

**CONTRACT #17**  
**RFS # 331.32-02713**  
**FA # 13-1856**  
**Edison # 35550**

**Education**  
**Early Childhood/Governor's**  
**Children's Cabinet**

**VENDOR:**  
**Iostudio,LLC**



**BILL HASLAM**  
GOVERNOR

STATE OF TENNESSEE  
**DEPARTMENT OF EDUCATION**  
6<sup>th</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0375

**KEVIN HUFFMAN**  
COMMISSIONER

**SUBMITTED VIA ELECTRONIC MAIL**

TO: Lucien Guise, Fiscal Review Committee

FROM: Kevin Huffman, Commissioner <sup>KH</sup>

DATE: February 13, 2013

RE: Request to appear before fiscal review committee regarding non-competitive contract request RFS # 33132-02713

On behalf of the Children's Cabinet, the Department of Education requests to appear before the fiscal review committee regarding a non-competitive contract request that is necessary to implement activities under an Early Childhood Advisory Council (ECAC) Recovery Act grant. The ECAC grant proposal was originally developed by the Governor's Office of Children's Care Coordination. The grant term began on September 1, 2010. With the change of administration and closure of the Governor's Office of Children's Care Coordination (GOCCC), the status of the grant remained uncertain for some time. Created by Executive Order in January 2012, the Children's Cabinet chose to update the proposed activities in the grant to align with the mission of the Children's Cabinet. Because work to be completed under the grant supports all Departments of the Children's Cabinet, it does not fit solely under the jurisdiction of any single department. The grant was placed administratively under the Department of Education (TDOE), but activities are divided across multiple departments. The Department of Education had been significantly involved in developing the original grant proposal under the GOCCC and was significantly involved in developing the revised proposal under the Children's Cabinet. Federal approval of the revised work program came to TDOE in May 2012.

The proposed non-competitive contract would implement parent communication recommendations developed between September-December 2012, approved by the Children's Cabinet on January 23, 2013 and reviewed by the Early Childhood Advisory Council on Jan 25, 2013. The proposed contract has been in rapid development since those approvals. Because the grant expires August 31, 2013, grant implementation has been on a fast track from the beginning. A delay in the procurement process will likely result in either loss of funds or inability to effectively provide identified deliverables.

The following are the three major activities of the contract:

- (1) Program Planning, Management & Marketing. Provide management to plan and coordinate a multi-department aligned parent communication initiative, including launch of a branded website, a comprehensive family resource directory, a system for coordinated branded materials to be implemented through departments in the Children's Cabinet, a mobile device application that will push child and parenting information to subscribers, and a promotional program to increase visits to the site.
- (2) Branded Portfolio Creation. Develop a brand identity for children's and parenting information from departments in the Children's Cabinet that will include logos, templates, collateral layouts

and brand guides to empower state departments to use the branded materials to carry their content for parents.

- (3) Website Design, Content Development and Programming. Design, develop, launch, host and maintain a unified website that will be the primary online destination for all Children's Cabinet departments' content related to parenting and children. Create a content management system that will allow for the frequent updating of content, imagery and video. Accessories to this website will include a comprehensive resource directory, a mobile device application, an iPad kiosk program, utilization measurements, and state employee guidebooks to support these resources.

Thank you for your consideration.

KH: km

cc: Kristen McKeever, Director of Contracts  
Jude White, Executive Director of the Governor's Children's Cabinet

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Connie Casha Jude White	*Contact Phone:	(615) 741-9051 (615) 741-2230
*Original Contract Number:	N/A	*Original RFS Number:	33132-02713
Edison Contract Number: <i>(if applicable)</i>	35550	Edison RFS Number: <i>(if applicable)</i>	33132-02713
*Original Contract Begin Date:	March 1, 2013	*Current End Date:	August 31, 2013
Current Request Amendment Number: <i>(if applicable)</i>	N/A		
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A		
*Department Submitting:	Education		
*Division:	Early Childhood/Governor's Children's Cabinet		
*Date Submitted:	February 12, 2013		
*Submitted Within Sixty (60) days:	No		
<i>If not, explain:</i>	The parent communication recommendations that will be implemented in this contract were developed between September-December 2012, approved by the Children's Cabinet on January 23, 2013 and reviewed by the Early Childhood Advisory Council on Jan 25, 2013. The proposed contract has been in rapid development since those approvals. Because the grant expires August 31, 2013, grant implementation has been on a fast track from the beginning. A delay in the procurement process will likely result in either loss of funds or inability to effectively provide identified deliverables.		
*Contract Vendor Name:	lostudio, LLC		
*Current Maximum Liability:	\$736,550.00		
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>			
FY2013	FY2014		
\$335,000.00	\$401,550.00		
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>			
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A		
*Contract Funding Source/Amount:	State:	\$0.00	Federal: \$736,550.00
Interdepartmental:		\$0.00	Other: \$0.00

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If "other" please define:	N/A
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>
N/A	N/A
Method of Original Award: <i>(if applicable)</i>	N/A
*What were the projected costs of the service for the entire term of the contract prior to contract award?	Unknown

## 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. **See Attachment A for this info.** 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: 2013	FY: 2014	FY:	FY:	FY:
Milestone 1. Delivery of management plan for this project that includes a timeline, milestones, progress report schedule and project management liaison as defined in A.3.	\$30,000.00	\$0.00			
Milestone 2. Delivery of brand identity guidebook and a portfolio of logos and templates for multiple types of collateral as described in A.4.	\$110,000.00	\$0.00			
Milestone 3. Go live of initial beta-testing website that will include site functionality, a system for a comprehensive resource directory, platform for entering program information, and host location as described in A. 5 & A.6.	\$130,000.00	\$0.00			
Milestone 4. Go live of unified website for providing children's and parenting information from	\$0.00	\$207,250.00			

