STATE OF TENNESSEE
TENNESSEE HIGHER EDUCATION COMMISSION

REQUEST FOR PROPOSALS 33201-02116
AMENDMENT ONE
STATEWIDE ELECTRONIC TRANSCRIPT EXCHANGE

DATE: 7/21/2015

RFP 33201-02116 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		June 12, 2015
2. Disability Accommodation Request Deadline	2:00 P.M.	June 17, 2015
3. Pre-response Conference	2:00 P.M.	June 19, 2015
4. Notice of Intent to Respond Deadline	2:00 P.M.	June 26, 2015
5. Written "Questions & Comments" Deadline	2:00 P.M.	July 2, 2015
6. State Response to Written "Questions & Comments"		July 9, 2015
7. Response Deadline	4:00 P.M.	August 5, 2015
8. State Completion of Technical Response Evaluations		August 12, 2015
9. State Opening & Scoring of Cost Proposals	2:00 P.M.	August 14, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 P.M.	August 17, 2015
11. End of Open File Period		August 24, 2015
12. State sends contract to Contractor for signature		August 25, 2015
13. Contractor Signature Deadline	2:00 P.M.	August 31, 2015

2. Delete RFP attachment 6.6, Pro Forma contract section A.7. in its entirety and insert the following in its place: (any sentence or paragraph containing revised or new text is highlighted)**:**

A.7. Electronic File Transfer System. The System must meet the following file transfer system requirements:

a. Support for appropriate education industry accepted Postsecondary Electronic Standards Council (PESC) data standards and specifications and the capability to transmit transcripts to destinations as PESC XML data files, not PDF files wrapped in XML. The system must also support SPEEDE EDI, PDF and CSV file formats;

b. The capability for participating K-12 entities, encompassing public, private, and homeschooled students, to request student records to be sent to the institution or entity of their choice, including TSAC and the NCAA Clearinghouse;

c. The capability for higher education students and entities to request student records to be sent to the institution or entity of their choice, and the capability to send to multiple institutions at one time;

d. The capability for students and parents/guardians, in the case of a minor, to request high school transcripts to be sent to the institution or entity of their choice, and to multiple institutions at one time. Parents/guardians of minors cannot request college transcripts of minors;

e. Users will not be charged for the sending of electronic transcripts of current or recent high school students. A current student is defined as a student currently enrolled in high school. A student is considered a recent high school student until October 1 following their high school graduation;

f. Users will not be charged for the sending of electronic transcripts of current postsecondary students to other Tennessee higher education institutions participating in the System. A current student is defined as a student currently enrolled at a postsecondary institution participating in the System. Any fee charged to students sending transcripts outside of the system must be at a rate approved by the State.

g. Users will not be charged for the sending of electronic transcripts to TSAC;

h. Data files sent to TSAC will include the GPA calculated by Tennessee high schools using the uniform grading policy. Data files sent to TSAC will also provide all data necessary for an independent calculation of students' GPA used for TELS eligibility determination.

3. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
TENNESSEE HIGHER EDUCATION COMMISSION

REQUEST FOR PROPOSALS
FOR
STATEWIDE ELECTRONIC TRANSCRIPT EXCHANGE
RFP # 33201-02116
RELEASE 2

RFP CONTENTS

SECTIONS:

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5. **EVALUATION & CONTRACT AWARD**

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6.1. **Response Statement of Certifications & Assurances**
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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

In 2005, THEC, the Tennessee Department of Education (TDOE), and the Tennessee Student Assistance Corporation (TSAC) sought an electronic transcript solution that would facilitate the electronic movement of transcript data between K-12 and higher education sectors and for the purpose of verifying students' eligibility for the Tennessee Education Lottery Scholarship (TELS) awards. In an effort to improve efficiencies across the education pipeline, Tennessee seeks a solution which provides for a secure, efficient, and seamless transmission of transcript data between high schools and higher education, high schools and TSAC, and between higher education institutions.

In 2002, the citizens of Tennessee approved an amendment to the Constitution of Tennessee to permit a state lottery, with the net proceeds of the lottery to be used to provide financial assistance to Tennesseans to attend postsecondary institutions in the state. Pursuant to that, TSAC was charged with administering the TELS Program that has grown to include the General Assembly Merit Scholarship (GAMS), the ASPIRE Award, the HOPE Access Grant, Wilder-Naifeh Technical Skills Grant, the HOPE Scholarship for Non-traditional Students, the Dual Enrollment Grant, the Hope Foster Child Tuition Grant, the Helping Heroes Grant and the Tennessee Math and Science Teacher Loan Forgiveness Program.

The transcript data exchange solution shall:

a. Provide a secure user-friendly solution for requesting and transmitting student records to the educational entities and organizations across Tennessee.

b. Provide a Tennessee-standardized dataset of all electronic transmitted student records and transcripts.

c. Provide a secure user-friendly solution for submitting transcript data to TSAC for the purposes of GPA verification for the TELS Program.

d. Reduce data entry by higher education institution personnel into their student information systems.

e. Support the transfer of transcripts and records to external stakeholders such as the National Collegiate Athletic Association (NCAA) Eligibility Clearinghouse.

The detailed requirements for the services requested in this RFP can be found in RFP Attachment 6.6., *Pro Forma* Contract.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

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

RFP 33201-02116

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

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

Marcie Mills
Contracts Administration Manager
Tennessee Higher Education Commission
Suite 1510, Parkway Towers
404 James Robertson Parkway
Nashville, TN 37243
Marcie.Mills@TN.gov
Telephone: 615.532.3500
Fax: 615.741.5555

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

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

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

Scott Sloan
Associate Executive Director, Legal and Regulatory Affairs
Tennessee Higher Education Commission
Suite 1900, Parkway Towers
404 James Robertson Parkway
Nashville, TN 37243
Scott.Sloan@tn.gov
Telephone: 615.741.3605
Fax: 615.741.6230

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

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

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

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

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

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

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

1.5. Assistance to Respondents with a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to

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

1.6. Respondent Required Review & Waiver of Objections

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

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

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

1.7. Pre-Response Conference

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

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

To attend the call:

1) The Toll-Free Dial-In Number is 1.888.757.2790
2) A voice prompt will request you to enter the Passcode **133380**, followed by the # sign.
3) A voice prompt will ask you to hold while your passcode is being accepted.
4) The following keypad commands may be used:
   - Press *1 to hear a help menu.
   - Press *0 to reach an operator.
   - Press *6 to mute or "un-mute" line.
   - Press *4 to increase conference volume.
   - Press *7 to decrease conference volume.
   - Press *5 to increase your voice volume.
   - Press *8 to decrease your voice volume.

   ** Please remember that if you have background music when your line is placed on "hold," please lay the phone down or disconnect from the conference if you must answer another call or other interruption.

You may call our local line at 615.253.7477 for assistance.

1.8. Notice of Intent to Respond

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

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

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

1.9. Response Deadline

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		June 12, 2015
2. Disability Accommodation Request Deadline	2:00 P.M.	June 17, 2015
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12. State sends contract to Contractor for signature		August 25, 2015
13. Contractor Signature Deadline	2:00 P.M.	August 31, 2015

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

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

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

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

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

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

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

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

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

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

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

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

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP 33201-02116 TECHNICAL RESPONSE ORIGINAL"

and Seven (7) paper copies of the Technical Response labeled:

"RFP 33201-02116 TECHNICAL RESPONSE COPY"

and Eight (8) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP 33201-02116 TECHNICAL RESPONSE COPY"

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

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP 33201-02116 COST PROPOSAL ORIGINAL"

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

"RFP 33201-02116 COST PROPOSAL COPY"

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

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

"DO NOT OPEN… RFP 33201-02116 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"DO NOT OPEN… RFP 33201-02116 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFP 33201-02116 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

Marcie Mills
Contracts Administration Manager
Tennessee Higher Education Commission
Suite 1510, Parkway Towers
404 James Robertson Parkway
Nashville, TN 37243
Marcie.Mills@TN.gov
Telephone: 615.532.3500
Fax: 615.741.5555

3.3. Response & Respondent Prohibitions

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

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

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

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

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

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

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

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

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

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

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

3.4. Response Errors & Revisions

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

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request

signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

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

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

4.7. **Professional Licensure and Department of Revenue Registration**

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

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

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

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

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

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

4.9. **Contract Approval and Contract Payments**

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

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

and after the Contract is approved by all other state officials as required by applicable laws and regulations.

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

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

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

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the

State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. Next Ranked Respondent

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**20**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**50**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

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

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

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

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

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

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

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

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

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

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

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

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

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

5.3. **Contract Award Process**

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

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

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

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

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

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

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

RFP 33201-02116 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

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 RFP requirements.

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
State Use – Solicitation Coordinator Signature, Printed Name & Date: *Marcie Mills, Contracts Administration Manager* *DATE*			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) <u>Do NOT open the sealed references upon receipt</u>. (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and 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 <u>all</u> Section B—Qualifications & Experience Items above)*: *(maximum possible score =20)*		

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
State Use – Evaluator Identification: ***PRINTED NAME and SIGNATURE***		***DATE***

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		Project Management			
	C.1.	Provide a narrative that illustrates the Respondent's understanding of THEC's requirements including a narrative that describes in detail how the Respondent will complete the scope of services, accomplish the required objectives and meet the State's project schedule.		**100**	
	C.2.	Describe how the Respondent will manage the project in accordance with Sections A.4. and A.5. of the *Pro Forma* Contract. Describe how the Respondent will perform project review and monitoring activities. Describe how the Respondent will engage in project activities, meetings and discussions with the parties. Describe specific review approaches that will be used for the various phases of the project, activities and artifacts (e.g. for requirements, design, construction, configuration, and testing review). Provide examples of milestone deliverables. Highlight any unique experience, capabilities or approaches that will help THEC manage and monitor the project.		**70**	
	C.3.	Include a list of position titles and job descriptions of the personnel that provide direct client interface, and their supervisors, on an ongoing or project-based basis.		**15**	
		System Features and Functionality			
	C.4.	Provide a detailed narrative that describes the proposed, high-level architecture and design of the System as outlined in sections A.6. and A.7. of the *Pro Forma* Contract. The narrative should demonstrate an understanding of general program requirements and required system functions and components. The narrative should describe the tools and technologies proposed for development and implementation of the application, including database server, web server and development language or tool standards. The Respondent must provide a pictorial representation of the proposed System architecture and design that illustrates the various system components, including user and professional user interfaces, databases, etc. Detail the process high schools		**155**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		with use to send transcript data. Detail the process higher education institutions will use to send and receive transcript data.			
	C.5.	Demonstrate an understanding of THEC's requirements for database integration and extraction of data by providing a detailed explanation of how your solution meets the requirements as outlined in section A.8. of the *Pro Forma* Contract. The narrative should include a detailed description of how the Respondent will provide and implement the technology necessary to integrate data into student information systems housed by TELS-eligible higher education institutions. The narrative should include to what extent the solution is compatible with the following higher education data systems: Banner, Colleague, CAMS, PowerCAMPUS, Jenzabar, and ACCESS. The narrative should also include a detailed description of how the Respondent will provide and implement transcript data extraction and sending functionality for all major student information systems used by Tennessee school districts. The narrative should include to what extent the solution is compatible with the following K-12 student information systems: PowerSchool, PowerSchool SMS, Synergy, Aspen, Skyward, and InformationNow.		**85**	
	C.6.	Demonstrate an understanding of THEC's requirements for a user management system by providing a detailed explanation of how your solution meets the requirements as outlined in section A.9. of the *Pro Forma* Contract.		**65**	
	C.7.	Demonstrate an understanding of THEC's requirements for notification functionality by providing a detailed explanation of how your solution meets the requirements as outlined in section A.10. of the *Pro Forma* Contract.		**65**	
	C.8.	Demonstrate an understanding of THEC's reporting functionality requirements by providing a detailed explanation of how your solution meets the requirements as outlined in section A.11. of the *Pro Forma* Contract.		**65**	
	C.9.	Demonstrate an understanding of THEC's outreach and training requirements by providing a detailed explanation of how your solution meets the requirements as outlined in section A.12. of the *Pro Forma* Contract.		**65**	
System Configuration					
	C.10.	Provide a narrative outlining how the transcript exchange system will be hosted and maintained. At a minimum, the narrative should include information regarding: • Web, applications, and database servers including general set-up and size, technology and architecture. • Compatibility with currently supported versions of all		**75**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		major Web browsers. • System capacity and the amount of capacity used during peak usage. • Provisions that have been developed for system redundancy, including hardware, software, and data. • Applicable system service-level agreement (SLA) information, including a sample agreement. A sample of an SLA is attached to the *Pro Forma* Contract at Attachment D.			
Data Security and Recovery					
	C.11.	Provide a narrative that illustrates the specific methods and approaches the Respondent will employ to ensure that user data is secure and confidential. Describe how the Respondent will maintain a secure and restricted environment. Include a written copy of the Respondent's security policies. Detail the process by which the Respondent will secure and segregate Tennessee data from other clients and how THEC would withdraw data stored by Tennessee users. Outline how data is backed up, archived, and destroyed when necessary. Describe the proposed solution's compliance with federal law governing data security, including FERPA and COPPA. Provide the results of any independent security audits conduct within the last two years.		**125**	
	C.12.	Provide a narrative that describes the Respondent's disaster recovery systems that have been put in place. Indicate the Respondent's standards concerning the degree in which data can be lost in the case of disaster recovery and potential solutions for preventing lost data.		**75**	
Customer Service Support					
	C.13.	Provide a narrative of how users obtain technical support while using the proposed solution. Describe in detail the nature of the Respondent's customer support system. Report specifics on the dedicated system support staff, availability for Tennessee end users including days and hours throughout the calendar year. Outline a detail plan to ensure support staff is knowledgeable about specifics regarding the Tennessee System.		**40**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 50** *(maximum possible score)*	**= SCORE:**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
State Use – Evaluator Identification: *PRINTED NAME and SIGNATURE*			*DATE*		
State Use – Solicitation Coordinator Signature, Printed Name & Date: *MARCIE MILLS, CONTRACTS ADMINISTRATION MANAGER*			*DATE*		

