

CONTRACT #3
RFS # 331.45-00511
FA # Pending

Education

VENDOR:
Middle Tennessee State
University (MTSU)



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
Division of Career and Technical Education
4th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0383

PHIL BREDESEN
GOVERNOR

TIMOTHY K. WEBB, Ed.D.
COMMISSIONER

TO: Mr. James White, Fiscal Review Committee
FROM: Timothy K. Webb, Commissioner *Timothy K. Webb*
DATE: March 5, 2010
SUBJECT: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Contract RFS# 33145-00511

Please consider the enclosed information regarding a request for Non-Competitive Contract between the Department of Education and Middle Tennessee State University.

The proposed contract will allow the proposed Contractor to provide the federal mandated training for new and current teachers in Career and Technical Education (CTE) statewide. The Department is responsible for conducting ten trainings/conferences throughout the year with up to 2500 participants. The contracted services meet the terms of the approved state plan for the use of funds under the Carl D. Perkins Act of 2006.

We are requesting a five (5) year contract to allow consistency in the planning and implementation of this training with an annual cost to the department of \$545,475.00.

Thank you for your consideration.

CC:

Mr. Ralph Barnett
Mr. Marty Willis
Ms. Michelene McKinney
Ms. Kristen McKeever

RECEIVED

MAR 05 2010

FISCAL REVIEW

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Michelene McKinney	*Contact Phone:	615-532-1618		
*Original Contract Number:	N/A	*Original RFS Number:	33145-00511		
Edison Contract Number: <i>(if applicable)</i>	18328	Edison RFS Number: (if applicable)	33145-00511		
*Original Contract Begin Date:	July 1, 2010	*Current End Date:	June 30, 2015		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Education				
*Division:	Career and Technical Education				
*Date Submitted:	March 5, 2010				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	yes				
*Contract Vendor Name:	Middle Tennessee State University				
*Current Maximum Liability:	\$2,727,225				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2011	FY: 2012	FY: 2013	FY:2014	FY2015	FY
\$545,445	\$545,445	\$545,445	\$545,445	\$545,445	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:	FY:	FY:	FY:	FY	FY
N/A	N/A	N/A	NA	NA	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding Source/Amount:	State:	\$139,725.00	Federal:	\$2,587,500.00	
Interdepartmental:			Other:		
If "other" please define:					
Dates of All Previous Amendments or			Brief Description of Actions in Previous		

Supplemental Documentation Required for
Fiscal Review Committee

Revisions: <i>(if applicable)</i>	Amendments or Revisions: <i>(if applicable)</i>
N/A	
Method of Original Award: <i>(if applicable)</i>	
*What were the projected costs of the service for the entire term of the contract prior to contract award?	\$2,727,225.00

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:2011	FY:2012	FY:2013	FY:2014	FY:2015
CTE State Conference	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Technical Skills Examination Roll-out	\$46,000	\$46,000	\$46,000	\$46,000	\$46,000
New Teacher Occupational Training/Summer	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
New Teacher Occupational Training/Winter	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
CTE Directors' Professional Development Workshop	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Taskforce Study Group Meetings	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
CTE Council Meetings/ Fall	\$12,420	\$12,420	\$12,420	\$12,420	\$12,420
CTE Council Meetings/ Winter	\$6,925	\$6,925	\$6,925	\$6,925	\$6,925
CTE Council Meetings/ Spring	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600
Federal Updates	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000
Rubric Training Meetings	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (MTSU)	FY:2011	FY:2012	FY:2013	FY:	FY:
CTE State Conference	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Technical Skills Examination Roll-out	\$46,000	\$46,000	\$46,000	\$46,000	\$46,000
New Teacher Occupational Training	\$20,500	\$20,500	\$20,500	\$20,500	\$20,500
CTE Directors' Professional	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000

Supplemental Documentation Required for
Fiscal Review Committee

Development Workshop					
Taskforce Study Group Meetings	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
CTE Council Meetings	\$27,945	\$27,945	\$27,945	\$27,945	\$27,945
Federal Updates	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000
Rubric Training Meetings	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
Other Vendor Cost: UT (See attached documentation)	FY:2011	FY:2012	FY:2013	FY: 2014	FY: 2015
CTE State Conference	\$309,878	\$309,878	\$309,878	\$309,878	\$309,878
Technical Skills Examination Roll-out	\$57,098	\$57,098	\$57,098	\$57,098	\$57,098
New Teacher Occupational Training	\$41,348	\$41,348	\$41,348	\$41,348	\$41,348
CTE Directors' Professional Development Workshop	\$20,156	\$20,156	\$20,156	\$20,156	\$20,156
Taskforce Study Group Meetings	\$19,455	\$19,455	\$19,455	\$19,455	\$19,455
CTE Council Meetings	\$34,576	\$34,576	\$34,576	\$34,576	\$34,576
Federal Updates	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000
Rubric Training Meetings	\$138,041	\$138,041	\$138,041	\$138,041	\$138,041

Effective October 30, 2009

Summer Conference

Item	Rate	Multiplier	Estimate
Registration	\$ 9.00	2500	\$ 22,500.00
Program Course Initiation Fee	\$ 250.00	1	\$ 250.00
Web site fee	\$ 300.00	1	\$ 300.00
On-site staffing	\$ 20.00	20	\$ 400.00
Management Service Fee (on \$50*2500)	0.17	\$ 125,000.00	\$ 21,250.00
Meeting Rooms			
exclusive use of 50 rooms (based on rates for the 16 rooms available in the conference ctr weekday rates)	\$ 7,109.38	5	\$ 35,546.88
AudioVisual charges (LCD projection+wireless microphone+skirted table+table linen) 50 rooms 2 days+10 rooms 3 days	\$ 230.00	130	\$ 29,900.00
subcontract with Rutherford Co schools for FACS and T&I events @ Blackman HS actual from 2009 conference			\$ 5,752.35
Dining hall for opening day barbecue buffet (actual from 2009 conference)			\$ 2,530.00
Food/Meals			
Lunch for 1800 (barbecue buffet)	\$ 16.32	1800	\$ 29,378.70
Dinner for each program area	\$ 21.00	2450	\$ 51,453.68
Beverage breaks (main 2 days)	\$ 7.90	5000	\$ 39,487.50
Beverage breaks (other 3 days)	\$ 5.56	5400	\$ 30,010.50
Snacks for morning and afternoon breaks (500 morning+300 afternoon 3 days)	\$ 8.13	2400	\$ 19,515.60
Meal tickets for CTSO officers and chaperones (actual from 2009 conference)			\$ 35.00
Dorm rooms for CTSO officers and chaperones (actual from 2009 conference)			\$ 3,062.00
speaker contracts & travel (actual total from 2009)			\$ 7,205.45
Production, printing & delivery of conference booklet (actual 2009)			\$ 2,496.99
Exhibitor assn fees (actual 2009)			\$ 8,803.22
Total			<u>\$ 309,877.86</u>
Technical Skills Examination Roll-out			
Registration (3 sites, 75 per site)	\$ 9.00	225	\$ 2,025.00
Program Course Initiation Fee	\$ 250.00	1	\$ 250.00
Web site fee	\$ 300.00	1	\$ 300.00
On-site staffing	\$ 20.00	5	\$ 100.00
Meal services			
Beverages full day 3 sites	\$ 5.56	225	\$ 1,250.44
Continental bkfst	\$ 8.13	195	\$ 1,585.64
Lunch deli sandwich	\$ 11.64	225	\$ 2,619.34
Meeting Rooms (exclusive use of 100 seat ballroom for 1 weekday per site)	\$ 176.00	3	\$ 528.00
AudioVisual charges (LCD projection+wireless microphone+skirted table+table linen) 1 room 3 days	\$ 230.00	3	\$ 690.00
Stipends/Substitute pay	\$ 50.00	160	\$ 8,000.00
Travel claims (lodging for 2/3 attendees@\$55 each+420 miles*.50/mile)	\$ 265.00	150	\$ 39,750.00
Total			<u>\$ 57,098.42</u>