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departments comprising the Children's Cabinet, host location, and library of website content as described in A.6.					
Milestone 5. Delivery of downloadable mobile application that will push out state-approved content, resources, and information as described in A.7.	\$0.00	\$92,300.00			
Milestone 6. Delivery of computer program for information that will be delivered through iPad kiosk stations, and installation of that program on iPads provided by the State as described in A.8.	\$0.00	\$32,000.00			
Milestone 7. Delivery of user-friendly utilization reports of website, mobile device application, iPad stations, and resource directory, as described in A.9 and training sessions as described in A.12.	\$0.00	\$20,000.00			
Milestone 8. Delivery of strategic 2013 public relations plan for promoting new parent tools and resources, email campaign, and populated Facebook	\$50,000.00	\$0.00			

Supplemental Documentation Required for  
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account as described in A.10.					
Milestone 9. Delivery of Customer care "how-to" guide as described in A.11.	\$15,000.00	\$0.00			
Branded Promotional Items	\$0.00	\$50,000.00			
<b>TOTAL:</b>	<b>\$335,000.00</b>	<b>\$401,550.00</b>			
<b>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.</b>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
<b>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.</b>					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

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**ATTACHMENT A**

<b>CONTRACT AND PROGRAM PLANNING, MANAGEMENT &amp; MARKETING</b>				
Positions	Hourly Rate	Total Hours	Total	Description
Executive Director	205	80	16,400	Oversee all project efforts, develop the master strategic plans to establish a new paradigm for state public information officers from different agencies to deliver effective coordinated messages
Account Director	125	120	15,000	
Account Supervisor	100	362	36,200	
Account Planner	90	140	12,600	
Account Coordinator	60	261	15,660	
Training Account Executive	90	176	15,840	Create and publish training materials, and present training sessions to State-users and stakeholders.
Public Relations Account Executive	90	120	10,800	Create publicity plans for state-level execution to increase awareness of website.
Social Media & Email Specialist	90	120	10,800	Create, distribute & post digital marketing to increase visitors to website.
Subtotal		1379	133,300	
<b>BRAND PORTFOLIO AND TEMPLATES</b>				
Positions	Hourly Rate	Total Hours	Total	Description
Creative Director	125	80	10,000	Concept, design and produce all logos, layouts and templates for the online and offline communication divisions supporting Smart Start TN. Produce digital files in a variety of digital formats for use by multiple child-serving state agencies.
Art Director	100	120	12,000	
Designer	90	160	14,400	
Copywriter	85	160	13,600	
Production Artist	85	100	8,500	
Project Manager	75	80	6,000	
Branded Promotional Items*			50,000	
Subtotal		700	114,500	
<b>WEBSITE DESIGN, CONTENT DEVELOPMENT &amp; PROGRAMMING</b>				
Positions	Hourly Rate	Total Hours	Total	Description
Creative Director	125	70	8,750	This group implements the strategic plans and creative designs into digital designs for the website template. Specific activities include designing layouts and user navigation, streamlining content so it has the same tone and voice and working with programmers to assure effective design implementation.
Digital Producer	105	200	21,000	
Digital Designer	100	200	20,000	
Senior Designer	95	120	11,400	
Copywriter	85	200	17,000	
Information Architect	100	80	8,000	Organize content so consumers can find, consume & share it seamlessly.
Social Media Specialist	90	40	3,600	
Programming III	100	420	42,000	Programmers write the code that

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Programming I	90	420	37,800	allows the websites to function on the internet.
Programming III (kiosk)	90	380	34,200	
IT Director	125	80	10,000	This team ensures that websites are hosted securely and safely so that they perform at proper speeds and maintain secure exchanges.
Server Administrator	100	80	8,000	
Database Administrator	100	120	12,000	
Deputy Director/Proof	90	60	5,400	Quality assurance team monitors grammar, site functionality and streamlined messaging.
Quality Assurance	85	120	10,200	
Project Manager	75	80	6,000	
Analyst (Reporting)	100	120	12,000	Develop and implement metrics against strategic plans. Provide monthly reports.
Documentation Specialist	85	80	6,800	
Editorial Director	125	120	15,000	Develop creative educational content to supplement the State departmental content.
Editor	100	240	24,000	
Jr Editorial Writer	85	120	10,200	
Photographer	100	80	8,000	This group will create new photographs and short videos to populate the website and support State departmental content.
Videographer	100	120	12,000	
Film Editor	100	120	12,000	
Graphic Animation	100	40	4,000	
Producer	90	80	7,200	
Customer Care Director	125	120	15,000	Create the customer care guidebook.
LivePerson online chat			17,000	Up to 5 seats, unlimited chats, online support, dashboard reporting module
Website hosting-3 mo			3,900	Maintain a secure hosting environment
Subtotal		3910	402,450	
<b>MOBILE APPLICATION DEVELOPMENT</b>				
Positions	Hourly Rate	Total Hours	Total	Description
Account Supervisor	100	120	12,000	A downloadable mobile application will be developed to utilize the content distributed by the State Departments into the SmartStart TN website.
Digital Producer	105	100	10,500	
Digital Designer	100	80	8,000	
Copywriter	85	40	3,400	
Information Architect	100	80	8,000	
Programming III	100	200	20,000	
Server Administrator	100	80	8,000	
Database Administrator	100	80	8,000	
Qual Assurance Specialist	85	40	3,400	
Project Manager	75	40	3,000	
3 month hosting			2,000	Maintain a secure hosting environment
Subtotal		860	86,300	
TOTAL			736,550	