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Initial Development and Project Plan Implementation, Including "Onboarding" all TELS-Eligible High Schools, Marketing, and Training A.4., A.6. – A.12.	**$ Number / One-Time**	1	
Project Plan Maintenance and Updates A.5.	**$ Number / Quarter**	18 Quarters (Beginning with the Third Quarter)	
"Onboarding" all TELS-Eligible Higher Education Institutions and TCATs	**$ Number / Per Institution**	89	
Functional Design Requirements A.17. (Up to, but not to exceed, 90 Hours per Quarter)	**$ Number / Hour**	(90 Hours per 20 Quarters)	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**	**x 30 (maximum section score)**	**= SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			
MARCIE MILLS, CONTRACTS ADMINISTRATION MANAGER		***DATE***	

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP 33201-02116 STATEWIDE ELECTRONIC TRANSCRIPT EXCHANGE REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATE:

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
Reviewer 1						
Reviewer 2						
Reviewer 3						
Reviewer 4						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
Reviewer 1						
Reviewer 2						
Reviewer 3						
Reviewer 4						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: 30)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

MARCIE MILLS, CONTRACTS ADMINISTRATION MANAGER *DATE*

RFP 33201-02116 *PRO FORMA* CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HIGHER EDUCATION COMMISSION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Tennessee Higher Education Commission, hereinafter referred to as "THEC" or "State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of a statewide electronic transcript exchange, as further defined in the "SCOPE OF SERVICES."

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 OF SERVICES:

A.1. The Contractor shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. Background and Objectives: In 2005, THEC, the Tennessee Department of Education (TDOE), and the Tennessee Student Assistance Corporation (TSAC) sought an electronic transcript solution that would facilitate the electronic movement of transcript data between K-12 and higher education sectors and for the purpose of verifying students' eligibility for the Tennessee Education Lottery Scholarship (TELS) awards. In an effort to improve efficiencies across the education pipeline, Tennessee seeks a solution which provides for a secure, efficient, and seamless transmission of transcript data between high schools and higher education, high schools and TSAC, and between higher education institutions.

In 2002, the citizens of Tennessee approved an amendment to the Constitution of Tennessee to permit a state lottery, with the net proceeds of the lottery to be used to provide financial assistance to Tennesseans to attend postsecondary institutions in the state. Pursuant to that, TSAC was charged with administering the TELS Program that has grown to include the General Assembly Merit Scholarship (GAMS), the ASPIRE Award, the HOPE Access Grant, Wilder-Naifeh Technical Skills Grant, the HOPE Scholarship for Non-traditional Students, the Dual Enrollment Grant, the Hope Foster Child Tuition Grant, the Helping Heroes Grant and the Tennessee Math and Science Teacher Loan Forgiveness Program.

The transcript data exchange solution shall:

a. Provide a secure user-friendly solution for requesting and transmitting student records between educational entities and organizations across Tennessee.

b. Provide a Tennessee-standardized dataset of all electronic transmitted student records and transcripts.

c. Provide a secure user-friendly solution for submitting transcript data to TSAC for the purposes of GPA verification for the TELS Program.

d. Reduce data entry by higher education institution personnel into their student information systems.

e. Support the transfer of transcripts and records to external stakeholders such as the National Collegiate Athletic Association (NCAA) Eligibility Clearinghouse.

A.3. System. The Contractor shall provide, implement, maintain, and support a web-based electronic transcript service, hereinafter referred to as the "System," for Tennessee high schools and Tennessee institutions of higher education. Users of the System shall include Tennessee public and private high schools, Tennessee institutions of higher education, and students and parents/guardians. The Contractor shall deploy and implement a solution that facilitates the movement of transcript data between high schools and higher education institutions, high schools and TSAC, and between higher education institutions. The System shall also provide a solution for the electronic movement of homeschool student's transcript data. The System shall provide for the flow of transcript data to other databases managed by THEC, including, but not limited to, the student information system (SIS) maintained by THEC and the Internet-based delivery system e*GRandS for the administration of TSAC's grant and scholarship programs.

A.4. Project Plan Implementation. The Contractor shall provide a Project Plan to THEC no later than thirty (30) calendar days after the effective date of the Contract. The plan shall be electronically maintained and shall detail all aspects of implementation, including target dates for key deliverables to be completed within six (6) months of the effective date of the Contract. Mandatory inclusions in the Project Plan shall include: (1) Product development timeline (specifically, exploration, initial development, testing, implementation phases, etc.); (2) Identification of Contractor and THEC responsibilities, respectively; (3) Schedule of meetings and key business rules for communication between Contractor and THEC; (4) Internal and external stakeholder training schedule; and (5) Names and title of key implementation staff.

THEC will assist the Contractor in identifying updates to the Project Plan. After these updates have been identified, the Contractor will accept the Project Plan, make the necessary updates, and submit to THEC for review and approval. Upon approval, the Contractor shall assume ongoing maintenance responsibilities for the Project Plan in coordination with THEC as needed. The Contractor will report monthly on the project progress to the project manager. This report will detail completed, usable, functional aspects of the project as well as listing the next month's development effort.

A.5. Project Plan Maintenance and Updates. Before the third quarter of the first contract year, the Contractor shall provide a Project Plan to THEC for the third and fourth quarters of the first contract year. Each contract year thereafter, the Project Plan shall be provided to the THEC project manager thirty (30) calendar days prior to the start of the new year of the Contract. The Project Plan will contain (1) Outline of the Contractor's plans to maintain and update the System; (2) Product timelines; (3) Identification of Contractor and THEC responsibilities, respectively; (4) Schedule of meetings and key business rules for communication between Contractor and THEC; (5) Internal and external stakeholder training schedule, if appropriate; (6) Names and title of key implementation staff; and (7) A report of all deliverables identified in the previous Project Plan.

THEC will assist the Contractor in identifying updates to the Project Plan. After these updates have been identified, the Contractor will accept the Project Plan, make the necessary updates, and submit to THEC for review and approval. Upon approval, the Contractor shall assume ongoing maintenance responsibilities for the Project Plan in coordination with THEC as needed. The Contractor will report quarterly on the project progress to the project manager. This report will detail completed, usable, functional aspects of the project as well as listing the next quarter's development effort.

A.6. System Infrastructure. The System provided by the Contractor shall, at minimum, include the following system infrastructure requirements:

a. User access through a secure, web-based portal hosted by the Contractor;

b. Infrastructure that ensures end users, including students, parents/guardians, and education entities, can easily and without the purchase of dedicated servers or software send or receive transcript data;

c. A web-based user interface for ordering or requesting transcripts from high schools or higher education institutions;

d. A web-based user interface for fulfilling transcript requests from students, parents, and higher education institutions;

e. A web-based user interface for retrieving and requesting transcripts from all TELS-eligible high schools, a listing which is attached at Attachment A, and higher education institutions;

f. A web-based user interface for retrieving and requesting transcripts from all TELS-eligible higher education institutions, a listing of which is attached at Attachment B, and all TCATs, a listing of which is attached at Attachment C;

g. Capability for local printing of official transcripts by high school or higher education personnel for a single student, or all students; and

h. Compliance with Section 508 (29 U.S.C. 794d), of the Rehabilitation Act, as amended.

A.7. Electronic File Transfer System. The System must meet the following file transfer system requirements:

a. Support for appropriate education industry accepted Postsecondary Electronic Standards Council (PESC) data standards and specifications and the capability to transmit transcripts to destinations as PESC XML data files, not PDF files wrapped in XML. The system must also support SPEEDE EDI, PDF and CSV file formats;

b. The capability for participating K-12 entities, encompassing public, private, and homeschooled students, to request student records to be sent to the institution or entity of their choice, including TSAC and the NCAA Clearinghouse;

c. The capability for higher education students and entities to request student records to be sent to the institution or entity of their choice, and the capability to send to multiple institutions at one time;

d. The capability for students and parents/guardians, in the case of a minor, to request high school transcripts to be sent to the institution or entity of their choice, and to multiple institutions at one time. Parents/guardians of minors cannot request college transcripts of minors;

e. Users will not be charged for the sending of electronic transcripts of current or recent high school students. A current student is defined as a student currently enrolled in high school. A student is considered a recent high school student until October 1 following their high school graduation;

f. Users will not be charged for the sending of electronic transcripts of current postsecondary students to other Tennessee higher education institutions participating in the System. A current student is defined as a student currently enrolled at a

postsecondary institution participating in the System. Any fee charged to students sending transcripts outside of the system must be at a rate approved by the State.

g. Users will not be charged for the sending of electronic transcripts to TSAC;

h. Data files sent to TSAC will include the GPA calculated by Tennessee high schools using the uniform grading policy. Data files sent to TSAC will also provide all data necessary for an independent calculation of students' GPA used for TELS eligibility determination.

A.8. Database Integration. The System shall provide for the seamless integration and extraction of transcript data into K-12, higher education, and data systems operated by the state. Database integration functionality shall meet the following requirements:

a. The Contractor shall provide and implement the technology necessary to integrate transcript data into the student information systems housed and maintained by TELS-eligible higher education institutions and TCATs that choose to use the Contractor supplied transcript system. The System must be compatible with, at minimum, Ellucian Company L.P.'s Banner and Colleague systems;

b. The Contractor will provide and implement automated transcript data extraction and sending functionality for all major student information systems used by Tennessee school districts;

c. The System must provide for the flow of transcript data to state managed databases, including, but not limited to, the SIS, maintained by THEC, the Internet-based lottery scholarship delivery system e*GRandS, administered by TSAC, and Tennessee's reverse transcript system; and

d. The Contractor shall provide the capability to link the System to Tennessee's college access and success web portal, www.CollegeforTN.org, administered by the THEC Office of P-16 Initiatives.

A.9. User Management System. The System shall include a user management system based on industry best practices and include:

a. Processes for user authentication, access management, role-based security architecture, security rules and restrictions, and a single sign-on.

b. The capability to import users and profiles, verify electronic mailing addresses, enforce utilization of a strong password, capacity for user to change their password at any time, and capability to retrieve forgotten username and/or password information.

A.10. Notification Functionality. The System shall provide a system of notifications to ensure effective System use. Private and confidential information will not be displayed within notifications. Notification functionality will include:

a. A combination of automated electronic email, mobile, and portal messaging notifications;

b. Workflow transaction notification throughout the transcript transfer process;

c. Transaction receipt notification for users;

d. Notification when an error in transmission has occurred; and

e. Reminder notification if the expected user action is not taken within a predetermined time frame. Reminders will be automatic until the action has been taken or the transaction is cancelled by the initiator.