New Teacher Occupational Training

Registration (150 July+100 January)	\$ 9.00	250	\$ 2,250.00
Program Course Initiation Fee	\$ 250.00	1	\$ 250.00
Web site fee	\$ 300.00	1	\$ 300.00
On-site staffing	\$ 20.00	3	\$ 60.00
Meal Services			
Beverages full day (4 days July+2 days January)	\$ 5.56	900	\$ 5,001.75
Beverages half day (1 day July+1 day January)	\$ 4.10	300	\$ 1,228.50
Continental bkfst (5 days July+3 days January)	\$ 8.13	800	\$ 6,505.20
Lunch Blue Plate Special (4 days July+2days January)	\$ 12.81	900	\$ 11,530.35
Meeting Rooms			
200 seat room and 3 30 seat rooms for 8 days	\$ 352.00	8	\$ 2,816.00
Materials (books, CDs, flipcharts based on actual charges Summer 2009)			\$ 10,946.25
AudioVisual charges (LCD projection+wireless microphone+skirted table+table linen) 4 sessions	\$ 230.00	2	\$ 460.00
Total			<u>\$ 41,348.05</u>

CTE Directors' Meeting

Registration	\$ 9.00	200	\$ 1,800.00
Program Course Initiation Fee	\$ 250.00	1	\$ 250.00
Web site fee	\$ 300.00	1	\$ 300.00
On-site staffing	\$ 20.00	3	\$ 60.00
Meeting Room (200 seats, 2 days)	\$ 352.00	2	\$ 704.00
Beverages full day 2 days	\$ 5.56	400	\$ 2,223.00
AudioVisual charges (LCD projection+wireless microphone+skirted table+table linen) 4 sessions	\$ 230.00	2	\$ 460.00
AudioVisual production services (actual from invoice)			\$ 2,227.69
Internet access for meeting (Verizon) from invoice			\$ 720.00
Continental bkfst 2 days	\$ 8.13	400	\$ 3,252.60
Lunch Buffet	\$ 18.66	400	\$ 7,464.60
Supplies (pens, handouts, folders, dvds, name badges) actual from invoice			\$ 694.30
Total			<u>\$ 20,156.19</u>

Taskforce Study Group Meetings (up to 25 meetings)

Web site fee	\$ 300.00	25	\$ 7,500.00
Lunch Sandwich Buffet	\$ 15.15	200	\$ 3,030.30
Staffing Charges for small catering events	\$ 35.00	25	\$ 875.00
Registration	\$ 9.00	200	\$ 1,800.00
Program Course Initiation Fee	\$ 250.00	25	\$ 6,250.00
Total			<u>\$ 19,455.30</u>

Council Meetings (three meetings and a fall forum)

Registration	\$ 9.00	175	\$ 1,575.00
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Program Course Initiation Fee	\$ 250.00	4	\$ 1,000.00
Web site fee	\$ 300.00	4	\$ 1,200.00
Lodging for members and guests (CONUS rates)			
Fall (3 days Gatlinburg/Knoxville rate \$84/night)	\$ 252.00	25	\$ 6,300.00
Fall Forum (1 day Nashville \$119/night)	\$ 119.00	25	\$ 2,975.00
Winter (2 days Nashville \$119/night)	\$ 238.00	25	\$ 5,950.00
Spring (2 days Memphis \$100/night)	\$ 200.00	25	\$ 5,000.00
Meeting Room for Fall Forum seating for 100, 1 day	\$ 176.00	1	\$ 176.00
Audio-visual Services (LCD pkg+ wireless microphone+skirted table+table linen) for 8 days	\$ 230.00	8	\$ 1,840.00
Meal Services			
Beverage services (full day for 25 - 3 days Fall, 2days Winter, 2 days Spring)	\$ 5.56	175	\$ 972.56
Beverage services (full day for 100 Fall Forum)	\$ 5.56	100	\$ 555.75
Continental Breakfast (for 25 3 days Fall, 1 day Winter, 2 days Spring)	\$ 8.13	150	\$ 1,219.73
TACTE Legislative Breakfast (for 25 1 day Winter)	\$ 50.00	25	\$ 1,250.00
Lunch (for 25 2 days Winter)	\$ 18.66	25	\$ 466.54
Morning and Afternoon Breaks (for 25 3 days Fall, 2 days Winter, 2 days Spring)	\$ 11.70	350	\$ 4,095.00
Total			<u>\$ 34,575.58</u>

Federal Updates

Subcontract with Michael Brustein			<u>\$ 31,000.00</u>
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Rubric Training Meetings (3 regional -- Jackson, Nashville, Memphis and 1 statewide - Nashville)