# Special Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.  
Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

<b>APPROVED</b>
<b>CHIEF PROCUREMENT OFFICER</b>

<b>Request Tracking #</b>	<b>33132-02713</b>
<b>1. Contracting Agency</b>	<b>Education (TDOE)</b>
<b>2. Type of Contract</b>	<input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> No Cost <input type="checkbox"/> Revenue
<b>3. Requestor Contact Information</b>	<a href="mailto:Connie.Casha@tn.gov">Connie.Casha@tn.gov</a>
<b>4. Date Requested</b>	<b>February 12, 2013</b>
<b>5. Brief Service Caption</b>	<b>Parent communication coordination initiative.</b>
<b>6. Proposed Contractor</b>	<b>iostudio, LLC</b>
<b>7. Proposed Contract Period</b> – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	<b>60 months</b>
<b>8. Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$736,550.00</b>
<b>9. Office for Information Resources Endorsement</b> – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
<b>10. eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>11. Human Resources Support</b> – state employee training	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
<b>12. Has the contracting agency procured the subject service before?</b>	
<input checked="" type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> , it was procured by <input type="checkbox"/> RFP <input type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Another Competitive Method	
<b>13. Will the State incur any substantial cost as a result of the subject agreement? (For No Cost or Revenue Contracts <u>only</u>)</b>	<input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> <input checked="" type="checkbox"/> <b>Not Applicable</b>
<b>14. Will the State also contract with other parties interested in entering substantially the same agreement?</b>	<input checked="" type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b>

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<p><b>15. Description of Product/Services Contractor Will Provide</b></p> <p>The Contractor will provide three major activities resulting in a variety of deliverables.</p> <ol style="list-style-type: none"> <li><b>1. <u>Program Planning, Management &amp; Marketing.</u></b> Provide management to plan and coordinate a multi-department aligned parent communication initiative, including launch of a branded website, a comprehensive family resource directory, a system for coordinated branded materials to be implemented through departments in the Children's Cabinet, a mobile device application that will push child and parenting information to subscribers, and a promotional program to increase visits to the site.</li> <li><b>2. <u>Branded Portfolio Creation.</u></b> Develop a brand identity for children's and parenting information from departments in the Children's Cabinet that will include logos, templates, collateral layouts and brand guides to empower state departments to use the branded materials to carry their content for parents.</li> <li><b>3. <u>Website Design, Content Development and Programming.</u></b> Design, develop, launch, host and maintain a unified website that will be the primary online destination for all Children's Cabinet departments' content related to parenting and children. Create a content management system that will allow for the frequent updating of content, imagery and video. Accessories to this website will include a comprehensive resource directory, a mobile device application, an iPad kiosk program, utilization measurements, and state employee guidebooks to support these resources.</li> </ol>	
<p><b>16. Is this product/service currently available on a statewide contract?</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If YES, please explain why the current statewide contract is not being used for this procurement.</p>	
<p><b>17. Summary of State Responsibilities Under Proposed Contract (For No Cost and Revenue Contracts <u>only</u>)</b></p>	
<p><b>18. Explanation of Need for or Requirement Placed on the State to Acquire the Service</b></p> <p>TDOE was awarded a federal grant to improve coordination and collaboration among early childhood education and care programs and services in the state, including a specific authorization and requirement for a report regarding the many existing state approaches to parent outreach/education. TDOE entered a subcontract with the Department of Human Services to oversee production of this report. The report included a variety of recommendations on how to improve state agency parent communications. This contract implements key recommendations in fulfillment of the federal grant activity plan. Failure to deliver will result in unearned federal funds.</p>	
<p><b>19. Proposed Contract Impact on Current State Operations</b></p> <p>Based on articulated need from customers and state agencies, the contract will provide a coordinated system for information for parents from state agencies that serve children and parents.</p>	
<p><b>20. Justification</b> – Specifically explain why the procurement method being requested is required.</p> <p>Non-competitive negotiation is in the best interest of the state for two reasons. First, because of the telescoped federal grant timeline, all deliverables under the federal grant, including this proposed contract, must be completed by August 2013. That time requirement simply does not permit a standard state competitive procurement process. Any activities not completed by the end date will result in loss of federal funds. Repeated inquiries for extension of the grant time period have been denied. Second, a proven vendor with the unique combination of expertise and experience in communications analysis, cross-departmental collaboration, and message design and delivery exists in iostudio.</p>	
<p><b>21. Contractor Selection Process and Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>Members of the Tennessee Early Childhood Advisory Council and other grant program stakeholders were consulted to define scope and get recommendations for possible vendors to undertake the original study of parent communications and recommendations that was implemented in contract 33646 through the Department of Human Services.</p> <p>That research and planning project, recommendations from which are now proposed for implementation, was an unusual blend of communications audit, government organization analysis, and messaging strategy. In thinking about vendor options for both planning and implementation, knowledge and experience is needed to go well beyond general marketing principles to encompass government</p>	