A.11. Reporting Functionality. The System shall provide for the tracking and logging of all system transactions. Reporting functionality shall meet the following requirements:

a. The capability for users to view their transaction file and request logs;

b. The capability for users to view transaction workflow status; and

c. The capability for THEC staff to view user and system-wide transactions, including, but not limited to, transactions by individual high school, higher education institution, etc.

A.12. Outreach and Training. Successful implementation of Tennessee's electronic transcript exchange is dependent upon the number of System users; therefore, the Contractor shall, in partnership with THEC, develop and implement plans for outreach, recruitment, and training of Tennessee's education entities. The outreach and training plan is due to THEC within thirty (30) days following the contract start date. The outreach and training plan shall include, at minimum:

a. Articulation of a statewide marketing plan to implement the System;

b. Plans to onboard a critical mass of all public and private high schools onto the System;

c. Plans to onboard a critical mass of Tennessee higher education institutions onto the System;

d. Development of documents and public relations materials that describe the System and the benefits the System brings users;

e. Training materials and sessions for users of the System, including web-based training options; and

f. Technical assistance documentation for users on how to use System tools.

A.13. System Security and Privacy. The student record and transcript exchange system shall use and disclose personally identifiable information (PII) only according to applicable law. All PII must be transferred and stored securely. The Contractor proposed solution must provide adequate measures to ensure all housed or transmitted PII is protected against unauthorized disclosure, modification, transfer, or destruction, whether accidental or intentional.

The Contractor shall comply with all state and federal data breach notification laws and provide timely notification and credit monitoring services to individuals that may be impacted by a breach or unauthorized access, use, release, or disclosure of PII, pursuant to Section E.6.

The System must meet or exceed federal and state privacy and security standards including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA).

The System must meet, or exceed, the following security requirements:

a. The capability to apply field level and server encryption;

b. Auditing and transaction logging functionality;

c. Capability of establishing “timeout” and “terminate session” limits by type of user;

d. Secure role-based access for user accounts;

e. Regular vulnerability patching and security updates for associated applications;

f. Adequate physical security of facilities housing the hosted solution;

g. Network security for the System;

h. Unique log-on for each user;

i. Capability to require passwords for each user that will expire on a staggered scheduled;

j. Role-based security to define access levels by user groups; and

k. Safeguards that prevent unauthorized modifications to the System and the data contained within.

l. Compliance with the State of Tennessee Department of Finance and Administration Office for Information Resources *Enterprise Information Security Policies, Document Version 2.0 – December 22, 2014,* located at http://www.tn.gov/finance/oir/security/secpolicy.html, which defines the information security policies of the State of Tennessee along with the organization and framework/structure required to communicate, implement and support these policies. The obligations set forth in this subsection shall survive the termination of this Contract.

m. Encryption of data in transit through a secure FTP server.

A.14. System Performance and Maintenance. The System will be available 99.5 percent of the time in any given calendar quarter, excluding interruptions resulting from scheduled maintenance, user equipment or LAN failure, and user caused disruptions including without limitation, THEC’s failure to timely respond to information requests by the Contractor; interconnections to or from the internet; or force majeure events, i.e., events that are beyond the Contractor’s control, including without limitation, any interruptions caused by third parties outside of the Contractors control.

Scheduled maintenance should occur during the period between 12 a.m. and 3 a.m. Central Standard Time (CST). Additionally, the Contractor may perform scheduled maintenance at any time by providing notice to THEC at least five (5) business days in advance of the interruption. Any scheduled maintenance set forth in such a notice, must be acknowledged and approved by THEC in writing; provided, however, that if THEC does not provide such approval or rejection prior to the start of such scheduled maintenance, THEC will be deemed to have approved the scheduled maintenance. This notice and approval requirement does not apply to the regularly-scheduled maintenance window set forth above. Any scheduled maintenance that occurs outside the regularly-scheduled maintenance window or without notification and approval for other scheduled maintenance will be considered unscheduled maintenance and count as system unavailability.

In the case of unscheduled maintenance or service interruption, the Contractor agrees to immediately notify THEC of the nature of the interruption. The Contractor will comply with the service level requirements as outlined in the Service Level Agreement at Attachment D.

A.15. Disaster Recovery Plan. The Contractor shall provide a detailed and comprehensive Disaster Recovery Plan within ninety (90) days of the effective date of the Contract. The Disaster

Recovery Plan shall ensure that the System can be recovered in the event of a disaster that disrupts any of the hosting facilities of the Contractor. The Disaster Recovery Plan shall also ensure that THEC or the Contractor has the capability to continue operations in the event of a disaster. The Disaster Recovery Plan shall be tested, at no additional cost to THEC, no later than six (6) months following the effective date of the Contract and annually thereafter. A report on the results of each testing shall be provided to THEC at no additional cost to THEC.

a. The Disaster Recovery Plan shall include the recovery time objective (RTO) outlining the targeted duration of time and service level, not to exceed forty-eight (48) hours, within which the business process must be restored after a disaster, or disruption, to avoid unacceptable consequences associated with a break in the services.

b. The Disaster Recovery Plan shall include the recovery point objective (RPO) outlining the business continuity planning and maximum targeted period, not to exceed twenty-four (24) hours of file transfer requests, in which data might be lost due to a disaster, or disruption, to determine what redundancy and backup plans are required to adhere to the RPO.

A.16. Technical Assistance. The Contractor will provide technical support for users and THEC staff on use of the System. Technical assistance must be available Monday - Friday, 6:00 a.m. – 6:00 p.m. CST.

At a minimum, the technical assistance shall include:

a. A toll-free telephone number to be answered at the Contractor's location during published technical assistance times. The Contractor will also provide a mailbox for messages, including an automated message offering optional support options during peak or off times.

b. A technical assistance email address monitored during published technical assistance times.

c. Web-based tutorials for common support issues.

A.17. Functional Design Requirements. THEC may, at its sole discretion and with written notice to the Contractor, request functional development revisions to the System not included in development and implementation as noted in Contract Sections A.4. and A.5., in addition to the development hours included within the scope of the contract as noted in Contract Section C.3.b., and shall not exceed thirty (30) hours per month, according to a priority schedule as provided by THEC.

a. Functional Design Document. No more than ten (10) business days after receiving a signed, finalized functional design document from THEC, the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:

(1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract,
(2) the specific effort involved in completing the change(s),
(3) the expected date for User Acceptance Testing,
(4) the expected schedule for completing the change(s),
(5) the maximum number and type of person hours required for the change(s), and
(6) maximum cost for any change(s), PROVIDED THAT such maximum cost shall not exceed the product of the person hours required multiplied by the appropriate payment rate proposed for functional design work.

The Contractor shall not perform any functional design service until THEC has approved the functional design proposal. If approved, THEC will sign the functional design proposal, and it shall constitute a Memorandum of Understanding (MOU) between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Functional Design Performance. Subsequent to THEC approval of an MOU, the Contractor shall complete the required functional design services. THEC shall perform User Acceptance Testing as applicable before providing written approval of the work performed. THEC will be the sole judge of the acceptable completion of functional design work and, upon such determination, shall provide the Contractor written approval of the work.

c. Functional Design Remuneration. THEC will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by contract section C.3.c., PROVIDED THAT, THEC shall be liable to the Contractor only for the cost of the actual person hours worked to complete the functional design work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall THEC be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon THEC's approval of the functional design work, the Contractor shall invoice THEC in accordance with the relevant provisions of this Contract.

A.18. Defects. Any corrections of deficiencies relating to this Contract and any investigation necessary to determine the source of the deficiencies shall not be considered additional work and shall be made at no additional cost to THEC.

Any defect in software utilized by, but not created by the Contractor, to deliver services contained in this Contract, upon verification of the defect will be reported within forty-eight (48) hours to the appropriate software vendor. The Contractor shall utilize all appropriate and reasonable means to assist the vendor in resolving the defect in a timely manner and shall install any software updates to correct the defect within forty-eight (48) hours of receiving the appropriate software update.

a. Defects Defined. The following is a non-exclusive list of events that THEC classifies as defects or deficiencies:

(1) Total failure of the software or hardware;
(2) Unrecoverable data loss;
(3) Failure of individual System components;
(4) Erroneous data preventing correct billing for services;
(5) System or files cannot be accessed by users,
(6) Loss of functionality; and
(7) Missing data files or program files after software or hardware updates.

A.19. Warranty. The Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. 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 the Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

The 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, in conformity with standards generally accepted in the Contractor's industry.

If the Contractor fails to provide the goods or services as warranted, then the Contractor will re-provide the goods or services at no additional charge. If the Contractor is unable or unwilling to re-provide the goods or services as warranted, then THEC shall be entitled to recover the fees paid to the Contractor for the Defective goods or services.

A.20. Inspection and Acceptance. THEC shall have the right to inspect all goods or services provided by the Contractor under this Contract. If, upon inspection, THEC determines that the goods or services are Defective, THEC shall notify the Contractor, and the Contractor shall re-deliver the goods or provide the services at no additional cost to THEC. If after a period of thirty (30) days following delivery of goods or performance of services THEC does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by THEC.

B. TERM OF CONTRACT:

This Contract shall be effective on September 1, 2015 ("Effective Date") and ending August 31, 2020 ("Term"). THEC shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of THEC under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. THEC 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 THEC 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 THEC 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:

Service Description	**Amount** (per compensable increment)

Initial Development and Project Plan Implementation, Including "Onboarding" all TELS-Eligible High Schools, Marketing, and Training A.4., A.6. – A.12.	**$ Number / One-Time**
Project Plan Maintenance and Updates A.5. (Beginning with the Third Quarter)	**$ Number / Quarter**
"Onboarding" all TELS-Eligible Higher Education Institutions and TCATs	**$ Number / Per Institution**

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.17. without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.17., provided that compensation to the Contractor for such "functional design requirements" shall not exceed Seven Percent (7 %) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.16.). If, at any point during the Term, THEC determines that the cost of necessary "change order" work would exceed the maximum amount, THEC may amend this Contract to address the need.

Service Description	**Amount** (per compensable increment)
Functional Design Requirements (Up to, but not to exceed ninety (90) hours per quarter) A.17.	**$ Number / Per Hour**

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 THEC only for goods delivered and accepted by THEC 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 quarter, to the following address:

Tennessee Higher Education Commission
Suite 1900, Parkway Towers
404 James Robertson Parkway
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by THEC);
(4) Customer account name: THEC Office of P-16 Initiatives Director
(5) Contractor name;
(6) Contractor Tennessee Edison registration ID number;
(7) Contractor contact for invoice questions (name, phone, or email);
(8) Contractor remittance address;
(9) Description of delivered goods or services provided and invoiced, including identifying information as applicable;

(10) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(11) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(12) Amount due for each compensable unit of good or service; and
(13) 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 THEC is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by THEC shall not prejudice THEC's right to object to or question any payment, invoice, or other matter. A payment by THEC 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 THEC, 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. THEC 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 THEC under this Contract until THEC has received the following, properly completed documentation.

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

b. The Contractor shall complete, sign, and present to THEC a "Substitute W-9 Form" provided by THEC. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

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

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

THEC:

Troy Grant, Director of College Access Initiatives
Tennessee Higher Education Commission
Suite 1900, Parkway Towers
404 James Robertson Parkway
Nashville, TN 37243
Troy.Grant@tn.gov
Telephone Number: 615.532.0423
FAX: 615.741.2630

The Contractor:

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

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, THEC reserves the right to terminate this Contract upon written notice to the Contractor. THEC's exercise of its right to terminate this Contract shall not constitute a breach of Contract by THEC. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If THEC terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by THEC and for all satisfactory and authorized services completed as of the termination date. Should THEC exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from THEC any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. THEC may terminate this Contract for convenience without cause and for any reason. THEC shall give the Contractor at least ninety (90) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by THEC or for satisfactory, authorized services completed as of the termination date. In no event shall THEC be liable to the Contractor for compensation for any goods neither requested nor accepted by THEC or for any services neither requested by THEC nor satisfactorily performed by the Contractor. In no event shall THEC's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to THEC 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"), THEC 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 THEC for damages sustained by virtue of any Breach Condition and THEC 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 THEC. 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. THEC 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 THEC a completed and signed copy of the document at Attachment E, 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 THEC.