Meeting space			
Regional (100 attendees x 3 sites for 1 day each)	\$ 176.00	3	\$ 528.00
Statewide (30 attendees)	\$ 106.00	1	\$ 106.00
Registration	\$ 9.00	330	\$ 2,970.00
Program Course Initiation Fee	\$ 250.00	4	\$ 1,000.00
Web site fee	\$ 300.00	4	\$ 1,200.00
On-site staffing	\$ 20.00	4	\$ 80.00
Subcontractors (3 for each meeting @ \$7,500)	\$ 7,500.00	4	\$ 30,000.00
Meal services			
Beverage full day service for 330 attendees	\$ 5.56	330	\$ 1,833.98
Continental Breakfast	\$ 8.13	330	\$ 2,683.40
Lunch Buffet	\$ 12.81	330	\$ 4,227.80
AudioVisual charges (LCD projection+wireless microphone+skirted table+table linen) 4 sessions	\$ 230.00	4	\$ 920.00
Supplies: (actual cost from sessions already conducted)			
Flashdrives			\$ 3,166.56
Rubric Posters			\$ 1,851.40
Laminated Rubric Desk Copies			\$ 443.00
Notebooks	\$5	300	\$ 1,500.00
Dividers			\$ 223.34

printing for misc. handouts			\$	100.00
Brown Computer Bags			\$	4,204.07
Miscellaneous supplies (scissors, highlighters, candy, flip charts, markers)			\$	1,000.00
Substitute pay/ stipends (@\$75 each)	\$	75.00	250	\$ 18,750.00
Lodging for 2/3 of attendees				
Jackson (\$70/night)	\$	70.00	66	\$ 4,620.00
Nashville (\$119/night)	\$	119.00	66	\$ 7,854.00
Memphis (\$100/night)	\$	100.00	66	\$ 6,600.00
Mileage for overnight attendees (210*2*.5)	\$	210.00	198	\$ 41,580.00
Mileage for drive-in LEA attendees (50*2*.5)	\$	50.00	12	\$ 600.00
Total				<u>\$ 138,041.54</u>

The Registration Package

Includes 5 ways for participants to register:

- Mail
- Internet
- Fax
- On-site
- Phone

Some of our services include:

- Providing assistance with materials design
- Providing regular registration reports
- Processing registrations
- Printing standard name badges and holders
- Providing speaker ribbons
- Responding to telephone and electronic questions
- Providing and mailing registration receipt and one sheet of customized information
- Collecting and processing special needs requests
- Providing up to 3 copies of the final list of participants
- Providing class rolls, when needed
- Set up and staffing of on-site registration (1 hour staff time per 20 registrations processed)
- Processing and invoicing purchase orders
- Processing cancellations, substitutions, and refunds
- Managing accounts receivables and returned checks
- Record storage for 6 years

Our rates for registration services:

Program course initiation fee - \$250

Web site fee - \$500

Registration Processing Fees:

\$9 per person domestic and \$11 international

Spouse and Guest badges - \$5 each

Cancellations - \$18 per cancellation processed

Registration: staff hours above one hour per 20 registrations processed - \$25 per hour

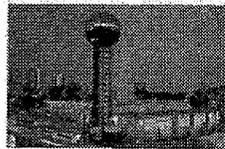
Additional copies of participant's list - \$.10 per page

Credit card fees - 2.75% of fees processed

Complete meeting management services are available to your groups for as little as 17% of your fees collected. This fee can easily be included in your registration costs.

Some Facts About UT Conferences

- The department hosts approximately 35,000 conference guests annually.
- The department's annual economic impact to the community exceeds \$30 million.
- The department travels across the state managing meetings.
- The department employs up to 100 UT students to staff and manage large events.
- The UT Conference Center hosts an average of 110 visitors per day to downtown Knoxville.



To learn more about how UT Conferences can help with your next event, call for your no-cost consultation.

UT Conferences

600 Henley Street, Suite 212

PO Box 2648

Knoxville, TN 37901

Telephone 865-974-0250 • Fax 865-974-0264

E-mail: conferences@utk.edu

www.utconferences.org

THE UNIVERSITY of
TENNESSEE UT
Conferences

THE UNIVERSITY of
TENNESSEE UT
Conferences

Our Service and Value Ensure Your Meeting's...

Success

In addition to providing meeting space at the UT Conference Center, UT Conferences offers registration and event management services for events located in the UT Conference Center, on the UT campus, in area hotels and meeting facilities, and across the state.



Our services include:

- Event Recruitment
- Marketing
- Registration
- Financial Management
- Lodging (hotel and residence halls)
- Food and Beverage
- Transportation
- Complete Meeting Management

Contact us for a no-cost consultation.

UT Conferences

Telephone 865-974-0250

Fax 865-974-0264

E-mail: conferences@utk.edu

www.utconferences.org

Our Beverage Breaks

Regular and decaffeinated coffee, hot tea, hot chocolate, soft drinks, boiled water, and morning juices are available for your attendees throughout your meeting. Service can be provided in or near your meeting room.

Full Day (4 to 8 hours)	\$4.75 per person
Half Day (up to 4 hours)	\$3.50 per person
Extended Day (8 to 12 hours)	\$6.75 per person

Our Breakfast

Continental Breakfast	\$6.95
Biscuit Feast	\$7.95
Traditional Breakfast	\$10.95
Breakfast Buffet	\$11.95

Our Value Lunches

Cold Sandwich Plate	\$8.95
Hot Sandwich Plate	\$9.95
Blue Plate Special (seasonal features)	\$10.95
Chef's Choice Soup and Sandwich	\$9.95
Two Meat Buffet	\$14.95

Our Sandwiches and Salads

Delit Sandwich	\$9.95
Club Sandwich	\$10.95
Charbroiled Chicken Sandwich	\$10.95
Open Faced Roast Beef Sandwich	\$10.95
French Dip Sandwich	\$10.95
Traditional Chef's Salad	\$10.95

Enjoy a cup of soup with any sandwich or salad for an additional \$1.50 per person.

Our Served Lunches

Lemon Pepper Chicken	\$11.95
Chicken and Pasta	\$11.95
Sliced Beef with Mushrooms	\$13.95

Our Luncheon Buffets

Barbeque Buffet	\$13.95
Baked Potatoes Buffet	\$12.95
Sandwich Builders Buffet	\$12.95
Gourmet Pizza Buffet	\$12.95

Our Premier Buffet

2 meats, 3 salads, 3 sides
\$18.95 Lunch / \$17.95 Diner

Our Stimulus Package Special Buffet

Grilled Hamburgers and Chicken Sandwiches - \$9.95

Specialty Breaks

We offer numerous specialty and a la carte items for your meeting breaks. Call (865) 974-0250 or visit www.utconferences.org for our complete menu.

Our Basic Reception

Assorted Tennessee Cheeses
Mixed Nuts
Crackers and Flatbreads
Fresh Fruits with Yogurt Dip
Assorted Raw and Grilled Vegetables
Vegetarian Tea Sandwiches
Assorted Tea Sandwiches
Sweet and Sour Meatballs
Assorted Mini-Desserts
Sparkling Punch
Coffee, Tea, Bottled Water, and Soft Drinks
\$14.95 per person (25 person minimum)

Food and Beverage Policies

We are happy to design custom menus for your group.

There is a \$35 staffing charge per food function where less than 15 people are guaranteed. This does not apply to beverage service; our affordable unlimited beverage service is required for all groups.