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<p>organization and systems, cross-departmental collaboration, and messaging analysis applied across multiple government departments with special attention to their intended audience, method of communication, content, timing, and desired outcome. Success will require a contractor with specific understanding of how to integrate message content and delivery across multiple independent departments under one state government.</p> <p>Several different types of vendors emerged from the stakeholder recommendations: academic partner; traditional marketing/communications agency and a creative “new media” firm that didn’t fit other categories.</p> <p>State staff explored each vendor type, weighing the strengths and weaknesses. Discussions with potential academic partners with experience with state government clients indicated that they could bring research expertise and understanding of the dynamics of multi-departmental initiatives and collaborations. However, the critical deliverables for the project are primarily related to creative communication, including “new media.” Upon closer examination, the academic approach was not sufficient.</p> <p>The U.S. Department of Human Services, funder of the grant, recommended a national marketing firm that had worked with other states on early childhood communication campaigns. Discussions with this agency made clear that they could produce creative marketing materials but were not strong in the strategic analysis of existing strategies, especially strategies in context of Tennessee state government.</p> <p>In thinking about possible vendors in the communications/marketing area, staff reviewed existing state contracts for services under potentially relevant NIGP codes 915-00 COMMUNICATIONS AND RELATED SERVICES and 918-00 CONSULTING SERVICES. Specifically, the goal was to see if the state had any current contracts that might have called for a similar unusual blend of communications audit, Tennessee government organization analysis, and messaging strategy in the \$700,000 project size range. Ten contracts with nine vendors were identified, but none appeared to be particularly comparable. Most appeared to be limited to executing specific campaigns (alcohol countermeasures, human rights education, marketing for 529 college savings plan) instead of analysis and strategy across multiple agencies. The most comprehensive appeared to be the Department of Tourist Development advertising contract for \$22.5 million over 5 years, not a comparable scope to this project.</p> <p>Looking further for a blend of analytical expertise, creative communications capacity and public focus, staff explored a recommendation of the iostudio communications firm. Staff was especially impressed with work prepared by iostudio in a similar project to analyze and then coordinate and integrate messages and strategies across departments of the Army National Guard. With extremely compressed timeframes, staff was pleased to find that iostudio had the staff capacity to deliver the ambitious research project outcomes within the 4-5 month timeframe.</p> <p>Upon successful completion of the original DHS contract by iostudio, the Children’s Cabinet and Early Childhood Advisory Council considered recommendations drawn from the variety of data collection, outreach and analytical activities. The groups chose to implement several of the key recommendations through this proposed contract. Because iostudio had proven that it had capacity to deliver high quality work in a short time frame and because any other vendor would require additional time to get up to speed on the complex elements of the project (time not available), this vendor is recommended. In completing the communications analysis work on this project, iostudio developed some preliminary designs and features for this project, which will give them a head start in implementation.</p>	
<p><b>22. Name &amp; Address of the Contractor’s Principal Owner(s)</b>  – NOT required for a TN state education institution</p> <p>Ed Brown  Mitch Powers  Chris West</p> <p>iostudio  565 Marriott Drive  Nashville, TN 37214</p>	
<p><b>23. Evidence of Contractor’s Experience &amp; Length Of Experience Providing the Service</b></p> <p>iostudio is a well-established 11 year old firm providing a broad continuum of communications analysis, message consulting, materials production, website and social media design, and branding</p>	

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<p>support. With offices in Nashville, TN and Washington, D.C., the company has won a variety of local, regional and national awards for its work, including multiple recognitions for a public sector communications research, strategy, content and marketing campaign related to National Guard recruiting.</p> <p>In addition, the contractor has unique experience gained through outstanding delivery of cross-departmental parent outreach and communications analysis and recommendation services under contract 33646 with the Department of Human Services.</p>	
24. Was there an initial government estimate?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
<p>25. Cost Determination Used- The state asked for a cost proposal from the vendor for certain strategic services, negotiated to reduce costs and hone the scope of services and requested proposal revisions. This cycle occurred four times before a final proposal was deemed acceptable by the Children's Cabinet, TDOE and the Early Childhood Advisory Council.</p>	
<p>26. Documentation of Discussions with Contractor- The Children's Cabinet Director retained a series of revised proposals from the vendor.</p>	
<p>27. Explanation of Fair and Reasonable Price- Explain why price is fair and reasonable under the circumstances</p> <p>Rates in this contract are consistent with prior approved fair and reasonable rates in contract 33646.</p> <p>While the prior review of state advertising contracts was not helpful in identifying vendors with directly relevant experience, the contract rates can give a reasonable range for market rates. A comparison of the proposed iostudio hourly rates with competitively bid rates indicates that the iostudio rates are reasonable at an average of \$110/hr and well under the rate of \$160/hr authorized by the original federal grant budget. The iostudio specific rates have been included in a revised federal grant budget for approval by U.S. Health &amp; Human Services.</p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p style="text-align: center;"> 2/13/13</p>	



## HR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Brigitte Tubbs-Jones, HR Special Counsel  
Department of Human Resources  
E-mail : [Brigitte.Tubbs-Jones@tn.gov](mailto:Brigitte.Tubbs-Jones@tn.gov)

**FROM :** Kristen McKeever, Director of Contracts  
E-mail : [Kristen.McKeever@tn.gov](mailto:Kristen.McKeever@tn.gov)

**DATE :** 2/12/13

**RE :** Request for Human Resources Pre-Approval Endorsement

**Applicable RFS #** 33132-02713

**Human Resources Endorsement Signature & Date:**

*Brigitte Tubbs Jones* 2/13/13  
Department of Human Resources

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.

