consultants as described in Section A.3.	\$ Number each
Delivery of materials for in-person facilitation to Reading Coach Consultants as described in Section A.3.	\$ Number per Reading Coach Consultant and State employee
Facilitation of in-person trainings as described in Section A.4.	\$ Number per facilitator per day
Development of content and materials for training of Read to Be Ready Coaches as described in Section A.5.	\$ Number each
Delivery of materials for Read to Be Ready Coaches as described in Section A.5.	\$ Number per set of materials
Development of content and materials for the training of principals, assistant principals, and supervisors of instruction as described in Section A.6.	\$ Number each
Development of supporting documents and materials as described in Section A.8.	\$ Number each

- c. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.
- 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:

Linda Curray
 Tennessee Department of Education
 Andrew Johnson Tower, 12th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
Linda.Curray@tn.gov
 Phone: (615) 532-6258
 Fax: (615) 532-8312

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Education, Office of Academic Strategy and Operations;
 - (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:

Josh Hailey, Director of Finance and Operations, Office of Academic Strategy and Operations
Tennessee Department of Education
Andrew Johnson Tower, 12th Floor
710 James Robertson Parkway
Nashville, TN 37243
Josh.Hailey@tn.gov
Phone: (615) 892-0635
Fax: (615) 532-8312

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Phone: 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 or disqualified.

- 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, workaroud 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.

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. 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.6. 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.7. 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

DR. CANDICE MCQUEEN, COMMISSIONER

DATE

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