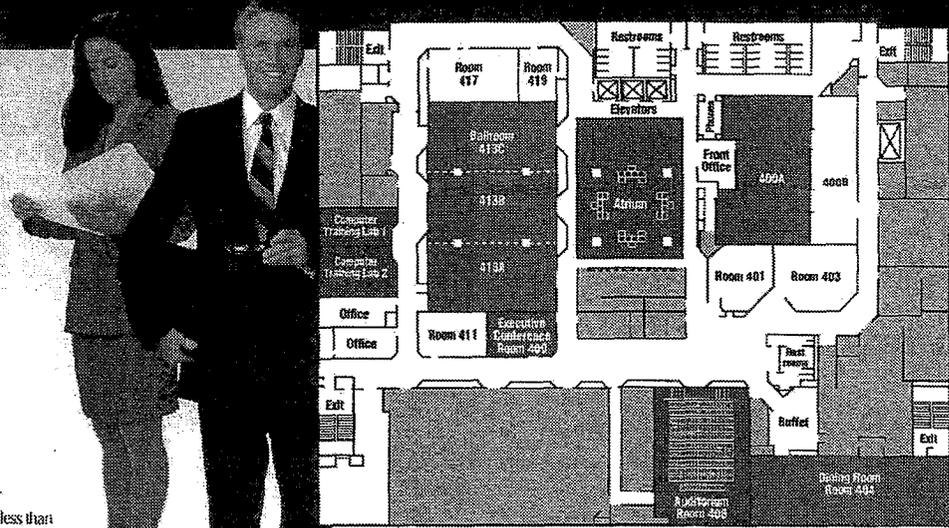
A 17% service fee is added to all food and beverage purchases. Sales tax is added to all groups unless appropriate sales tax exemption forms are provided.

Call (865) 974-0250 or visit www.utconferences.org for our complete food and beverage policies.

Sample Audio Visual / Misc. Offerings

VCD Computer Projection Package	\$160
Standard Flip Chart Package	\$25
Easel	45
Standard Overhead Package	\$25
TV/VCR/DVD Package	\$80
Laptop Computer	\$110
Wireless Lavalier Microphone	\$40
Seated Round Table	\$20
Table Linen	\$10

Rates listed are for a standard day. Four-hour rates are available for most items.



Room	Theater (chairs only)	Classroom (3 per 6' table)	Banquet/Meal	Hollow Rectangle	Total Square Feet	Weekday Rental Fee	Weekend Rental Fee
400A	100	63	100	30	1,566	\$176	\$203
400B	90	20	60		1,102	\$126	\$143
401 (trapezoidal)	40	18	40	24	676	\$106	\$119
403 (octagonal)	50	36	50	30	842	\$126	\$143
404 (meeting room)			180		2,000	\$206	\$239
406 (auditorium)	150				2,071	\$206	\$259
409 (boardroom)				10	499	\$126	\$143
411	20	18	26	18	429	\$106	\$119
413A	100	45	80	42	1,431	\$176	\$203
413B	100	60	80	42	1,484	\$176	\$203
413C	100	45	80	42	1,431	\$176	\$203
413ABC	300	155	300		4,345	\$461	\$535
417	50	24	40	30	990	\$146	\$167
419 (5th Board Room)			6	6	247	\$76	\$83
Exclusive Use of Above facilities						\$1,459	\$1,659
Computer Lab 1		14			556	\$525	\$600
Computer Lab 2		30			413	\$425	\$570
Computer Labs 1 & 2		24				\$825	\$1,050

- * 17% service charge is added to all meeting space rentals.
- * Capacities will be reduced if a head table or equipment is used.
- * To keep rates low, a rental day is 7 a.m. until 6 p.m.
- * Program Managers can customize pricing for other access lines.
- * 4-hour rentals available at 60% of published rate.
- * Charges may apply for room usage.

THE UNIVERSITY OF TENNESSEE
CONFERENCE CENTER

NON-COMPETITIVE CONTRACT REQUEST

This request is NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

AGENCY REQUEST TRACKING # 33145-00511	
1 PROCURING AGENCY	Department of Education
2 SERVICE	Coordination and execution of leadership activities for Career and Technical education.
3 APPROVAL CRITERIA (select one)	<input checked="" type="checkbox"/> non-competitive negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service
4 PROPOSED CONTRACTOR	Middle Tennessee State University (MTSU)
5 CONTRACT BEGIN DATE (attach explanation if < 60 days after F&A receipt)	July 1, 2010
6 CONTRACT END DATE (with ALL options to extend exercised)	June 30, 2015
7 MAXIMUM CONTRACT COST (with ALL options to extend exercised)	\$2,727,225.00
8 SERVICE DESCRIPTION	<p>Planning, coordination, and execution of leadership activities for the Division of Career and Technical Education (CTE) that includes:</p> <ul style="list-style-type: none"> • Maintenance of CTE website (already built and functional) that resides on MTSU server (online registration services and information for all events are posted on the website) • Summer professional development conference for approximately 2,500 attendees • Three (3) regional technical skills examination roll-out meetings across the State • Two (2) occupational licensure training conferences for first year health science and trade and industrial teachers • Fall professional development workshop for CTE Directors for approximately 200 attendees • Twenty-five (25) taskforce study group meetings throughout each year • Three (3) council meetings each year • Three (3) to six (6) Federal legislation update meetings throughout each year • One (1) statewide and three (3) regional training meetings across the state in the use of CTE program area assessment rubrics
9 EXPLANATION OF NEED FOR OR REQUIREMENT PLACED ON THE STATE TO ACQUIRE THE SERVICE	<p>Section 124, Carl D. Perkins career and technical education act of 2006 requires the state to provide professional development to the CTE community to ensure that all Perkins-funded CTE programs meet quality indicators.</p>

AGENCY REQUEST TRACKING # 33145-00511

10 **HAS THE PROCURING AGENCY EVER BOUGHT THE SERVICE BEFORE?** **YES** or **NO**
IF SO, WHAT PROCUREMENT METHOD WAS USED?

Non-competitive negotiation

11 **NAME & ADDRESS OF THE CONTRACTOR'S PRINCIPAL OWNER(S)** (NOT required for a TN state education institution)
 N/A

12 **EVIDENCE OF THE CONTRACTOR'S EXPERIENCE & LENGTH OF EXPERIENCE PROVIDING THE SERVICE**
 MTSU began providing services for CTE conferences/workshops in 1995 and has continued each year to current date. The services have expanded to include more topics and sessions, as technology and the process for teaching children has changed.

13 **OFFICE FOR INFORMATION RESOURCES SUPPORT** (required for information technology service)

ATTACHED or **NOT APPLICABLE** (N/A only to non-information technology service & THDA)

14 **eHEALTH INITIATIVE SUPPORT** (required for health-related professional, pharmaceutical, laboratory, or imaging service)

ATTACHED or **NOT APPLICABLE**

15 **HUMAN RESOURCES SUPPORT** (required for state employee training service)

ATTACHED or **NOT APPLICABLE**

16 **DESCRIPTION OF EFFORTS TO IDENTIFY REASONABLE, COMPETITIVE, PROCUREMENT ALTERNATIVES**

Tennessee Technological University (TTU), Tennessee State University (TSU), and Opryland Hotel were supplied the scope of services for review and response of interest in the contract. TTU responded with a bid but later chose to decline due to inability to provide lodging per contract specification (see attached email). TSU responded saying they did not desire to bid nor did they have the capacity to meet contract specifications (see attached email). Opryland did not respond.