Contracting Agency	Education
Agency Contact (name, phone, e-mail)	Carol White, F&A Shared Services Solutions 615-253-8914 E-mail : <a href="mailto:Carol.White@tn.gov">Carol.White@tn.gov</a>
<b>Required Attachments (as applicable – copies without signatures acceptable)</b>	
<input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation Request <input type="checkbox"/> Alternative Procurement Method Request <input checked="" type="checkbox"/> Non-Competitive Contract/Amendment Request	
<b>Service Description</b>	
<p>This contract would support implementation of recommendations of the Children's Cabinet related to cross-departmental parent outreach and communications program implementation. Once the program is developed, the vendor would be required to provide appropriate training to certain state employees (see A.12) as to how to use the new systems and tools. A complete training program and recipients will be identified as the project progresses, but, for example, public information officers of the six Children's Cabinet agencies would be trained on how to submit info for the common website and how to use the standard materials templates.</p>	



## 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](mailto:Jane.Chittenden@tn.gov)

**FROM :** Carol White, F&A Shared Services Solutions  
E-mail : [carol.white@tn.gov](mailto:carol.white@tn.gov)

**DATE :** 2/12/13

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS #** 33132-02713

**OIR Endorsement Signature & Date:**

*Mark Bruehl (gc)*  
Chief Information Officer

12/13/13

*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.

<b>Contracting Agency</b>	<b>Education</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Carol White, F&amp;A Shared Services Solutions</b> E-mail : <a href="mailto:carol.white@tn.gov">carol.white@tn.gov</a>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input checked="" type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable-- ISP Project# CAEC001	
<b>Response Confirmed by IT Director/Staff</b> (name):	<b>Renee Koch, Executive Director, Portfolio Management</b>

**Applicable RFS #** 33132-02713

**Required Attachments** (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

**Subject Information Technology Service Description**

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

**The overall contract is for implementation of Children's Cabinet and Early Childhood Advisory Council recommendations for improved provision of cross-departmental parent outreach and communications.**

**Information technology services involved are detailed in the scope of services sections**

**A.5. Resource Directory – Content Management System**

**A.6. and A.9 Unified Website (not on the state website) and related metrics**

**A.7. Mobile Device Application**

**A.8. ipad Kiosk program development**

**CONTRACT**

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

<b>Begin Date</b> March 1, 2013	<b>End Date</b> August 31, 2013	<b>Agency Tracking #</b> 33132-02713	<b>Edison Record ID</b> 35550		
<b>Contractor Legal Entity Name</b> lostudio, LLC			<b>Edison Vendor ID</b> 0000155647		
<b>Service Caption</b> (one line only) Cross-departmental parent outreach and communications program implementation					
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		<b>CFDA #</b> 93.708			
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2013	\$0.00	\$335,000.00	\$0.00	\$0.00	\$335,000.00
2014	\$0.00	\$401,550.00	\$0.00	\$0.00	\$401,550.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$736,550.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$736,550.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
<b>Ownership/Control</b>					
<input type="checkbox"/> African American		<input type="checkbox"/> Asian		<input type="checkbox"/> Hispanic	
<input type="checkbox"/> Person w/Disability		<input type="checkbox"/> Small Business		<input type="checkbox"/> Government	
<input type="checkbox"/> Other:				<input type="checkbox"/> Native American	
				<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
<b>Speed Chart</b> (optional) NA		<b>Account Code</b> (optional) 70803000			

**S U P P L E M E N T A L S U M M A R Y S H E E T**

<b>RFS Number</b>	33132-02713
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<b>Edison ID</b>	35550
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<b>Fiscal Year</b>	<b>Department ID</b>	<b>Speedchart Number</b>	<b>Program Code</b>	<b>Account Code</b>	<b>Fund</b>	<b>Project/ Grant Code</b>	<b>CFDA #</b>	<b>Amount</b>
2013	3313200000	n/a	911400	70803000	25000	EDARRA000ECAC12	93.708	\$25,000.00
2013	3313200000	n/a	911400	70899000	25000	EDARRA000ECAC12	93.708	\$310,000.00
2014	3313200000	n/a	911400	70803000	25000	EDARRA000ECAC12	93.708	\$25,000.00
2014	3313200000	n/a	911400	70899000	25000	EDARRA000ECAC12	93.708	\$376,550.00
<b>TOTAL</b>								<b>\$736,550.00</b>

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
IOSTUDIO, LLC**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and iostudio, LLC, hereinafter referred to as the "Contractor," is for the provision of cross-departmental parent outreach and communications program implementation, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.  
Contractor Place of Incorporation or Organization: Tennessee  
Contractor Edison Registration ID # 0000155647

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Overview. The Contractor shall develop and implement certain recommendations contained in the Early Childhood Advisory Council (ECAC) Parent Communications Analysis Comprehensive Report delivered to the Children's Cabinet in December 2012. Specific recommendations from that report were chosen by the Children's Cabinet for implementation and are specified in this Contract Scope of Services.

Overall project goals are to engage and empower Tennessee parents by aligning and enhancing communications from multiple state departments serving children.

Contractor activity will be organized into three categories:

- a. **Contract and Program Planning, Management and Marketing.**  
The Contractor shall provide management resources to plan and coordinate with state departments and provider agencies as identified by the State in order to develop departmental content and launch a branded website and create branded materials to carry the departments' messages. The Contractor shall also develop and execute a promotional program to increase visits to the website.
- b. **Branded Portfolio Creation.**  
The Contractor shall develop a brand identity for child and parenting information coming from the departments comprising the Children's Cabinet. Tools for using this brand identity will include: logos, templates, collateral layouts and brand guides to empower the departments to utilize the branded materials to carry their content.