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 THEC, 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 THEC, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to THEC 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 THEC and hold it harmless for any costs to THEC arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. THEC shall have no liability except as specifically provided in this Contract. In no event will THEC 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. THEC'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 intentional torts, criminal acts, fraudulent conduct, 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 THEC 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 THEC 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 THEC in any legal matter, as the right to represent THEC is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. THEC 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 THEC 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 THEC, 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. THEC 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 THEC 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 THEC 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 THEC 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 THEC 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. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

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

a. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

ii. In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employees fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

D.23 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.24. 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 THEC 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.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify THEC of any delay caused by a Force Majeure Event (to be confirmed in a written notice to THEC 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, THEC 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 THEC any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.27. 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.28. 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.29. 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.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.31. 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);

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 THEC or acquired by the Contractor on behalf of THEC 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 THEC 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. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for THEC.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to THEC and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to THEC.

(4) "Third-Party Software," shall mean software not owned by THEC or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for THEC during the course of the project using THEC's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

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

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

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

E.5. 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 and full right and opportunity to conduct the Contractor's own defense thereof, 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.6. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information ("PII") held by THEC. 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 THEC 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. THEC 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 THEC to enable THEC 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 THEC’s direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to THEC any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to THEC any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor (“Unauthorized Disclosure”) that comes 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 THEC, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

E.7. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to THEC as required.

The Contractor shall comply with the following:

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

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

i. 80 percent or more of the Contractor’s annual gross revenues from federal procurement contracts and federal financial assistance subject to

the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

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

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

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

i. Salary and bonus.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HIGHER EDUCATION COMMISSION:

RUSS DEATON, INTERIM EXECUTIVE DIRECTOR **DATE**

TELS-ELIGIBLE HIGH SCHOOLS

HS CODE	SCHOOL NAME	HS TYPE
431702	ACADEMY AT OPRY MILLS	TNActive
430354	ACADEMY FOR ACAD EXCELLENCE	TNActive
430000	ADAMSVILLE HIGH SCHOOL	TNActive
100019	ADVENT HOME LEARNING CENTER	TNActive
700003	AGENCY FOR YOUTH & FAMILY DEVELOPMENT	TNActive
430012	ALCOA HIGH SCHOOL	TNActive
432093	ALPHA EDUCATIONAL LEARNING CENTER	TNActive
430970	ALVIN C YORK AGRICULTURAL INST	TNActive
431155	ANDERSON COUNTY HIGH SCHOOL	TNActive
430030	ANTIOCH HIGH SCHOOL	TNActive
430042	ARLINGTON HIGH SCHOOL	TNActive
430999	ASBURY OPTIONAL HIGH SCHOOL	TNActive
431100	AUSTIN-EAST HIGH SCHOOL/MAGNET	TNActive
431529	AVON LENOX SCHOOL	TNActive
431327	BACHMAN ACADEMY	TNActive
430070	BARTLETT HIGH SCHOOL	TNActive
431642	BASS ADULT HIGH SCHOOL(FORMERLY)COHN ADULT HIGH SC	TNActive
430700	BATTLE GROUND ACADEMY	TNActive
430275	BAYLOR SCHOOL	TNActive
430814	BEACON SCHOOL(HOLSTON HOME)	TNActive
431090	BEARDEN HIGH SCHOOL	TNActive
700008	BECKY BS BUSY SCHOOL	TNActive
432119	BEDFORD COUNTY ADULT HIGH SCH	TNActive
430888	BEECH HIGH SCHOOL	TNActive
431443	BENJAMIN L. HOOKS J.C.(formerly)MEMPHIS JOB CORPS	TNActive
430223	BENTON COUNTY ADULT HIGH SCH	TNActive
431629	BENTON HALL HIGH SCHOOL	TNActive
430902	BEREAN ACADEMY	TNActive
431802	BEREAN CHRISTIAN HIGH SCHOOL	TNActive
430121	Bethel Christian School (formerly) BETHEL BIBLE V	TNActive
430125	BIG SANDY HIGH SCHOOL	TNActive
700010	BILANDY ACADEMY	TNActive
431480	BISHOP BYRNE HIGH SCHOOL	TNActive
431636	BLACKMAN HIGH SCHOOL	TNActive
431870	BLEDSOE COUNTY HIGH SCHOOL	TNActive
431376	BODINE SCHOOL THE	TNActive
430155	BOLIVAR CENTRAL HIGH SCHOOL	TNActive
430040	BOLTON HIGH SCHOOL	TNActive

431380	BOOKER T WASHINGTON HIGH SCH	TNActive
432118	BOWIE READING AND LEARNING CENTER	TNActive
430276	BOYD-BUCHANAN SCHOOL	TNActive
430160	BRADFORD HIGH SCHOOL	TNActive
430370	BRADLEY CENTRAL HIGH SCHOOL	TNActive
999901	BRADLEY COUNTY GROUP HOME	TNActive
430377	BRADLEY COUNTY VIRTUAL SCHOOL	TNActive
430282	BRAINERD BAPTIST HIGH SCHOOL	TNActive
430283	BRAINERD HIGH SCHOOL	TNActive
430163	BRENTWOOD ACADEMY	TNActive
430162	BRENTWOOD HIGH SCHOOL	TNActive
431391	BRIARCREST CHRISTIAN SCHOOL	TNActive
430165	BRIGHTON HIGH SCHOOL	TNActive
431375	BRUNSWICK DAY SCHOOL/LAKESIDE BEHAVIORAL HLTH	TNActive
100061	BYINGTON SOLWAY CAREER AND TECH. ED. CENTER	TNActive
430225	CAMDEN CENTRAL HIGH SCHOOL	TNActive
700012	CAMELOT SCHOOLS	TNActive
431150	CAMPBELL CO COMP HIGH SCHOOL	TNActive
700014	CAMPBELL LOUGHMILLER ACADEMY	TNActive
431656	CANE RIDGE HIGH SCHOOL	TNActive
432475	CANNON COUNTY HIGH SCHOOL	TNActive
430946	CARROLL ACADEMY	TNActive
430627	CARTER COUNTY ADULT HS	TNActive
432210	CARTER HIGH SCHOOL	TNActive
431383	CARVER HIGH SCHOOL	TNActive
432375	CASCADE HIGH SCHOOL	TNActive
999933	CCS ADOLESCENT TREATMENT CENTER	TNActive
431617	CEDAR GROVE SCHOOL	TNActive
430701	CENTENNIAL HIGH SCHOOL	TNActive
000020	CENTER FOR ADULT READING AND ENRICHMENT	TNActive
555560	CENTRAL BAPTIST SCHOOL	TNActive
431390	CENTRAL HIGH SCHOOL - MEMPHIS	TNActive
430640	CENTRAL HIGH SCHOOL MCMINN CO	TNActive
432370	CENTRAL HIGH SCHOOL, WARTBURG	TNActive
430285	CENTRAL HIGH SCHOOL-Harrison	TNActive
430950	CENTRAL HIGH SCHOOL-Jacksboro	TNActive
430680	CENTRAL HIGH SCHOOL-Knoxville	TNActive
431609	CENTRAL MAGNET SCHOOL	TNActive
000007	CENTRAL PREP ACADEMY	TNActive
700017	CHANCE TRANSITIONAL SCHOOL FORMERLY CHANCE GIRLS R	TNActive
431231	CHATTANOOGA CHRISTIAN SCHOOL	TNActive

430289	CHATTANOOGA GIRLS LEADERSHIP ACADEMY	TNActive
430290	Chattanooga High School Center For Creative Arts	TNActive
430292	CHATTANOOGA SCHOOL FOR ARTS/SCIENCES	TNActive
430045	CHEATHAM CNTY CENTRAL HIGH SCH	TNActive
430046	CHEATHAM COUNTY ADULT HS	TNActive
432016	CHEROKEE HIGH SCHOOL - Rogersville	TNActive
430880	CHESTER COUNTY HIGH SCHOOL	TNActive
700018	CHILD LIFE SERVICES	TNActive
430611	Christ Classical Academy(First Bptst. Prsbtrn) Dye	TNActive
431635	CHRIST PRESBYTERIAN ACADEMY	TNActive
430757	CHRIST THE ROCK CHRISTIAN AC	TNActive
431094	CHRISTIAN ACADEMY OF KNOXVILLE	TNActive
555555	CHRISTIAN ACADEMY OF THE CUMBERLANDS	TNActive
431395	CHRISTIAN BROTHERS HIGH SCHOOL	TNActive
432433	CHRISTIAN COMMUNITY HIGH SCH	TNActive
430003	CHUCKEY DOAK HIGH SCHOOL	TNActive
431503	CITY UNIVERSITY SCHOOL OF LIBERAL ARTS	TNActive
100062	CLAIBORNE ADULT HIGH SCHOOL	TNActive
432245	CLAIBORNE HIGH SCHOOL	TNActive
430345	CLARKRANGE HIGH SCHOOL	TNActive
430350	CLARKSBURG HIGH SCHOOL	TNActive
430353	CLARKSVILLE ACADEMY	TNActive
430349	CLARKSVILLE CHRISTIAN SCHOOL	TNActive
430360	CLARKSVILLE HIGH SCHOOL	TNActive
430245	CLAY COUNTY HIGH SCHOOL	TNActive
430373	CLEVELAND HIGH SCHOOL	TNActive
430617	CLINCH HIGH SCHOOL	TNActive
430390	CLINTON HIGH SCHOOL	TNActive
431990	CLOUDLAND HIGH SCHOOL	TNActive
430395	COALFIELD HIGH SCHOOL	TNActive
431776	COCKE COUNTY ADULT HIGH SCHOOL	TNActive
431775	COCKE COUNTY HIGH SCHOOL	TNActive
431275	COFFEE COUNTY HIGH SCHOOL	TNActive
100066	COFFEE COUNTY KOSS CENTER	TNActive
430744	COLLEGE HEIGHTS CHRSTN ACAD	TNActive
430400	COLLEGEDALE ACADEMY	TNActive
431479	COLLEGIATE SCHOOL OF MEMPHIS	TNActive
430410	COLLIERVILLE HIGH SCHOOL	TNActive
430415	COLLINWOOD HIGH SCHOOL	TNActive
430430	COLUMBIA ACADEMY	TNActive
430425	COLUMBIA CENTRAL HIGH SCHOOL	TNActive
432345	COMMUNITY HIGH SCHOOL-Unionville	TNActive

700023	COMPASS ACADEMY	TNActive
100016	COMPREHENSIVE COMM. SERVICE-ADOLESENT TREATMENT C	TNActive
431377	CONCORD ACADEMY	TNActive
431117	CONCORD CHRISTIAN SCHOOL	TNActive
430440	COOKEVILLE HIGH SCHOOL	TNActive
430450	COPPER BASIN HIGH SCHOOL	TNActive
431059	CORA COX ACADEMY	TNActive
431260	CORA HOWE SCHOOL	TNActive
430452	CORDOVA HIGH SCHOOL	TNActive
431608	CORNERSTONE ACADEMY	TNActive
432198	CORNERSTONE SCHOOL,TN CHILDREN'S HOME	TNActive
430460	CORNERSVILLE HIGH SCHOOL	TNActive
430470	COSBY HIGH SCHOOL	TNActive
430480	COVINGTON HIGH SCHOOL	TNActive
431397	CRAIGMONT HIGH SCHOOL	TNActive
430268	CREEK WOOD HIGH SCHOOL	TNActive
430005	CROCKETT COUNTY HIGH SCHOOL	TNActive
430510	CULLEOKA HIGH SCHOOL	TNActive
430500	CUMBERLAND COUNTY HIGH SCHOOL	TNActive
430494	CUMBERLAND GAP HIGH SCHOOL	TNActive
700027	CUMBERLAND HALL ACADEMY	TNActive
430502	CUMBERLAND MOUNTAIN SCHOOL	TNActive
430171	CURREY INGRAM ACADEMY	TNActive
431015	DANIEL BOONE HIGH SCHOOL	TNActive
991018	DANIEL MCKEE ALTERNATIVE SCHOOL	TNActive
430293	DAVID BRAINERD CHRISTIAN SCHOOL	TNActive
431020	DAVID CROCKETT HIGH SCHOOL	TNActive
431653	DAVIDSON ACADEMY	TNActive
999935	DAVIDSON COUNTY JUVENILE DENTENTION CENTER	TNActive
700028	DAYBREAK SPECIALIZED SCHOOL	TNActive
430799	DAYSPRING ACADEMY	TNActive
432125	DE KALB COUNTY HIGH SCHOOL	TNActive
700030	DEDE WALLACE RESIDENTIAL TR. SER.	TNActive
430560	DICKSON COUNTY HIGH SCHOOL	TNActive
431045	DOBYNS BENNETT HIGH SCHOOL	TNActive
431657	DONELSON CHRISTIAN ACADEMY	TNActive
431097	DORIS A WALKER ACADEMY	TNActive
431400	DOUGLASS HIGH SCHOOL	TNActive
430585	DRESDEN HIGH SCHOOL	TNActive
431765	DYER COUNTY HIGH SCHOOL	TNActive
430610	DYERSBURG HIGH SCHOOL	TNActive