To develop comparable price estimates, state staff used rates given on the UT Conferences brochure <http://www.outreach.utk.edu/conferences/default.html> to price out each scope item.

17 **JUSTIFICATION FOR NON-COMPETITIVE NEGOTIATION RATHER THAN A COMPETITIVE PROCESS**

- Continuity of service with vendor that has provided reliable and successful conference event planning performance: planning now for summer conference 2010; no delays due to interruptions.
- CTE's long standing relationship with designated MTSU staff facilitates getting more done with less effort from CTE director and staff.
- Sufficient number of classrooms and auditoriums to accommodate anticipated number of attendees including allowance for attendance growth.
- MTSU campus is centrally located for targeted attendees traveling by car or arriving at Nashville Airport.
- Location of MTSU campus has attractions that would encourage attendance to summer conference such as near-by shopping, restaurants, lodging, and historical happenings.
- Long standing relationships developed by MTSU with providers makes the likelihood of scheduling targeted providers more probable.

AGENCY REQUEST TRACKING # 33145-00511

AGENCY HEAD SIGNATURE & DATE

(MUST be signed & dated by the ACTUAL procuring agency head as detailed on the current Signature Certification on file with OCR— signature by an authorized signatory acceptable only if exigent circumstances documented)

Timothy K Webb 2/24/10

C O N T R A C T S U M M A R Y S H E E T

RFS Number		33145-00511						
Edison ID		0000000000000000000018328						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2011	3314500000	ED00000594	433200	72599000	25000	ED0000RA10ABT10	84.048	\$517,500.00
2011	3314500000	ED00000204	450000	72599000	25000	N/A	N/A	\$27,945.00
2012	3314500000	ED00000594	433200	72599000	25000	ED0000RA11ABT11	84.048	\$517,500.00
2012	3314500000	ED00000204	450000	72599000	25000	N/A	N/A	\$27,945.00
2013	3314500000	ED00000594	433200	72599000	25000	ED0000RA12ABT12	84.048	\$517,500.00
2013	3314500000	ED00000204	450000	72599000	25000	N/A	N/A	\$27,945.00
2014	3314500000	ED00000594	433200	72599000	25000	ED0000RA13ABT13	84.048	\$517,500.00
2014	3314500000	ED00000204	450000	72599000	25000	N/A	N/A	\$27,945.00
2015	3314500000	ED00000594	433200	72599000	25000	ED0000RA14ABT14	84.048	\$517,500.00
2015	3314500000	ED00000204	450000	72599000	25000	N/A	N/A	\$27,945.00
TOTAL								\$2,727,225.00

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
MIDDLE TENNESSEE STATE UNIVERSITY**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Middle Tennessee State University, hereinafter referred to as the "Contractor," is for the provision of coordination and execution of leadership activities for Career and Technical Education (CTE), as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: C626005794-00

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service 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. The services listed in sections A.5 through A.12 are to be completed each fiscal year.
- A.3. The Contractor shall provide a CTE website and updates to the CTE website, as requested by the State. The website shall reside on the Contractor's server. All CTE information residing on the server is the property of the State.
- A.4. The Contractor shall provide daily support and maintenance of the website.
- A.5. CTE State Conference

The Contractor shall provide planning, coordination and management of the CTE State Conference in July. This is a five (5) day professional training event, with approximately 2,500 attendees, that includes a two (2) day conference. Attendees are CTE teachers and administrators employed in the Tennessee School system. Conference provisions shall include:

- a. Full-time conference director, full-time clerical, and conference assistants as authorized by the State. The State will identify how many staff needs to be available full time during the conference.
- b. Post information to the CTE by web site concerning the conference sessions, training workshops, and speaker information, as requested by the State by May 1.
- c. Setup of staff conference headquarters including set up of phone lines, walkie-talkies, internet access, moving tables and chairs, signage, and other necessary materials for onsite registering and assisting conference participants.
- d. Web-based registration for the conference and conference sessions with instructions for online registering and a contact person for assistance.
- e. Onsite registration and assistance with registration.
- f. Creation of an evaluation form on conference sessions and training workshops. The form shall be submitted to the Director of Professional Development for approval. Once approved it shall be made available on the website for attendees to complete and submit.
- g. Provide an evaluation results report and make that report available on the website within thirty days of the final day of the conference.
- h. Lodging
 - (1) Identify conference area hotels within a 10 mile radius of the Contractor's campus that will provide room rates compliant with the current State travel regulations and provide a list to conference attendees by May 1. All hotels shall

- offer handicap accessibility and be located in a safe area with a well lit parking lot.
- (2) Dorm rooms for Career Technical Student Organization (CTSO) State officers and chaperones.
- i. Food/Meals
 - (1) Meal tickets for CTSO State officers and chaperones.
 - (2) Provide meal services, which include, but are not limited to, scheduling, set-up, and catering services of applicable events and,
 - i. One afternoon (1) meal for approximately 1800
 - ii. Seven (7) evening meals, one (1) meal for each program area
 - iii. snacks and beverages for each of the seven (7) program area refreshment stations
- j. Materials which include, but are not limited to folders, nametags, programs, flip charts, handouts, pens, markers, notebooks, signage, tape, boxes, and mailing services as specified and approved by the State.
- k. Collaboration with the State Director of Professional Development to create an event schedule for the five (5) day conference and questions or concerns regarding the conference.
- l. Production, printing and delivery of customized conference folders.
- m. Provide conference information packets – one for each attendee (approximately 2,500 attendees). The packets shall include but not be limited to:
 - (1) Conference Booklet
 - 1. Letters of welcome
 - 2. Conference activities
 - 3. Parking and shuttle service information
 - 4. Meal service information
 - 5. Emergency numbers
 - 6. Conference evaluation form
 - (2) Pens
 - (3) Notebooks
 - (4) Other items, as specified by the State
- n. Subcontract with State approved speakers and,
 - (1) reimburse each speaker for travel expenses to the CTE conference
 - (2) provide each speaker with the state travel claim form
 - (3) handle coordination of all arrangements associated with the contract
- o. Minimum of fifty rooms for sessions on the Contractor's campus.
- p. Set-up tables and chairs for sessions, as requested by the State.
- q. Subcontract with Rutherford County Schools and other needed meeting facilities for use of required meeting spaces, as well as on-site contact and custodial services for the Trade and Industry Education sessions.
- r. Arrange and facilitate delivery of speaking materials and other conference supplies to on campus and off campus conference sessions.
 - (1) Provide point of contact to conference speakers for arranging delivery of materials.
 - (2) Ensure timely delivery of materials and supplies per conference agenda schedule.
- s. Transportation, as requested or required.