The six state agencies included in the Children's Cabinet are:

- 1) Department of Education
  - 2) Department of Human Services
  - 3) Department of Health
  - 4) Department of Children's Services
  - 5) Department of Mental Health
  - 6) Bureau of TennCare
- c. **Website Design, Content Development and Programming.**  
The Contractor shall design, develop, launch, host and maintain a unified website for providing children's and parenting information from departments comprising the Children's Cabinet. The unified website will be the primary online destination for all departmental content related to parenting children. Accessories to this website to be developed by the Contractor shall include: a comprehensive resource directory of services for children and families; custom profile and custom

content delivery; a mobile device application; and programming for iPad stations to be located in local county health department offices. The Contractor shall also create a content management system that allows information to be updated easily and regularly.

- A.3. Program Planning and Management. The Contractor shall engage representatives from state government, provider agencies, and customer groups to determine the ideal design and content for projects under this contract. Specific representatives will be identified in consultation with the State. The Contractor shall develop a management plan for this project that includes a timeline, milestones, and progress reports. The Contractor shall designate a project management liaison to conduct regular updates with state representatives. The project timeline will include sufficient time for testing of products before final delivery.
- A.4. Branding Portfolio Creation and Distribution. The Contractor shall create a distinct look and design for children's and parenting materials to be issued from the departments comprising the Children's Cabinet. To support this "brand", the Contractor shall create a portfolio of logos and templates that state departments can use when developing new informational materials. The portfolio will include templates for the following types of collateral: direct mail letter; direct mail postcard (two versions); direct mail envelope; brochures (three versions); wall poster (two versions); stationary; business cards (two versions); billboards (two versions); out-of-home (two versions); website banner ads (four versions); print ads (two versions); branded promotional items; and 8 ½ by 11 flyers (three versions). These templates will be delivered in digital file formats to include illustrator files, PDFs, EPS (and others as requested). All template files will be housed on a website as designated by the State. The Contractor shall also deliver a brand identity guidebook that will give messaging guidelines and design specifications such as logo, tagline, and brand positioning. As a model project, the Contractor will apply this brand and guidelines to the Welcome Baby Program. This program's materials, material specifications and/or design files will be provided electronically to the Contractor by the Tennessee Department of Health for creative re-branding.
- A.5. Resource Directory. The Contractor shall create a comprehensive resource directory of state and private agency programs that serve children and families in Tennessee that will be included as a feature of the website described in A.6. The Contractor shall begin with a simple content management system (CMS). The Contractor will build the CMS to allow state agency program managers and private agency program managers to enter detailed program information in a safe, secure online setting. The Contractor shall assure that security and sign-in privileges can be assigned so that only appropriate program managers will be able to upload and update program information. The CMS will include a feature that alerts program managers and system administrators if program profiles are not regularly reviewed and updated. Anyone seeking services will be able to search the directory by keyword or location or services. Program profiles within the directory will provide a meaningful description of the resources or services, with timely contact information as updated by program managers. The Contractor shall consult with state government representatives, provider agencies, and customer groups to determine the ideal content, design, and search fields of program profiles. These groups will also be consulted about the mechanisms for keeping program information current and how to avoid duplication with existing resource directories. The Contractor shall work with the State to establish rules and processes for distributing usernames and password accounts, of which changes to accounts will be automated, not manually made by the Contractor. The online resource directory will be virtually accessed via the website by Tennessee parents, families, service providers, government employees, and others seeking current and comprehensive services information.
- A.6. Unified Website. The Contractor shall design, develop, launch, host and maintain a unified website for providing children's and parenting information from departments comprising the Children's Cabinet. The Contractor will write the code that provides the foundation for the website to function. The Contractor will develop the digital designs, layouts, and user navigation mechanisms so website visitors can easily find and consume information. The Contractor shall receive content digitally from state agencies, and will pull content as necessary from existing state department materials such as department websites and print collateral. The Contractor will streamline all content so that it has a consistent look, tone, and voice. The Contractor will also generate original website content including: text, photos, and videos that will ensure timely and

engaging content is posted through the end date of this contract. Original content concepts and scheduled presentations of content as it is created will be submitted to the State for approval. Through this process, the Contractor will create a library of content from which the state can pull materials as needed to update the website. The Contractor will regularly engage state government representatives, provider agencies, and customer groups to get input about website design and content.

The Contractor shall assure that the website will include a feature that allows a customer to input minimal information about their child, such as age and gender, and receive timely information through the account on the website about that child's developmental milestones. Customers will be able to tag articles and save them for future use. Based on customer's preferences and information-tagging habits, this custom interface will also recommend articles or programs based on topical relevance. The website will also include LivePerson online chat functionality. Management of the online chat functionality will be handled by the State, informed by recommendations from the Contractor.

The Contractor shall assure that the primary website will incorporate a responsive web design that will optimize its layout to function and perform seamlessly in both tablet and mobile phone environments, regardless of the operating system used. This design will ensure that a single update can be viewed consistently on all devices.

The Contractor shall host and maintain the website on a secure server with at least 99 percent uptime, 24/7. The Contractor shall ensure that the website is hosted securely and safely so that it performs at proper speeds and maintains secure exchanges for customers. The solution must comply with the State's Enterprise Information Security Policies. A copy of the policies will be provided by the State.