991659	E B WILSON HIGH SCHOOL	TNActive
430615	EAGLEVILLE HIGH SCHOOL	TNActive
430044	EAST HAMILTON MIDDLE/HIGH SCHOOL	TNActive
431251	EAST HICKMAN HIGH SCHOOL	TNActive
431405	EAST HIGH SCHOOL	TNActive
431660	EAST NASHVILLE MAGNET HIGH SCHOOL	TNActive
430295	EAST RIDGE HIGH SCHOOL	TNActive
430495	EAST ROBERTSON HIGH SCHOOL	TNActive
430554	Eckerd Academy @ Deer Lodge	TNActive
430630	ELIZABETHTON HIGH SCHOOL	TNActive
999938	ENDEAVOR-PLATEAU MENTAL HEALTH SCHOOL	TNActive
431662	ENSWORTH SCHOOL, THE	TNActive
430453	EVANGELICAL CHRISTIAN SCHOOL	TNActive
430028	EZELL HARDING CHRISTIAN SCHOOL	TNActive
431355	F C BOYD CHRISTIAN SCHOOL	TNActive
431406	FAIRLEY HIGH SCHOOL	TNActive
430049	FAIRVIEW CHRISTIAN ACADEMY	TNActive
431577	FAIRVIEW CHRISTIAN SCHOOL	TNActive
430657	FAIRVIEW HIGH SCHOOL	TNActive
431551	FAITH HERITAGE CHRISTIAN ACAD	TNActive
555553	FAMILY CHRISTIAN ACADEMY - WEST	TNActive
430968	FAMILY CHRISTIAN SCHOOL-JACKSON	TNActive
430435	FARRAGUT HIGH SCHOOL	TNActive
431665	FATHER RYAN HIGH SCHOOL	TNActive
432143	FAYETTE ACADEMY	TNActive
430666	FAYETTEVILLE HIGH SCHOOL	TNActive
432145	FAYETTE-WARE COMPREHENSIVE H S	TNActive
430972	FENTRESS COUNTY ADULT HIGH SCHOOL	TNActive
431401	FIRST ASSEMBLY CHRISTIAN SCH	TNActive
430655	FIRST BAPTIST ACADEMY-POWELL	TNActive
999939	FOCUS PLACEMENT & TREATMENT SERVICES(PARAGON RESID	TNActive
430865	FORGE RIDGE HIGH SCHOOL	TNActive
430260	FORREST HIGH SCHOOL	TNActive
180845	FORT CAMPBELL HIGH SCHOOL	TNActive
430385	FRANK HUGHES HIGH SCHOOL	TNActive
430676	FRANKLIN CHRISTIAN ACADEMY	TNActive
432465	FRANKLIN COUNTY HIGH SCHOOL	TNActive
430705	FRANKLIN HIGH SCHOOL	TNActive
431668	FRANKLIN ROAD ACADEMY	TNActive
431627	FRANKLIN ROAD CHRISTIAN SCHOOL	TNActive
430405	FRED J PAGE HIGH SCHOOL	TNActive

431407	FREDERICK D WESSON CHRN ACAD	TNActive
432066	FREEDOM CHRISTIAN ACADEMY	TNActive
431173	FRIENDSHIP CHRISTIAN SCHOOL	TNActive
431105	FULTON HIGH SCHOOL	TNActive
431724	G4S ACADEMY FOR YOUNG WOMEN	TNActive
430745	GALLATIN HIGH SCHOOL	TNActive
100070	GARY HARDIN ACADEMY	TNActive
700038	GATEWAY CENTER(HELEN ROSS MCNABB)	TNActive
999940	GATEWAY PEACE ACADEMY	TNActive
430755	GATLINBURG-PITTMAN HIGH SCHOOL	TNActive
431689	GENESIS ACADEMY-Nashville	TNActive
700040	GENESIS RUTHERFORD ACADEMY	TNActive
999947	GENESIS RUTHERFORD CO.TLC	TNActive
999948	GENESIS TEEN LEARNING CENTER AT MONTGOMERY CO.	TNActive
700041	GEORGE THOMAS JR. ACADEMY At YOUTH TOWN	TNActive
430760	GERMANTOWN HIGH SCHOOL	TNActive
430465	GIBBS HIGH SCHOOL	TNActive
430600	GIBSON COUNTY HIGH SCHOOL	TNActive
431935	GILES COUNTY HIGH SCHOOL	TNActive
430300	GIRLS PREPARATORY SCHOOL	TNActive
430770	GLEASON HIGH SCHOOL	TNActive
431667	GLENCLIFF HIGH SCHOOL	TNActive
431253	GOODPASTURE CHRISTIAN SCHOOL	TNActive
430780	GORDONSVILLE HIGH SCHOOL	TNActive
430313	GRACE BAPTIST ACADEMY-Chattanooga	TNActive
431096	GRACE CHRISTIAN ACADEMY - Knox	TNActive
430677	GRACE CHRISTIAN ACADEMY-FRANKLIN	TNActive
431414	GRACE ST LUKES EPISC	TNActive
432031	GRAINGER ACADEMY	TNActive
432030	GRAINGER HIGH SCHOOL	TNActive
430790	GREENBACK HIGH SCHOOL	TNActive
100068	GREENBRIER ALTERNATIVE LEARNING CENTER	TNActive
430795	GREENBRIER HIGH SCHOOL	TNActive
430821	GREENEVILLE ADVENTIST ACADEMY	TNActive
430815	GREENEVILLE HIGH SCHOOL	TNActive
430830	GREENFIELD HIGH SCHOOL	TNActive
431516	GRIZZLIES ACADEMY	TNActive
991032	GRUNDY ACADEMY	TNActive
432275	GRUNDY COUNTY HIGH SCHOOL	TNActive
430685	HALLS HIGH SCHOOL - Knox	TNActive
430840	HALLS HIGH SCHOOL, Lauderdal Co.	TNActive
999924	HAMBLEN COUNTY ADULT HIGH SCHOOL (MORRISTOWN)	TNActive

431829	HAMILTON COUNTY ADULT HS	TNActive
430304	Hamilton County Collegiate HS at Chattanooga State	TNActive
430332	HAMILTON COUNTY VIRTUAL SCHOOL	TNActive
430301	HAMILTON HEIGHTS CHRN ACADEMY	TNActive
431415	HAMILTON HIGH SCHOOL	TNActive
430845	HAMPSHIRE HIGH SCHOOL	TNActive
430850	HAMPTON HIGH SCHOOL	TNActive
432135	HANCOCK COUNTY HIGH SCHOOL	TNActive
431002	HAPPY VALLEY HIGH SCHOOL	TNActive
431818	HARBERT HILLS ACADEMY	TNActive
432060	HARDIN COUNTY HIGH SCHOOL	TNActive
431102	HARDIN VALLEY ACADEMY	TNActive
431417	HARDING ACADEMY - UPPER SCHOOL- MEMPHIS	TNActive
431670	HARPETH HALL SCHOOL, NASHVILLE	TNActive
431077	HARPETH HIGH SCHOOL	TNActive
430855	HARRIMAN HIGH SCHOOL	TNActive
430387	HARVEST CHRISTIAN ACADEMY	TNActive
431106	HASLAM ACADEMY	TNActive
430190	HAYWOOD HIGH SCHOOL	TNActive
999917	HEAVENLY HOST LUTHERAN SCHOOL-COOKEVILLE	TNActive
700043	HELICON - MONTGOMERY CO. TEEN LEARNING CENTER	TNActive
430885	HENDERSONVILLE CHRISTIAN ACAD	TNActive
430890	HENDERSONVILLE HIGH SCHOOL	TNActive
431845	HENRY COUNTY HIGH SCHOOL	TNActive
430437	HERITAGE ACADEMY	TNActive
431502	HERITAGE BAPTIST ACADEMY-FORMERLY-THRIFTHAVEN BAP	TNActive
431290	HERITAGE HIGH SCHOOL	TNActive
700046	HERMITAGE HALL	TNActive
431955	HERMITAGE SPRINGS HIGH SCHOOL	TNActive
430250	HICKMAN COUNTY HIGH SCHOOL	TNActive
431892	HIGHLAND ACADEMY	TNActive
431938	HIGHLAND CHRISTIAN ACADEMY	TNActive
700047	HIGHLAND RETREAT ACADEMY	TNActive
430445	HIGHLAND RIM ACADEMY -COOKEVILLE	TNActive
431420	HILLCREST HIGH SCHOOL	TNActive
431680	HILLSBORO HIGH SCHOOL, NASHVILLE	TNActive
431683	HILLWOOD COMP. HIGH SCHOOL	TNActive
430900	HIXSON HIGH SCHOOL	TNActive
431441	HOLLIS F. PRICE MIDDLE COLLEGE HIGH SCHOOL	TNActive
430195	HOLLOW ROCK-BRUCETON CNTRL HS	TNActive
431626	HOLLOWAY VO-TECH HIGH SCHOOL	TNActive

430645	HOUSTON COUNTY HIGH SCHOOL	TNActive
430758	HOUSTON HIGH SCHOOL	TNActive
430305	HOWARD SCHOOL ACADEMICS & TECH	TNActive
430925	HUMBOLDT HIGH SCHOOL	TNActive
431690	HUME FOGG ACADEMIC HIGH SCHOOL	TNActive
431256	HUNTERS LANE HIGH SCHOOL	TNActive
430935	HUNTINGDON HIGH SCHOOL	TNActive
430940	HUNTLAND HIGH SCHOOL	TNActive
431455	HUTCHISON SCHOOL	TNActive
431430	IMMACULATE CONCEPTION HIGH SCH	TNActive
430706	INDEPENDENCE HIGH SCHOOL	TNActive
700049	INDIAN MOUND BOYS RESIDENTIAL CENTER	TNActive
999902	INMAN GROUP HOME	TNActive
973508	IVY ACADEMY	TNActive
430868	J FRANK WHITE ACADEMY	TNActive
430955	JACKSON CENTRAL-MERRY ACADEMY OF MEDICAL TECH	TNActive
430956	JACKSON CHRISTIAN SCHOOL	TNActive
430740	JACKSON COUNTY HIGH SCHOOL	TNActive
430966	JACKSON PREPARATORY SCHOOL	TNActive
999923	JEFFERSON COUNTY ADULT HIGH SCHOOL	TNActive
430525	JEFFERSON COUNTY HIGH SCHOOL	TNActive
430990	JELLICO HIGH SCHOOL	TNActive
430240	JO BYRNS HIGH SCHOOL	TNActive
431706	JOHN OVERTON COMPREHENSIVE H S	TNActive
432146	JOHN S WILDER YOUTH DEVLOPMENT CENTER	TNActive
431638	JOHNSON ALTERNATIVE LEARNING CENTER	TNActive
431005	JOHNSON CITY BOYS GROUP HOME	TNActive
999906	JOHNSON CITY O&A CENTER	TNActive
431595	JOHNSON COUNTY HIGH SCHOOL	TNActive
431108	KARNS HIGH SCHOOL	TNActive
991053	KELLEY VOLUNTEER ACADEMY	TNActive
430364	KENWOOD HIGH SCHOOL	TNActive
700051	KEYSTONE AT CHEROKEE PARK YOUTH CENTER	TNActive
700052	KIDS FIRST FOUND - RUTHERFORD CO. TLC	TNActive
700053	KIDS FIRST FOUND - SONES RIVER ACADEMY	TNActive
700054	KIDS FIRST FOUND - TIPTON CO. TEEN LEARNING CENTER	TNActive
432105	KING'S ACADEMY	TNActive
999961	KING'S DAUGHTERS SCHOOL	TNActive
431433	KINGSBURY HIGH SCHOOL	TNActive
999962	KINGSTON ACADEMY	TNActive
430077	KINGSWOOD SCHOOL	TNActive
431524	KIPP MEMPHIS COLLEGIATE HIGH SCHOOL	TNActive