- (1) For Assistant Commissioner and conference speakers.
 - (2) Bus transportation from the Contractor's campus to all off-campus venues.
 - (3) Scheduling of shuttle buses from parking lots to conference sites.
 - (4) Parking passes as needed.
- t. Set-up and arrangement of audio-visual (AV) services for 250 sessions, as listed on conference planning website. The audio-visual services will include providing microphones, screens, LCD projectors, and electrical equipment for sessions.
 - u. AV technician services for operation of equipment during sessions.
 - v. Photographer and photo prints for Tennessee Association of Career and Technical Educators (TACTE) awards session. Post photos online and mail to recipients.
 - w. Filming of individual sessions to make CD's available for professional development activities, as requested by the State.
 - x. Create and make available on the CTE website a report for each conference session within 30 days after the conference. The report shall include the name of the CTE program session, attendee's name, school, and county.
 - y. Create and provide certificates for attendees that complete certification training sessions. Make certificates available on the CTE website, in PDF format, for attendees to print.
 - z. Negotiate with Tennessee Association for Career and Technical Education to provide space for exhibits.

A.6. Technical Skills Examination Roll-outs

The Contractor shall plan, coordinate, and provide support for three (3) regional technical skills examination roll out meetings. The meetings will be held in East, Middle, and West, TN and will be scheduled at the State's request.

The purpose of the regional meetings is to train all CTE directors and all teachers in the Marketing and Health Science Program areas on the methods of administration and use of Technical Skills Assessment Examinations. The CTE technical skills assessment team will present the training. CTE program consultants and field service consultants will assist. Services provided by the Contractor shall include:

- a. Maintain the CTE website with up to date information regarding the meetings and related information, as requested by the State.
- b. Provide web-based registration for the conference and conference sessions with instructions for online registering and a contact person for assistance.
- c. Provide onsite registration and assisting attendees with registration.
- d. Create an evaluation form for the meetings. Submit forms to Director of Professional Development for approval. Make available on the website for attendees to complete and submit.
- e. Provide an evaluation results report and make that report available on the website within thirty days of the final day of the meeting.
- f. Identify conference area hotels within a 10 mile radius of the meeting location that will provide room rates compliant with the current State travel regulations and provide a list to meeting attendees by a date determined by the State. All hotels shall offer handicap accessibility and be located in a safe area with a well lit parking lot.
- g. Provide meal services, which include, but are not limited to, scheduling, set-up, and catering services of applicable events.
- h. Provide conference materials, which include, but are not limited to nametags, agendas, notebooks, CDs, and flipcharts, as specified by the State.

- i. Provide one room to accommodate 225 attendees.
- j. Provide set-up and arrangement of AV services for three regional meetings. The AV services will include providing microphones, screens, LCD projectors, and electrical equipment for sessions.
- k. AV technician services for operation of equipment during sessions.
- l. Filming of the workshop sessions for CTE Directors and CTE teachers and provide the State with a master DVD.
- m. The Contractor shall provide the following to teachers and directors attending the meetings.
 - (1) Provision of travel claim forms,
 - (2) Travel reimbursement and,
 - (3) Stipend to teachers who attend meetings on their own time.
- n. The Contractor shall provide reimbursement for substitute pay to school systems for teachers who attend training and/or payment of stipend to teachers who attend meetings on their own time.

A.7. New Teacher Occupational Training

The Contractor shall plan, coordinate, and execute one (1) five (5) day conference in July, for approximately 150 attendees and one (1) three (3) day conference in January, for approximately 100 attendees.

The purpose of the conference is to provide required occupational training for new first year Trade and Industry (T&I) and Health Science teachers in Tennessee. Services provided by the Contractor for each conference shall include:

- a. Provide a full-time conference director and full-time clerical and other assistance as authorized by the State. The State will identify how many staff needs to be available full time during the conference.
- b. Collaborate with the State Director of Professional Development to create an event schedule giving consideration to the audience needs, timing, and logistical constraints.
- c. Maintain the CTE website with up to date information regarding each conference and related information, as requested by the State.
- d. Provide web-based registration with an attendance tracking mechanism. Provide instructions for online registering and a contact person for assistance.
- e. Provide onsite registration and assistance with registration
- f. Create an evaluation form. Submit forms to Director of Professional Development for approval. Make available on the website for attendees to complete and submit.
- g. Provide an evaluation results report and make that report available on the website within thirty days of the final day of the conference.
- h. Identify conference area hotels within a 10 mile radius of the Contractor's campus that will provide room rates compliant with the current State travel regulations and provide a list to conference attendees by May 1, for the July conference and November 1, for the January conference. All hotels shall offer handicap accessibility and be located in a safe area with a well lit parking lot.
- i. Provide meal services, which include, but are not limited to, scheduling, set-up, and catering services of applicable events.
- j. Provision of conference training materials which include, but are not limited to nametags, agendas, notebooks, CDs, and flipcharts, as specified by the State;

- k. Provide rooms for conference sessions:
 - (1) One room that will accommodate 200.
 - (2) Three rooms that will seat 30.
 - (3) Provide tables, chairs, and setup for each room, according to State request.
- l. Create and provide certificates for attendees that complete certification training sessions. Make certificates available on the CTE website within thirty days of conference, in PDF format, for attendees to print.
- m. Set-up and arrangement of AV services for four (4) sessions. The AV services will include providing microphones, screens, LCD projectors, and electrical equipment for each session.
- n. AV technician services for operation of equipment during sessions.

A.8. CTE Directors' Professional Development Workshop

The Contractor shall plan, coordinate, and execute one professional development workshop in the fall for approximately 200 CTE administrators in Tennessee school systems. The purpose of the conference is to provide the administrators with current information regarding issues/changes in career and technical education. Services provided by the Contractor shall include:

- a. Provide a full-time conference director and full-time clerical and other assistance as authorized by the State. The State will identify how many staff needs to be available full time during the conference.
- b. Maintain the CTE website with up to date information regarding the workshop and related information, as requested by the State.
- b. Subcontract for one meeting space to accommodate 200 attendees. The meeting space shall be located in Nashville, TN.
- c. Send announcement with link to web registration site to CTE directors at ctedir@lists.k12tn.net. The State will provide the Contractor with information needed for the announcement and a list of potential attendees and presenters.
- d. Provide web-based registration with instructions for online registering and a contact person for assistance.
- e. Provide onsite registration and assistance with registration.
- f. Provision of conference materials which include, but are not limited to nametags, agendas, notebooks, CDs, and flipcharts, as specified by the State
- g. Identify conference area hotels within a 10 mile radius of the Contractor's campus that will provide room rates compliant with the current State travel regulations and provide a list to conference attendees by September 1. All hotels shall offer handicap accessibility and be located in a safe area with a well lit parking lot.
- h. Provide meal services, which include, but are not limited to, scheduling, set-up, and catering services of applicable events.
- i. Set-up and arrangement of AV services for four (4) sessions. The AV services will include providing microphones, screens, LCD projectors, and electrical equipment for each session.
- j. AV technician services for operation of equipment during sessions.