- A.7. Mobile Device Application. The Contractor shall develop, host, and maintain a downloadable mobile application that will push out information in a timely, scheduled manner and will seek to obtain basic information that is generally associated with the timing of major life events and basic childhood development. The application will service subscribers by promoting state-approved content, resources, and information. The Contractor will consult with state government representatives, provider agencies, and customer groups to determine the ideal content, design, features, and functionality of the mobile application. The Contractor will develop this application consistent with iOS and two Android operating systems and devices, unless otherwise directed by the State. The Contractor shall utilize the State's Apple and Google Developer Agreements for deploying the iOS and Android mobile applications.
- A.8. iPad Kiosk Program Design. The Contractor shall develop, host, and maintain a program for children's and parenting information that will be delivered through iPad kiosk stations to be placed at local county health department offices. One function of the iPad kiosk stations will be to connect customers to the information and resources found at the unified website. The Contractor will consult with state government representatives and customer groups to determine the ideal content, design, features, and functionality of the iPad kiosk stations. The Contractor will install this kiosk program on iPads provided by the State. The Contractor shall utilize the State's Apple Enterprise Agreement for deploying the iPad kiosk program.
- A.9. Website Effectiveness Analysis and Reporting. In the design of the unified website, mobile application, iPad kiosk program, and resource directory, the Contractor will incorporate tools for measuring effectiveness. A baseline measurement will be set at launch and goal funnels can be added for enhanced communication and engagement over time and then measured against to gauge effectiveness and implement improvements. Tools for measuring effectiveness may include but are not limited to: total users; content popularity ranking; average time of engagement; and frequently searched terms. The Contractor will consult with state government representatives, provider agencies, and customer groups to determine the ideal metrics to be tracked and monitored for each project. The Contractor will design the programs so that user-friendly reports of utilization measurements are regularly generated. The Contractor will design the programs so there is also capacity for the State to generate reports on an as needed basis.

- A.10. Promotional Plan, Marketing, and Materials. The Contractor shall create a strategic 2013 public relations plan with suggestions for how state departments can promote the new parent engagement tools and resources. The plan will include recommendations for utilizing both internal and external public information resources. This plan will encourage all departments to work from a common platform and message while taking advantage of unique department strengths and relationships with particular constituent groups. The plan will also illustrate how different departments can tailor their message to align with unique department programs and priorities. The Contractor will consult with state government representatives, provider agencies, and customer groups to determine the ideal strategies and audiences to include in the plan design.

The Contractor shall develop and implement an email campaign to raise awareness of the new parent engagement tools and resources. The Contractor will obtain appropriate email lists; develop content for the email messages, and time delivery of those messages to build awareness of these new tools and resources. The Contractor will consult with state government representatives, provider agencies, and customer groups to determine the ideal messages, strategies, and audiences to include in the email campaign.

The Contractor shall create and populate a Facebook account to function as an extension of the new website and a destination for email marketing. This Facebook page will market the new site, promote content and the benefits of the program, and will continue to engage parents on a consistent basis. The Contractor will: establish Facebook set up and content for launch; create and post timely, seasonal information that will be generated from website content collection; share news and updates about state programs; provide Facebook auto connect for profile creation; develop a content calendar and post writing; and deliver an engagement guidebook or standard operating procedures to support state staff in maintaining the Facebook account. The Contractor will consult with state government representatives, provider agencies, and customer groups to determine the ideal messages, strategies, and audiences to include in the Facebook campaign.

The Contractor shall also purchase promotional items using the new brand identity and providing information to raise awareness of the new parent engagement tools and resources. These materials will be provided to the state departments for distribution. The Contractor will consult with state government representatives, provider agencies, and customer groups to determine the ideal promotional items to purchase within budget and the messages to include.

- A.11. Customer Care How To Guide. The Contractor shall deliver a customer care “how to” guide with recommended best practices for using social media, call centers, email, and online chat in order to engage website visitors and other customers in a successful manner and in the spirit of customer-focused government. The Contractor will consult with state government representatives, provider agencies, and customer groups to gather input about best practices and lessons learned in the field of customer engagement and customer-focused government.
- A.12. Training of State Employees. As requested by the State, Contractor will provide training sessions of up to one hour for groups of designated state employees (assumed frequency is up to 14 group sessions and up to 11 individual sessions) and/or providers on the following project elements: brand identity guidebook and templates; resource directory data entry, maintenance, and monitoring; unified website design, features, and update mechanisms; website content library; mobile device application design, features, and update mechanisms; iPad kiosk program design, features, and update mechanisms; tools for measuring effectiveness of different applications and report features; 2013 public relations plan; Facebook account design and features; and Customer Care “How To” Guide. The audience, selected by the State, for each training will depend upon the aspect of the project being covered. Over the course of this contract, the State may request training support on additional aspects of the project.

**B. CONTRACT PERIOD:**

- B.1. Contract Period. This Contract shall be effective for the period beginning March 1, 2013, and ending on August 31, 2013. The Contractor hereby acknowledges and affirms that the State shall

have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed seven hundred thirty-six thousand five hundred fifty dollars and no cents (\$736,550.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Milestone 1. Delivery of management plan for this project that includes a timeline, milestones, progress report schedule and project management liaison as defined in A.3.	\$30,000.00
Milestone 2. Delivery of brand identity guidebook and a portfolio of logos and templates for multiple types of collateral as described in A.4.	\$110,000.00
Milestone 3. Go live of initial beta-testing website that will include site functionality, a system for a comprehensive resource directory, platform for entering program information, and host location as described in A.5 and A.6	\$130,000.00
Milestone 4. Go live of unified website for providing children's and parenting information from departments comprising the Children's	\$207,250.00