000008	KIPP NASHVILLE COLLEGIATE HIGH SCHOOL	TNActive
430762	KIRBY HIGH SCHOOL	TNActive
991033	KNOX ADAPTIVE EDUCATION CENTER	TNActive
431093	KNOX COUNTY ADULT HIGH SCHOOL/THE CENTER SCHOOL	TNActive
100041	KNOXVILLE ADVENTIST SCHOOL	TNActive
431095	KNOXVILLE CATHOLIC HIGH SCHOOL	TNActive
431116	KNOXVILLE CHRISTIAN SCHOOL-KNOXVILLE	TNActive
431118	L&N STEM ACADEMY	TNActive
431162	LA VERGNE HIGH SCHOOL	TNActive
999942	LAKE BROOK ACADEMY MARYVILLE, BLOUNT CO.	TNActive
999941	LAKE BROOK ACADEMY-KNOXVILLE	TNActive
432267	LAKE COUNTY HIGH SCHOOL	TNActive
431114	LAKESIDE ACADEMY	TNActive
432139	LANCASTER CHRISTIAN ACADEMY	TNActive
430534	LAURELBROOK SCHOOL	TNActive
431435	LAUSANNE COLLEGIATE SCHOOL	TNActive
431166	LAWRENCE ADULT HIGH SCHOOL	TNActive
431165	LAWRENCE COUNTY HIGH SCHOOL	TNActive
999943	LE BONHEUR CHILDREN'S MEDICAL CENTER HOSPITAL SCHO	TNActive
431701	LEAD ACADEMY HIGH SCHOOL	TNActive
431723	LEARNING LAB GREEN HILLS(Gateway Christian)	TNActive
431175	LEBANON HIGH SCHOOL	TNActive
431190	LENOIR CITY HIGH SCHOOL	TNActive
430905	LEWIS COUNTY HIGH SCHOOL	TNActive
431207	LEXINGTON HIGH SCHOOL	TNActive
430961	LIBERTY TECHNOLOGY MAGNET HS	TNActive
431769	LIGHTHOUSE CHRISTIAN ACADEMY (NASHVILLE)	TNActive
431514	LIGHTHOUSE CHRISTIAN ACADEMY(Millington)	TNActive
430029	LIGHTHOUSE CHRISTIAN SCHOOL, ANTIOCH	TNActive
430665	LINCOLN COUNTY HIGH SCHOOL	TNActive
431655	LIPSCOMB ACADEMY	TNActive
431225	LIVINGSTON ACADEMY	TNActive
430312	LOOKOUT VALLEY HIGH SCHOOL	TNActive
431235	LORETTO HIGH SCHOOL	TNActive
431240	LOUDON HIGH SCHOOL	TNActive
100048	LUDIC(LEE UN. DEV. INCLUSION CLASSROOM	TNActive
431140	MACON COUNTY HIGH SCHOOL	TNActive
430036	MACON ROAD BAPTIS SCHOOL- EAST CAMPUS	TNActive
431438	MACON ROAD BAPTIST SCHOOL-MAIN CAMPUS	TNActive
430962	MADISON ACADEMIC MAGNET HS	TNActive
431255	MADISON ACADEMY	TNActive

430964	MADISON OAKS ACADEMY	TNActive
700060	MADONNA LEARNING CENTER	TNActive
700061	MAGNOLIA ACADEMY - WILDERNESS	TNActive
700062	MAGNOLIA ACADEMY GIRLS PROGRAM	TNActive
100054	MAGNOLIA ACADEMY HOUSE 4-NASHVILLE	TNActive
431440	MANASSAS HIGH SCHOOL	TNActive
431707	MAPLEWOOD COMPREHENSIVE H S	TNActive
430374	MARANATHA BAPTIST ACADEMY	TNActive
431515	MARGOLIN HEBREW ACADEMY-	TNActive
430975	MARION COUNTY HIGH SCHOOL	TNActive
431205	MARSHALL COUNTY HIGH SCHOOL	TNActive
431711	MARTIN L KING JR MAGNET HIGH S	TNActive
431521	MARTIN LUTHER KING ACADEMY	TNActive
431410	Martin Luther King Jr.College Prep High-FRAYSER H.	TNActive
431301	MARYVILLE CHRISTIAN SCHOOL	TNActive
431300	MARYVILLE HIGH SCHOOL	TNActive
430315	MCCALLIE SCHOOL	TNActive
431178	MCCLAIN CHRISTIAN ACADEMY	TNActive
700063	MCDOWELL CENTER FOR CHILDREN	TNActive
431325	MCEWEN HIGH SCHOOL	TNActive
431709	MCGAVOCK HIGH SCHOOL	TNActive
431330	MCKENZIE HIGH SCHOOL	TNActive
430055	MCMINN COUNTY HIGH SCHOOL	TNActive
432080	MCNAIRY CENTRAL HIGH SCHOOL	TNActive
100060	MCS PREP SCHOOL-SOUTHWEST	TNActive
430540	MEIGS COUNTY HIGH SCHOOL	TNActive
431445	MELROSE HIGH SCHOOL	TNActive
431526	MEMPHIS ACADEMY OF HEALTH SCIENCES	TNActive
431424	MEMPHIS ACADEMY OF SCIENCE AND ENGINEERING	TNActive
431379	MEMPHIS ADULT HIGH SCHOOL	TNActive
431523	MEMPHIS BUSINESS ACADEMY HIGH SCHOOL	TNActive
431385	MEMPHIS CATHOLIC HIGH SCHOOL	TNActive
431520	MEMPHIS HEALTH CAREERS ACADEMY	TNActive
431481	MEMPHIS JEWISH HIGH SCHOOL	TNActive
700064	MEMPHIS RECOVERY CENTER	TNActive
431517	MEMPHIS SCHOOL OF EXCELLENCE	TNActive
431447	MEMPHIS UNIVERSITY SCHOOL	TNActive
431527	MEMPHIS VIRTUAL SCHOOL	TNActive
430893	MERROL HYDE MAGNET SCHOOL	TNActive
431257	METRO CHRISTIAN ACADEMY	TNActive
431673	METRO NASHVILLE VIRTUAL SCHOOL	TNActive
999944	MICHAEL DUNN CENTER	TNActive

430359	MIDDLE COLLEGE AT AUSTIN PEAY STATE UNIVERSITY	TNActive
431446	MIDDLE COLLEGE HIGH SCHOOL - Memphis	TNActive
430750	MIDDLE COLLEGE HIGH SCHOOL-Sumner Co.	TNActive
431621	MIDDLE TENNESSEE CHRISTIAN SCH	TNActive
431525	MIDDLETON HIGH SCHOOL	TNActive
700067	MIDTOWN MENTAL HEALTH CENTER	TNActive
431070	MIDWAY HIGH SCHOOL	TNActive
431535	MILAN HIGH SCHOOL	TNActive
431550	MILLINGTON CENTRAL HIGH SCHOOL	TNActive
431456	MITCHELL HIGH SCHOOL	TNActive
431712	MNPS MIDDLE COLLEGE HIGH SCHOOL	TNActive
991021	MONROE ACADEMY	TNActive
999945	MONROE CARELL JR. CHILDREN'S HOSPITAL AT VANDERBIL	TNActive
431565	MONTEREY HIGH SCHOOL	TNActive
430169	MONTESSORI ACADEMY	TNActive
431710	MONTGOMERY BELL ACADEMY	TNActive
430520	MONTGOMERY CENTRAL HIGH SCHOOL	TNActive
431245	MOORE COUNTY JR-SR HIGH SCHOOL	TNActive
999918	MORGAN COUNTY CAREER AND TECHNICAL CENTER	TNActive
430613	MORRIS WILSON CAMPUS SCHOOL	TNActive
700112	MORRIS WILSON-YOUTH VILLAGES	TNActive
431585	MORRISTOWN EAST HIGH SCHOOL	TNActive
431587	MORRISTOWN WEST HIGH SCHOOL	TNActive
431599	MOUNT JULIET CHRISTIAN ACADEMY	TNActive
431600	MOUNT JULIET HIGH SCHOOL	TNActive
431610	MOUNT PLEASANT HIGH SCHOOL	TNActive
430527	MOUNTAIN VIEW YOUTH DEVEL CNTR	TNActive
999946	MOUNTAIN YOUTH ACADEMY	TNActive
431615	MUNFORD HIGH SCHOOL	TNActive
430031	NASHVILLE ACADEMY	TNActive
431699	NASHVILLE BIG PICTURE HIGH SCHOOL	TNActive
431259	NASHVILLE CHRISTIAN ADVANCEMENT ACADEMY	TNActive
431716	NASHVILLE CHRISTIAN SCHOOL	TNActive
431718	NASHVILLE SCHOOL OF THE ARTS	TNActive
999904	NASHVILLE TRANSITION CENTER	TNActive
700068	NATCHEZ TRACE YOUTH ACADEMY	TNActive
100063	NEW CONSORTIUM OF LAW AND BUSINESS	TNActive
430269	NEW DIRECTIONS ACADEMY	TNActive
431884	NEW HEIGHTS SCHOOL (WEST TN CHILDREN'S HOME)	TNActive
700072	NEW JERUSALEM HOPE HOUSE	TNActive
430219	NEW LIFE ACADEMY	TNActive
431128	NEW PATHWAYS ACADEMY-F. CRITTENTON AGENCY	TNActive

999959	NORRIS ACADEMY	TNActive
999920	NORTH CLEVELAND GOAL ACADEMY	TNActive
999905	NORTH EAST TN ACADEMY	TNActive
430820	NORTH GREENE HIGH SCHOOL	TNActive
100067	NORTH KNOX CAREER & TECH. EDUC. CENTER	TNActive
430965	NORTH SIDE HIGH SCHOOL, Jackson	TNActive
430363	NORTHEAST HIGH SCHOOL	TNActive
431519	NORTHEAST PREP ACADEMY	TNActive
100064	NORTHFIELD ACADEMY	TNActive
431454	NORTHSIDE HIGH SCHOOL, Memphis	TNActive
431138	NORTHVIEW ACADEMY-KODAK	TNActive
430362	NORTHWEST HIGH SCHOOL	TNActive
431500	NORTHWEST PREP ACADEMY - PYRAMID ACADEMY	TNActive
430320	NOTRE DAME HIGH SCHOOL	TNActive
480810	OAK HARBOR HIGH SCHOOL	TNActive
700016	OAK PLAIN ACADEMY Formerly CHAD YOUTH ENHANCEMENT	TNActive
431800	OAK RIDGE HIGH SCHOOL	TNActive
431795	OAKDALE HIGH SCHOOL	TNActive
431457	OAKHAVEN HIGH SCHOOL	TNActive
431619	OAKLAND HIGH SCHOOL	TNActive
430504	OBED HEADWATERS SCHOOL	TNActive
432305	OBION COUNTY CENTRAL HIGH SCH	TNActive
431820	OLIVER SPRINGS HIGH SCHOOL	TNActive
100037	OLYMPIAN ACADEMY	TNActive
431825	ONEIDA HIGH SCHOOL	TNActive
431830	OOLTEWAH HIGH SCHOOL	TNActive
999926	OVERTON ADULT HIGH SCHOOL(LIVINGSTON)	TNActive
431458	OVERTON HIGH SCHOOL	TNActive
999960	PARKRIDGE VALLEY ACADEMY(HOSPITAL SCHOOL)	TNActive
100065	PARKVIEW LEARNING CENTER	TNActive
432092	PARKWAY ACADEMY	TNActive
700078	PATH ACADEMY (FREE WILL BAPTIST)	TNActive
100072	PATHWAYS IN EDUCATION TN	TNActive
431426	PATHWAYS IN EDUCATION TN	TNActive
999907	PEABODY GROUP HOME	TNActive
432280	PEABODY HIGH SCHOOL	TNActive
431650	PEARL-COHN ENTERTAINMENT MAGNET HIGH SCHOOL	TNActive
430449	PERFORMANCE LEARNING ACADEMY(SYLVAN PREP ACADEMY)	TNActive
431220	PERRY COUNTY HIGH SCHOOL	TNActive
431459	PHOENIX SCHOOL CREATIVE LRNG	TNActive