A.9. Taskforce Study Group Meetings

The Contractor shall plan, coordinate, and execute twenty-five taskforce study group meetings for approximately 200 participants. The meetings will be conducted at various times during the fiscal year. Taskforce meetings will be held at the Andrew Johnson Tower, Contractor's campus, or Hardison Hall on the TPS campus.

The purpose of the taskforce study groups is to discuss various issues relating to skill attainment rubric, federal regulations, federal monitoring, CTE data, and CTE Professional Development, curriculum content and revision. Participants of the group are: The "2020" CTE Executive Planning Committee, CTE Directors' Executive Committee, State Board of Education Legislators, the State, and the Division of CTE. Services provided by the Contractor shall include:

- a. Maintain the CTE website with up to date information regarding the meetings and related information, as requested by the State.
- b. Provision of staff nametags.
- c. Provide meal services, which include, but are not limited to, scheduling, set-up, and catering services of applicable events.

A.10. Tennessee Council for Career and Technical Education (TCCTE) Meetings

The Contractor shall plan, coordinate, and execute three (3) CTE Council meetings that will include a maximum of three days; and one (1), one (1) day public forum. The TCCTE procedure is to hold at least one meeting per grand division within the state each year. The TCCTE determines where each meeting will be held and will notify the Contractor at least six (6) weeks prior to the determined meeting date. The Contractor will collaborate with the TCCTE executive director to finalize the meeting arrangements as soon as the date and location have been determined. Services provided by the Contractor shall include but not be limited to:

- a. Collaboration with the State executive director of the TCCTE to create an event schedule for each meeting and to address questions or concerns regarding the meetings.
- b. Provide lodging rooms for a minimum of twenty TCCTE members and guests including one conference room for each meeting. The information shall be communicated to the executive director of TCCTE. All hotels shall offer handicap accessibility and be located in a safe area with a well lit parking lot.
- c. Provide a conference room that will accommodate a minimum of 100 attendees for the public forum. The information shall be posted to the TCCTE website at least four (4) weeks prior to the meeting.
- d. Provide meal services, which include, but are not limited to, scheduling, set-up, and catering services of applicable events, as requested.
- e. Provide set-up and arrangement of AV services for each session. The AV services will include providing microphones, screens, LCD projectors, and electrical equipment.
- f. Provide AV technician services for operation of equipment during sessions.
- g. Provide printed reports and CD's, as requested by the executive director of TCCTE.

A.11. Federal Updates: Carl Perkins Career and Technical Education Act

The Contractor shall subcontract annually with Attorney Michael Brustein, a specialist in Perkins IV Legislation. The subcontract shall include provision for the CTE staff to have unlimited consultation services with Mr. Brustein and his staff regarding Perkins IV Legislation. He shall provide a minimum of three (3) sessions at CTE conferences and workshops, as requested by the State. The sessions are to provide State staff and local administrators with current Perkins IV federal legislation requirements. The Contractor shall provide:

- a. Reimbursement for travel expense to each conference attended.
- b. Provide the speaker with the state travel claim form.
- c. Handle coordination of all arrangements associated with the contract.
- d. Provision of speaker meeting materials which include, but are not limited to DVDs as specified and approved by the State.

A.12. Rubric Training Meetings

The Contractor shall plan, coordinate, and execute three (3) regional meetings and one statewide meeting with the Division of CTE to support train-the-trainer professional development. The training locations include Jackson, Nashville, and Memphis, Tennessee. Approximately 100 participants are expected at each training event.

The regional professional development will train CTE teachers from Local Education Agencies (LEAs) to conduct training in the application of a Competency Attainment Rubric to measure and report CTE student performance on course competencies in each CTE program area.

The statewide meeting will train approximately 25 post secondary teacher educators on the Rubric process. This meeting will occur in early January in Nashville, Tennessee. The meeting will be conducted in one room.

CTE program consultants, CTE field service center representatives, the CTE Division management, outside education consultants, and the CTE rubric team will conduct the training. The Rubric Meeting arrangements will include:

- a. Provide a full-time conference director and full-time clerical and other assistance as authorized by the State. This will be required for each regional and statewide meeting. Conference director and/or clerical assistance will be required at each meeting.
- b. Maintain the CTE website with up to date information regarding the workshop and related information, as requested by the State
- c. Subcontract for meeting space for approximately 100 attendees at each regional meeting and approximately 30 teacher educators in the statewide meeting. Provide round tables/chairs seating approximately 6-8 per table.
- d. Provide web-based registration with instructions for online registering and a contact person for assistance.
- e. Provide onsite registration and assistance with registration
- f. Create an evaluation form for each conference. Submit forms to Director of Professional Development for approval. Make available on the website for attendees to complete and submit
- g. Provide an evaluation results report and make that report available on the website within thirty days of the final day of the conference
- h. Subcontracting of state approved outside education consultants. Subcontractors include the following specialty areas:
 - (1) Webb's Depth of Knowledge.
 - (2) CTE Unit and Lesson Planning.
 - (3) Professional Learning Communities/Looking at Student Work tuning protocol.

Subcontractors are expected to provide expert consulting to state staff and/or CTE teams in their respective specialty area.
- i. Provision of conference materials which include, but are not limited to nametags, agendas, notebooks, and flipcharts, as specified by the State.
- j. Identify conference area hotels within a 10 mile radius of the Contractor's campus that will provide room rates compliant with the current State travel regulations and provide a list to meeting attendees.
- k. Provide meal services, which include, but are not limited to, scheduling, set-up, and catering services of applicable events.