Cabinet, host location, and library of website content as described in A.6.	
Milestone 5. Delivery of downloadable mobile application that will push out state-approved content, resources, and information as described in A.7.	\$92,300.00
Milestone 6. Delivery of computer program for information that will be delivered through iPad kiosk stations, and installation of that program on iPads provided by the State as described in A.8.	\$32,000.00
Milestone 7. Delivery of user-friendly utilization reports of website, mobile device application, iPad stations, and resource directory, as described in A.9 and training sessions as described in A12.	\$20,000.00
Milestone 8. Delivery of strategic 2013 public relations plan for promoting new parent tools and resources, email campaign, and populated Facebook account as described in A.10.	\$50,000.00
Milestone 9. Delivery of Customer care "how-to" guide as described in A.11.	\$15,000.00

- c. Pursuant to Contract Section A.10, the State may authorize the Contractor to incur production-related costs which are not remunerated in accordance with the preceding Contract sections. In which case, the Contractor shall procure such on a competitive basis, document the competitive basis and provide the documentation to the State. For each production-related expense approved in advance by the State in writing up to Fifty Thousand Dollars (\$50,000), the State shall reimburse the Contractor for the Contractor's actual costs. Contractor shall not be reimbursed for any production-related expense not approved in writing in advance by the State.

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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

Jude White, Executive Director  
Governor's Children's Cabinet  
312 Rosa Parks Blvd  
Tennessee Tower, 27<sup>th</sup> Floor  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Department of Education
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (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
    - v. Total Amount Due for the invoice period
  - b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
    - (3) not include sales tax or shipping charges; and
    - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 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. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, 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 (ACH).
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract

and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- 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 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. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- 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, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "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. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to 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 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 months has been, an employee of the State of Tennessee.

- D.7. 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, 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.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of

this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. 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.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. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. 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.14. 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. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. 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.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. 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.20. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. 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:

Connie Casha, Director of Early Childhood Education Programs  
 Department of Education  
 Andrew Johnson State Office Building  
 710 James Robertson Parkway  
 Nashville, TN 37243  
[Connie.Casha@tn.gov](mailto:Connie.Casha@tn.gov)  
 Telephone # (615) 741-9051  
 FAX # NA

Jude White, Executive Director  
 Governor's Children's Cabinet  
 312 Rosa Parks Blvd  
 Tennessee Tower, 27<sup>th</sup> Floor  
 Nashville, TN 37243  
[Jude.White@tn.gov](mailto:Jude.White@tn.gov)  
 Telephone # (615) 741-2230

Dina Hendricks, Early Childhood Advisory Council Statewide Collaboration Director  
 Department of Human Services  
 Citizens Plaza Building  
 400 Deaderick Street  
 Nashville, TN 37243  
[Dina.hendricks@tn.gov](mailto:Dina.hendricks@tn.gov)  
 Telephone # (615) 313-5617  
 FAX # Number

The Contractor:

Andrew Blenkle, Executive Account Director  
 iostudio, LLC  
 565 Marriott Drive, Suite 100  
 Nashville, TN 37214  
[andy.blenkle@iostudio.com](mailto:andy.blenkle@iostudio.com)  
 Telephone # (615) 256-6282  
 FAX # (615) 256-6860

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. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

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 pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.6. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which 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," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which 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 for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such 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 herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (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 thereby.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques

obtained and used during the course of providing the services requested under this Contract.

- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E7. 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, approved by the Commissioner of the Department of Education, for such decision and non-competitive procurement.
- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- 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. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.

- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).
- d. The Recovery Act, including but not limited to the following sections of that Act:
- (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  - (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
  - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
    - i. gross mismanagement,
    - ii. gross waste,
    - iii. substantial and specific danger to public health or safety,
    - iv. abuse of authority, or
    - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
  - i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
  - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
  - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.10., “Federal Economic Stimulus Funding.”
- E.11. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

**IN WITNESS WHEREOF,**

**IOSTUDIO, LLC:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**KEVIN HUFFMAN, COMMISSIONER**

**DATE**

**ATTACHMENT 1**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	lostudio, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	621865839

**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. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**

**CONTRACT PROVISION REQUEST**

**TENNESSEE DEPARTMENT OF EDUCATION – CONTRACTS OFFICE**

**\*Attach Proposed Contract**

Requested By: <b>Connie Casha/Jude White</b>	Request Date: <b>2/12/13</b>	RFS Number: <b>33132-02713</b>
Program Area: <b>Early Childhood</b>	Start Date: <b>3/1/2013</b>	End Date: <b>8/31/2013 (with an option to extend)</b>
Vendor Name: <b>iostudio, LLC</b>		Contract Amount: <b>\$736,550.00</b>

**Contract Provision(s) E Clauses to be Included:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> State Ownership of Work Products      | <input type="checkbox"/> Copyrights and Patents      | <input type="checkbox"/> Partial Takeover       |
| <input type="checkbox"/> Ownership of Software & Work Products | <input checked="" type="checkbox"/> Hold Harmless    | <input type="checkbox"/> Unencumbered Personnel |
| <input type="checkbox"/> Performance Bond                      | <input type="checkbox"/> Breach (Liquidated Damages) |   |
| <input type="checkbox"/> Other:                                |  |   |

**Contract Provision(s) E Clauses to be Excluded:**

- State Interest in Equipment       Other:

**Justification for why the provision(s) requested are in the best interest of the State and the Department of Education. Identify the risk(s).**

**It is in the state's best interest to include the hold harmless clause.**

**Purpose of Contract:**

**Cross-departmental parent outreach and communications program implementation.**

**Legal Counsel Review and Approval:**

<input checked="" type="checkbox"/> Concur with Request	<input type="checkbox"/> Do Not Concur	Signature: 
Comments:		

**Contracts Office Review and Approval:**

<input checked="" type="checkbox"/> Concur with Request	<input type="checkbox"/> Do Not Concur	Signature: 
Comments:		