430215	PICKETT COUNTY HIGH SCHOOL	TNActive
432089	PIGEON FORGE HIGH SCHOOL	TNActive
432422	PIONEER CHRISTIAN ACADEMY	TNActive
700079	PLATEAU MENTAL HEALTH ADAP/ENDEAVOR	TNActive
431891	PLEASANT VIEW CHRISTIAN SCHOOL	TNActive
431478	PLEASANT VIEW SCHOOL	TNActive
430115	POLK COUNTY HIGH SCHOOL	TNActive
430894	POPE JOHN PAUL II HIGH SCHOOL	TNActive
999925	PORTLAND MONTESSORI ACADEMY	TNActive
431895	PORTLAND SENIOR HIGH SCHOOL	TNActive
431900	POWELL HIGH SCHOOL	TNActive
432170	POWELL VALLEY HIGH SCHOOL	TNActive
431468	POWER CENTER ACADEMY HIGH SCHOOL	TNActive
100033	PROMISE KEEPER ACADEMY	TNActive
431007	PROVIDENCE ACADEMY	TNActive
431611	PROVIDENCE CHRISTIAN ACADEMY	TNActive
430447	PUTNAM COUNTY ADULT HIGH SCH	TNActive
100075	R T FISHER ALTERNATIVE	TNActive
991037	R.E.A.C.H. ACADEMY	TNActive
431734	RADNOR BAPTIST ACADEMY	TNActive
431463	RALEIGH-EGYPT HIGH SCHOOL	TNActive
430168	RAVENWOOD HIGH SCHOOL	TNActive
430379	REACH ADULT HIGH SCHOOL	TNActive
430325	RED BANK HIGH SCHOOL	TNActive
431960	RED BOILING SPRINGS HIGH SCH	TNActive
431760	RENAISSANCE HIGH SCHOOL	TNActive
431731	RENAISSANCE SCHOOL	TNActive
430537	RHEA COUNTY HIGH SCHOOL	TNActive
432159	RICHARD HARDY MEMORIAL SCHOOL	TNActive
100074	RICHARD YOAKLEY SCHOOL	TNActive
431250	RICHLAND HIGH SCHOOL	TNActive
991038	RIDGEDALE ALTERNATIVE SCHOOL	TNActive
431461	RIDGEWAY JR-SR HIGH SCHOOL	TNActive
431980	RIPLEY HIGH SCHOOL	TNActive
431491	RIVER CITY HIGH SCHOOL	TNActive
431722	RIVER ROAD ACADEMY FORMERLY COMMUNITY HIGH SCHOOL-	TNActive
431622	RIVERDALE HIGH SCHOOL	TNActive
430549	RIVERSIDE CHRISTIAN ACADEMY	TNActive
431855	RIVERSIDE HIGH SCHOOL - Decaturville	TNActive
431075	ROANE COUNTY HIGH SCHOOL	TNActive
974523	ROBERTSON COUNTY VIRTUAL SCHOOL	TNActive

432010	ROCKWOOD HIGH SCHOOL	TNActive
430367	ROSSVIEW HIGH SCHOOL	TNActive
432022	ROSSVILLE CHRISTIAN ACADEMY - TN	TNActive
431623	RUTHERFORD COUNTY ADULT H S	TNActive
431639	RUTHERFORD COUNTY COMMUNITY LC	TNActive
100036	S.E.L.F SCHOOL (OMNIVISIONS, INC)	TNActive
000014	S.E.L.F. EAST (OMNI VISIONS, INC.)	TNActive
430963	SACRED HEART OF JESUS HIGH SCHOOL & MARY HIGH SCHO	TNActive
431465	SAINT AGNES ACADEMY-St. DOMINIC SCHOOL	TNActive
432099	SAINT ANDREWS SCHOOL	TNActive
432035	SAINT ANDREWS-SEWANEE SCHOOL	TNActive
430451	SAINT BENEDICT AT AUBURNDALE	TNActive
431735	SAINT BERNARD ACADEMY	TNActive
431740	SAINT CECILIA ACADEMY	TNActive
430413	SAINT GEORGES HIGH SCHOOL-Collierville	TNActive
431462	SAINT MARYS EPISCOPAL SCHOOL	TNActive
431460	SAINT PETERS HOME	TNActive
432040	SALE CREEK HIGH SCHOOL	TNActive
432050	SANTA FE HIGH SCHOOL	TNActive
969998	SAVANNAH CHRISTIAN ACADEMY	TNActive
430319	SCENIC LAND SCHOOL	TNActive
700083	SCHOLZE MIDDLE HIGH SCHOOL -(formerly)SCHOLZE CEN	TNActive
431010	SCIENCE HILL HIGH SCHOOL	TNActive
430945	SCOTT HIGH SCHOOL	TNActive
432070	SCOTTS HILL HIGH SCHOOL	TNActive
430595	SEQUATCHIE COUNTY HIGH SCHOOL	TNActive
431265	SEQUOYAH HIGH SCHOOL	TNActive
432141	SEQUOYAH HIGH SCHOOL - HAMILTON COUNTY	TNActive
432090	SEVIER COUNTY HIGH SCHOOL	TNActive
432108	SEYMOUR COMMUNITY CHRSTN SCH	TNActive
432107	SEYMOUR HIGH SCHOOL	TNActive
431483	SHEFFIELD HIGH SCHOOL	TNActive
700084	SHELBY TRAINING CENTER	TNActive
432120	SHELBYVILLE CENTRAL HIGH SCHOOL	TNActive
431490	SHRINE SCHOOL HANDICAPPD CHLDN	TNActive
991040	SIAM LEARNING CENTER	TNActive
431637	SIEGEL HIGH SCHOOL	TNActive
432109	SIGNAL MOUNTAIN MIDDLE/HIGH SCHOOL	TNActive
430308	SILVERDALE BAPTIST ACADEMY	TNActive
430230	SMITH COUNTY HIGH SCHOOL	TNActive
432130	SMYRNA HIGH SCHOOL	TNActive

991019	SMYRNA WEST ALTERNATIVE SCHOOL	TNActive
432140	SODDY DAISY HIGH SCHOOL	TNActive
431522	SOULSVILLE CHARTER SCHOOL, THE	TNActive
431098	SOUTH DOYLE HIGH SCHOOL	TNActive
432152	SOUTH FULTON HIGH SCHOOL	TNActive
431371	SOUTH GIBSON COUNTY HIGH SCHOOL	TNActive
430825	SOUTH GREENE HIGH SCHOOL	TNActive
432192	SOUTH HAVEN CHRISTIAN SCHOOL	TNActive
432160	SOUTH PITTSBURG HIGH SCHOOL	TNActive
430111	SOUTH SIDE HIGH SCHOOL, JACKSON	TNActive
431495	SOUTH SIDE HIGH SCHOOL, MEMPHIS	TNActive
431425	SOUTHEAST PREP ACADEMY	TNActive
431442	SOUTHWEST PREPARATORY ACADEMY	TNActive
431494	SOUTHWIND HIGH SCHOOL	TNActive
999950	SPECTRUM ACADEMY	TNActive
432200	SPRING HILL HIGH SCHOOL	TNActive
432195	SPRINGFIELD HIGH SCHOOL	TNActive
100059	ST. JUDE SCHOOL PROGRAM	TNActive
430746	STATION CAMP HIGH SCHOOL	TNActive
430297	STEM SCHOOL CHATTANOOGA	TNActive
700087	STEPPEN STONE ACADEMY	TNActive
430580	STEWART COUNTY HIGH SCHOOL	TNActive
432132	STEWARTS CREEK HIGH SCHOOL	TNActive
430506	STONE MEMORIAL HIGH SCHOOL	TNActive
430235	STONY FORK HIGH SCHOOL	TNActive
431743	STRATFORD STEM MAGNENT HIGH SCHOOL	TNActive
430140	SULLIVAN CENTRAL HIGH SCHOOL	TNActive
430151	SULLIVAN EAST HIGH SCHOOL	TNActive
431062	SULLIVAN NORTH HIGH SCHOOL	TNActive
431063	SULLIVAN SOUTH HIGH SCHOOL	TNActive
432215	SUMMERTOWN HIGH SCHOOL	TNActive
433182	SUMMIT HIGH SCHOOL	TNActive
432220	SUNBRIGHT HIGH SCHOOL	TNActive
432235	SWEETWATER HIGH SCHOOL	TNActive
431893	SYCAMORE HIGH SCHOOL	TNActive
700089	SYLVAN LEARNING CENTER 1000	TNActive
700090	SYLVAN LEARNING CENTER 1001	TNActive
700091	SYLVAN LEARNING CENTER 1010	TNActive
700092	SYLVAN LEARNING CENTER 1011	TNActive
700093	SYLVAN LEARNING CENTER 1012	TNActive
700094	SYLVAN LEARNING CENTER 1014	TNActive
700095	SYLVAN LEARNING CENTER 1015	TNActive

700096	SYLVAN LEARNING CENTER 1016	TNActive
700097	SYLVAN LEARNING CENTER 1017	TNActive
700098	SYLVAN LEARNING CENTER 1018	TNActive
700099	SYLVAN LEARNING CENTER 1024	TNActive
700100	SYLVAN LEARNING CENTER 1025	TNActive
700101	SYLVAN LEARNING CENTER 1026	TNActive
999951	TASK CENTER (OMNI VISION)	TNActive
000016	TASK NORTHEAST (OMNI VISIONS)	TNActive
430749	TEACHING ALL CHILDREN ACADEMY I	TNActive
430484	TEEN LEARNING CENTER	TNActive
432250	TELLICO PLAINS HIGH SCHOOL	TNActive
431902	TEMPLE BAPTIST ACADEMY	TNActive
700103	TENNESSEE AQUARIUM	TNActive
430383	TENNESSEE CHRISTIAN PREPARATORY ACADEMY	TNActive
430180	TENNESSEE HIGH SCHOOL	TNActive
430175	TENNESSEE ONLINE PUBLIC SCHOOL (TOPS)	TNActive
430575	TENNESSEE SCHOOL FOR THE BLIND	TNActive
431125	TENNESSEE SCHOOL FOR THE DEAF	TNActive
430329	TENNESSEE TEMPLE ACADEMY	TNActive
974263	TENNESSEE VIRTUAL ON-LINE SCHOOL	TNActive
430176	THE ACADEMY AT KING	TNActive
430501	The Phoenix School - 430501	TNActive
999952	THERAPY AND LEARNING CENTER	TNActive
430257	THREE SPRINGS INC	TNActive
431553	TIPTON-ROSEMARK ACADEMY	TNActive
700106	TRACE ACADEMY	TNActive
973696	TRANSITIONS AT BASS	TNActive
431505	TREADWELL HIGH SCHOOL	TNActive
431507	TREZEVANT HIGH SCHOOL	TNActive
431482	TREZEVANT VOC-TECH/CAREER ACAD	TNActive
431066	TRI-CITIES CHRISTIAN SCHOOL	TNActive
430958	TRINITY CHRISTIAN ACADEMY-JACKSON	TNActive
430870	TROUSDALE COUNTY HIGH SCHOOL	TNActive
432315	TULLAHOMA HIGH SCHOOL	TNActive
430327	TWENTY FIRST CENTURY ACADEMY	TNActive
432325	TYNER ACADEMY MATH/SCI/TECH	TNActive
430632	UNAKA HIGH SCHOOL	TNActive
430650	UNICOI COUNTY HIGH SCHOOL	TNActive
432342	UNION CITY HIGH SCHOOL	TNActive
100073	UNION COUNTY ALTERNATIVE CENTER	TNActive
431320	UNION COUNTY/ ADULT HIGH SCHOOL	TNActive
431281	UNITY CHRISTIAN SCHOOL	TNActive