- l. Set-up and arrangement of AV services for three regional LEA sessions and one Teacher Educator session as outlined above. The AV services will include providing microphones, screens, LCD projectors, and electrical equipment for each session.
- m. AV technician services for operation of equipment during sessions.
- n. The Contractor shall provide reimbursement for substitute pay to school systems for teachers who attend training and/or payment of stipend to teachers who attend meetings on their own time.
- o. The Contractor shall provide the following to teachers and directors attending the meetings.
 - (1) Provision of travel claim forms.
 - (2) Travel reimbursement.
 - (3) Stipend to teachers who attend meetings on their own time.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on July 1, 2010 and ending on June 30, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million Seven Hundred Twenty Seven Thousand Two Hundred Twenty-Five Dollars and No Cents (\$2,727,225.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
CTE State Conference	\$250,000.00/ upon completion each year

Technical Skills Examination Roll-out	\$46,000.00/ upon completion each year
New Teacher Occupational Training/ Summer	\$14,000.00/ upon completion each year
New Teacher Occupational Training/ Winter	\$6,500.00/ upon completion each year
CTE Directors' Professional Development Workshop	\$20,000.00/ upon completion each year
Taskforce Study Group Meetings	\$20,000.00/ upon completion each year
CTE Council Meetings Fall	\$12,420.00/ upon completion each year
CTE Council Meetings Winter	\$6,925.00/ upon completion each year
CTE Council Meetings Spring	\$8,600.00/ upon completion each year
Federal Updates	\$31,000.00/ upon completion each year
Rubric Training Meetings	\$130,000.00/ upon completion each year

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Dianne Cashion
 Department of Education
 4th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Education – Division of Career & Technical Education;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;

- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
 - c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
 - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid. If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess

of fair compensation for completed services. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.8. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.16. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dianne Cashion, Director of Professional Development and Field Services
 Department of Education
 4th Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243-0383
 Dianne.Cashion@tn.gov
 Telephone # 615-532-4879
 FAX # 615-532-8226

The Contractor:

Chris McKissack, Director of Career & Technical Education
 Middle Tennessee State University
 P.O. Box 46
 Murfreesboro, TN 37132
cmckissa@mtsu.edu
 Telephone # 615-898-2031
 FAX # NUMBER: 615-898-7925

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.4. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who

received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

- E.5. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.6. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.
- E.7. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.11. Contract Cover Compliance. Expenditures, reimbursements, and payments under this Contract shall be strictly limited to the maximum fiscal year amounts that are listed on the Contract Cover.

IN WITNESS WHEREOF,

MIDDLE TENNESSEE STATE UNIVERSITY:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

TIMOTHY K. WEBB, COMMISSIONER

DATE



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-Mail : Jane.Chittenden@tn.gov

FROM : Kristen McKeever, Director of Contracts
Department of Education
E-Mail : Kristen.McKeever@tn.gov

DATE : January 20, 2010

RE : Request for OIR Pre-Approval Endorsement

APPLICABLE RFS # : 33146-00511

OIR ENDORSEMENT SIGNATURE & DATE :

Mark Benzgel (gc)
Chief Information Officer

2/2/10

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

1 SUBJECT PROCUREMENT DOCUMENT TYPE (mark one) :

- RFP
- Competitive Negotiation Request Alternative Procurement Method Request
- Non-Competitive Contract Request Non-Competitive Amendment Request
- Contract Contract Amendment Grant Grant Amendment

2 INFORMATION SYSTEMS PLAN (ISP) PROJECT APPLICABILITY :

- Not Applicable to this Request Applicable -- ISP PROJECT #

RESPONSE CONFIRMED BY *Lisa A. Howard* *1/25/2010*

3 CONTRACTING AGENCY CONTACT :

Micheline McKinney, School to Career Consultant
615-532-1618
Micheline.McKinney@tn.gov

APPLICABLE RFS # 33145-00511

4 SUBJECT INFORMATION TECHNOLOGY SERVICE DESCRIPTION :

The Contractor shall host a website to track conference data.

5 REQUIRED ATTACHMENT(S) AS APPLICABLE (copies without signatures acceptable) :

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request**
- proposed contract/grant or amendment**
- original contract/grant & any prior amendments**



HR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Mark Donner, Director of Administrative Services
Department of Human Resources
E-Mail : Mark.Donner@tn.gov

FROM : Kristen McKeever, Director of Contracts
Department of Education
E-Mail : Kristen.McKeever@tn.gov

DATE : January 20, 2010

RE : Request for Human Resources Pre-Approval Endorsement

APPLICABLE RFS # 33145-00511

HUMAN RESOURCES ENDORSEMENT SIGNATURE & DATE :


Department of Human Resources

1/20/10

Department of Human Resources (HR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements involving services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*) or training state employees. This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

Please indicate HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

SERVICE DESCRIPTION :

Career and Technical Education Directors will be trained in the methods of administration for the marketing and health science technical skills assessment.

CONTRACTING AGENCY CONTACT :

Micheline McKinney, School to Career Consultant
615-532-1618
Micheline.McKinney@tn.gov

REQUIRED ATTACHMENT AS APPLICABLE (copies without signatures acceptable) :

- RFP
- Competitive Negotiation Request
- Alternative Procurement Method Request
- Non-Competitive Contract/Amendment Request

From: Dianne Cashion
To: Willis, Sharon
Date: 2/24/2010 1:37 PM
Subject: TTU Bid Decline

Dianne S. Cashion
Director of Professional Development
Tennessee Dept. of Education
Division of Career & Technical Education
4th Floor, Andrew Johnson Tower
Nashville, TN 37243
615/532-4879

>>> Mary Bennett <MBennett@tntech.edu> 2/10/2010 1:19 PM >>>

Ms. Cashion

After carefully reviewing and obtaining further information regarding the lodging requirements for all conferences and meetings in the final Scope of Services as detailed February 3, 2010, we decline to submit a bid based on the number of area hotel rooms available for the July 20 – 21st conference which requires hotel accommodations within 10 miles of campus for approximately 2500 attendees. Thank you for the opportunity to be a part of this request for proposals process.

Sincerely,
Mary Bennett on Behalf of Dr. Susan Elkins

Ms. Mary F. Bennett
Technical Clerk
Tennessee Technological University
Extended Programs and Regional Development, Box 5073, Cookeville, TN 38505
phone: 931-372-3754 fax: 931-372-3499
mbennett@tntech.edu

The information in this email, and any attachments, may contain confidential information and is intended solely for the attention and use of the named addressee(s). It must not be disclosed to any person(s) without authorization. If you are not the intended recipient or a person responsible for delivering it to the recipient, you must not disclose, copy, distribute, or retain this information or any part of it. Thank you.

From: Dianne Cashion
To: McKeever, Kristen
Date: 12/10/2009 8:06 AM
Subject: Fwd: CTE Contracts

Kristen

Below is the e-mail from John (Chip) Harris from TSU.

Dianne S. Cashion
Director of Professional Development
Tennessee Dept. of Education
Division of Career & Technical Education
4th Floor, Andrew Johnson Tower
Nashville, TN 37243
615/532-4879

>>> "Harris, John" <charris@Tnstate.edu> 10/19/2009 12:50 PM >>>

Hi Dianne-
Thanks for the opportunity to bid on the upcoming CTE contracts. At this time, our Center is not in a position to bid on any of these services. As we discussed, if the future offers an opportunity, we would be interested in working on the summer and winter New Teacher Workshops for occupational licensure. Thanks again. Chip

Chip Harris, Ed. D., Director
Center for Career and Technical Education
Tennessee State University, Box 124
330 10th Avenue North
Nashville, TN 37203
615-963-7344 phone
615-963-7352 fax