181211	UNIVERSITY HEIGHTS ACADAEMY	TNActive
430967	UNIVERSITY SCHOOL OF JACKSON	TNActive
431725	UNIVERSITY SCHOOL OF NASHVILLE	TNActive
431000	UNIVERSITY SCHOOL, JOHNSON CITY	TNActive
430075	UPPERMAN HIGH SCHOOL	TNActive
430317	VALLEY ACADEMY	TNActive
432175	VAN BUREN COUNTY HIGH SCHOOL	TNActive
999953	VARANGON ACADEMY	TNActive
432123	VICTORY BAPTIST ACADEMY	TNActive
431726	VILLAGE ACADEMY	TNActive
431243	VILLAGE ACADEMY(FORMERLY) PENINSULA VILLAGE SCHO	TNActive
100071	VITAL: UPPER CUMBERLAND E-LEARNING NETWORK	TNActive
430341	VOLUNTEER HIGH SCHOOL	TNActive
431641	W.A.BASS ALTERNATIVE LEARNING CENTER	TNActive
430384	WALKER VALLEY HIGH SCHOOL	TNActive
700111	WALLACE ACADEMY	TNActive
431754	WALLACE ACADEMY OF NASHVILLE	TNActive
100069	WARREN COUNTY ALTERNATIVE ACADEMY	TNActive
431367	WARREN COUNTY HIGH SCHOOL	TNActive
432380	WASHBURN SCHOOL	TNActive
430309	WASHINGTON SCHOOL	TNActive
432395	WATERTOWN HIGH SCHOOL	TNActive
432400	WAVERLY CENTRAL HIGH SCHOOL	TNActive
432411	WAYNE ACADEMY	TNActive
432410	WAYNE COUNTY HIGH SCHOOL	TNActive
430589	WEAKLEY COUNTY REGIONAL HIGH SCHOOL	TNActive
430095	WEBB SCHOOL	TNActive
431127	WEBB SCHOOL OF KNOXVILLE	TNActive
430368	WEEMS ACADEMY	TNActive
431337	WEST CARROLL HIGH SCHOOL	TNActive
430357	WEST CREEK HIGH SCHOOL	TNActive
555554	WEST END ACADEMY	TNActive
431590	WEST GREENE HIGH SCHOOL	TNActive
431130	WEST HIGH SCHOOL - Knox	TNActive
999908	WEST VIEW CENTER	TNActive
432415	WESTMORELAND HIGH SCHOOL	TNActive
431484	WESTSIDE HIGH SCHOOL	TNActive
431508	WESTSIDE HIGH SCHOOL	TNActive
431280	WESTVIEW HIGH SCHOOL	TNActive
431509	WESTWOOD HIGH SCHOOL	TNActive
432165	WHITE COUNTY HIGH SCHOOL	TNActive
432434	WHITE HOUSE CHRISTIAN ACADEMY	TNActive

432436	WHITE HOUSE HERITAGE SCHOOL	TNActive
432435	WHITE HOUSE HIGH SCHOOL	TNActive
431510	WHITE STATION HIGH SCHOOL	TNActive
432430	WHITEHAVEN HIGH SCHOOL	TNActive
432091	WHITES ADULT HIGH SCHOOL-Sevier County	TNActive
432421	WHITES CREEK COMPREHENSIVE H S	TNActive
432460	WHITWELL HIGH SCHOOL	TNActive
431306	WILLIAM BLOUNT HIGH SCHOOL	TNActive
060288	WILLIAM J PALMER HIGH SCHOOL (CO)	TNActive
431179	WILSON CENTRAL HIGH SCHOOL	TNActive
431180	WILSON COUNTY ADULT HS	TNActive
431512	WOODDALE HIGH SCHOOL	TNActive
431643	WOODLAND HILLS YOUTH DEVELOPMENT CENTER	TNActive
999958	WOODRIDGE-WILLOW SCHOOL	TNActive
431499	WORD OF FAITH CHRISTIAN ACADEMY	TNActive
431518	YO ACADEMY	TNActive
999957	YOUTH DIMENSIONS	TNActive
700113	YOUTH VILLAGES - NICHOLAS HOBBS ACADEMY	TNActive
430429	ZION CHRISTIAN ACADEMY	TNActive

TENNESSEE EDUCATION LOTTERY SCHOLARSHIP PROGRAMS ELIGIBLE INSTITUTIONS

Aquinas College (003477)
Art Institute of Tennessee - Nashville (009270)
Austin Peay State University (003478)
Baptist Memorial College of Health Sciences (034403)
Belmont University (003479)
Bethel University (003480)
Bryan College (003536)
Carson-Newman College (003481)
Chattanooga State Community College (003998)
Christian Brothers University (003482)
Cleveland State Community College (003999)
Columbia State Community College (003483)
Cumberland University (003485)
Dyersburg State Community College (006835)
East Tennessee State University (003487)
ETSU - School of Pharmacy (E01254)
Fisk University (003490)
Freed-Hardeman University (003492)
Hiwassee College (003494)
Jackson State Community College (004937)
John A. Gupton College (008859)
Johnson University (003495)
King College (003496)
Knoxville College
Lane College (003499)
Lee University (003500)
LeMoyne-Owen College (003501)
Lincoln Memorial University (003502)
Lipscomb University (003486)
Martin Methodist College (003504)
Maryville College (003505)
Memphis College of Art (003507)
Middle Tennessee State University (003510)
Milligan College (003511)
Motlow State Community College (006836)
Nashville State Community College (007534)
Northeast State Community College (005378)
O'More College of Design (014663)
Pellissippi State Community College (012693)
Rhodes College (003519)
Roane State Community College (009914)
South College (004938)
Southern Adventist University (003518)

Southwest Tennessee Community College (010439)
Tennessee State University (003522)
Tennessee Technological University (003523)
Tennessee Temple University (003524)
Tennessee Wesleyan College (003525)
Trevecca Nazarene University (003526)
Tusculum College (003527)
Union University (003528)
University of Memphis (003509)
University of Tennessee, Chattanooga (003529)
University of Tennessee, Knoxville (003530)
University of Tennessee, Martin (003531)
University of Tennessee Health Science Center (006725)
University of the South (003534)
Vanderbilt University (003535)
Volunteer State Community College (009912)
Walters State Community College (008863)
Watkins College of Art and Design (031276)
Welch College (030018)

TENNESSEE COLLEGES OF APPLIED TECHNOLOGY (TCATs)

TCAT - Athens
TCAT - Chattanooga
TCAT - Covington
TCAT - Crossville
TCAT - Crump
TCAT - Dickson
TCAT - Elizabethton
TCAT - Harriman
TCAT - Hartsville
TCAT - Hohenwald
TCAT - Jacksboro
TCAT - Jackson
TCAT - Knoxville
TCAT - Livingston
TCAT - McKenzie
TCAT - McMinnville
TCAT - Memphis
TCAT - Morristown
TCAT - Murfreesboro
TCAT - Nashville
TCAT - Newbern
TCAT - Oneida
TCAT - Paris
TCAT - Pulaski
TCAT - Ripley
TCAT - Shelbyville
TCAT - Whiteville

SERVICE LEVEL AGREEMENT

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1.1 Service Levels, Notification and Remediation
1.2 Service Level Measurement
1.3 Definitions
1.4 Service Level Credits Table

1.1 Service Levels, Notification and Remediation

Description	Details/Notification	Minimum Acceptable Service Level	Remedy
Unscheduled Maintenance/Downtime	Unscheduled Maintenance/Downtime is the time when all System Users are unable to transmit or access information from the System (an inactive communications connection), and includes unavailability associated with any maintenance activity other than that associated with Scheduled Downtime/Maintenance. The Contractor will provide immediate notification of Unscheduled Maintenance/Downtime to System Users, when possible, and escalation to THEC after 30 minutes of interruption	System availability of 99.5% of the time per Contract quarter (see below for interruptions that are excluded from downtime percentage)	Service Level Credits: The Contractor will credit THEC in the amounts set forth in § 1.4. Exhibit 1 to this Attachment, for levels of network downtime per month up to but not exceeding 100% of one month's recurring charges for any given month. Credit issued per quarter.

SAMPLE

1.2. Service Level Agreement

The Contractor will designate the method of measurement for each of the key metrics defined in this document. The Contractor is responsible for providing this information with a regular report. The measurement must be done on a weekly basis and reported monthly with monthly, quarterly and yearly statistical totals. When service falls below the thresholds identified in this document, the Contractor will work to identify the root cause and resolve service problems in a timely manner. If the service levels for a particular metric fall below the threshold for more than three (3) consecutive months (or in the event of any unplanned outage), the Contractor must provide a report to THEC within five (5) business days after the third month (or after an outage occurs) outlining the issues, the plan for resolution and progress on resolution until the service levels have been restored. This analysis should include suggestions for improvements to prevent future issues.

Description	Details/Notification	Minimum Acceptable Service Level
Scheduled Maintenance	Scheduled maintenance is time when a System User is unable to transmit or access information from the system (an inactive communications connection), but which is pre-scheduled and does not count toward unscheduled downtime. The period between 10 p.m. and 1 a.m. Pacific Standard Time (12 a.m. and 2: a.m. Central Standard Time), and other low usage times when feasible, is always considered regularly Scheduled Maintenance. The Contractor may perform Scheduled Maintenance at any other time by providing at least three days 3 (3) business day in advance of the interruption. Any scheduled maintenance that occurs outside the regularly-scheduled maintenance window and without notification will be considered unscheduled maintenance and count as system unavailability.	The System will be available 99.5% of the time in any given Contract quarter, excluding interruptions resulting from Scheduled Maintenance, State equipment or LAN failure, State caused disruptions including without limitation failure to timely respond to information requests from the Contractor, interconnections to or from the Internet or force majeure events, i.e., events that are beyond the Contractor's control, including without limitation, any interruptions caused by third parties outside of the Contractor's control. Scheduled maintenance should occur during low usage times when feasible.

SAMPLE

Description	Details/Notification	Minimum Acceptable Service Level
Concurrent System Users	The system will be able to support up to 10,000 Concurrent System Users per hour	As measured by the 99.5% availability
Transaction response time	The Contractor must provide notification to System Users if the system is experiencing response time issues. If the issues continue for more than one (1) day the Contractor must provide an explanation and remediation steps to THEC.	95% of all transactions should complete within two (2) seconds and no single transaction should exceed five (5) seconds. As used here, the term "transaction" excludes reporting, use of administrative tools, retrieval of data and similar resource intensive transactions each of which may take longer than five (5) seconds.

SAMPLE

1.3 *Definitions*

Term	Acronym	Definition
Concurrent System User		A System User accessing the System at the same time as one or more other System Users.
Equipment		Shall mean all computing, networking, telecommunications and other equipment (hardware and firmware) procured, provided, operated, supported, or used by the Contractor or THEC in connection with the Services, including (a) midrange, server and distributed computing equipment and associated attachments, features, accessories, peripheral devices and cabling, (b) personal computers, laptop computers, workstations and personal data devices and associated attachments, features, accessories, printers, multi-functional printers, peripheral or network devices and cabling, and (c) voice, data, video and wireless telecommunications and network and monitoring equipment and associated attachments, features, accessories, cell phones, peripheral devices and cabling.
Service Levels		Shall mean the levels and standards for the performance of the Services.
Service Level Failure		Customer is unable to access the services based upon the agreed service levels.
Transaction Response Time		The time it takes for a server to service a request – such as a web page.

SAMPLE

1.4 *Service Level Credits Table*

Uptime		In Hours	Number of Days of Credit
From	To		
100.0%	99.5%	> 30 mins and up to 4 hours	0.00
99.5%	99.0%	4.01 – 8.0 hours	1.00
99.0%	98.5%	8.01 to 12.0 hours	2.00
98.5%	98.0%	12.01 – 16 hours	3.00
98.0%	97.5%	16.01 to 20.0 hours	4.00
97.5%	97.0%	20.01 to 24.0 hours	5.00
97.0%	< 97.0%	24.01 hours and above	6.00

For each day of service level credit, based on the table above, THEC shall receive a credit equal to 1/90th of the following quarter's fee.

SAMPLE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	**33201-02116**
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security 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