CONTRACT #3
RFS # 331.50-00213
FA # NA
Edison # 33150

Department of Education

VENDOR:
Double Line, Inc.

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

BILL HASLAM
GOVERNOR

KEVIN HUFFMAN
COMMISSIONER

SUBMITTED VIA ELECTRONIC MAIL

TO: Lucien Guise, Fiscal Review Committee

FROM: Kevin Huffman, Commissioner KH55

DATE: April 19, 2013

RE: Request to appear before the fiscal review committee regarding non-competitive contract amendment for agency tracking # 33150-00213

Please consider the enclosed request for non-competitive contract amendment with Double Line Inc. The contract amendment is an extension of the ongoing P-12 data system project comprising the procurement of cloud-based infrastructure to host student performance dashboards developed by Double Line.

This extension of the P-12 data system seeks to further improve data quality with the addition of Student Information System (SIS) vendor interfaces, a data warehouse based on the Ed-Fi data standard, and a set of data warehouse support tools. Specifically, the contract amendment will allow for the following:

(1) SIS vendor interface – An SIS contains the largest source of student data available to the student performance dashboard. Local education agencies (LEAs) across Tennessee use a variety of SISs, the majority of which are not compliant to the Ed-Fi data standard and therefore cannot share their data in the Ed-Fi based student performance dashboards. To encourage greater participation in the dashboards, Double Line will help state-approved SIS vendors adopt the Ed-Fi data standard so that they can extract, transform, and load student data into the dashboard. Double Line will provide documentation and software modules to selected vendors.

(2) Data Warehouse – A data warehouse holds a historical record of student data in a structure that facilitates reporting and analysis. Double Line will deliver an Ed-Fi compliant data warehouse with extensions to accommodate state-specific reporting needs.

The department has identified the two service units above as the logical extension of the P-12 data system to improve data accuracy, data system sustainability and functionality, and provide educators with enhanced access to data. Ultimately, the SIS vendor interfaces will extend the reach of the dashboards across Tennessee increasing the volume of available data. The data warehouse will allow the department to analyze and report on this data and take more targeted actions and measurements.

Thank you for your consideration.

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Richard Charlesworth	*Contact Phone:	615-476-3654
*Original Contract Number:	N/A	*Original RFS Number:	33150-00213
Edison Contract Number: (*if applicable*)	33150	Edison RFS Number: (*if applicable*)	n/a
*Original Contract Begin Date:	10/16/12	*Current End Date:	06/30/14
Current Request Amendment Number: (*if applicable*)		1	
Proposed Amendment Effective Date: (*if applicable*)		June 21, 2013	
*Department Submitting:		Education	
*Division:		Data and Communications / Technology	
*Date Submitted:		April 22, 2013	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:		N/A	
*Contract Vendor Name:		Double Line Inc.	
*Current Maximum Liability:		$1,778,100.00	

*Current Contract Allocation by Fiscal Year:
(*as Shown on Most Current Fully Executed Contract Summary Sheet)*

FY:2013	FY:2014	FY:	FY:	FY	FY
$1,648,615.00	$129,485.00	$	$	$	$

*Current Total Expenditures by Fiscal Year of Contract:
(*attach backup documentation from STARS or FDAS report*)

FY:2013	FY:	FY:	FY:	FY	FY
$803,288.75	$	$	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	

*Contract Funding Source/Amount:	State:	$0.00	Federal:	$1,778,100.00
Interdepartmental:		$0.00	*Other*:	$0.00
If "*other*" please define:			N/A	

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
N/A	N/A

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested. If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.	

Method of Original Award: (*if applicable)*	Non-Competitive
*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

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:
Discovery, Design, and Architecture; A.6.	$348,600	$0.00			
Stakeholder Engagement; A.7.	$178,100	$0.00			
Step I Implementation (Dashboard Pilot); A.8.	$641,915	$129,485			
Steps II and III Procurement (Infrastructure); A.9.	$480,000	$0.00			
SIS Vendor Interfaces; A.13.	$293,200	$223,600			
Data Warehouse; A.14.	$0.00	$390,800			
TOTAL	**$1,941,815**	**$743,885**			
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. **The goal of this project is to enhance educational data quality; therefore cost savings is not a benefit category for the above deliverables.**					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables. **This vendor is the only organization with experience implementing the specific Ed-Fi standards; therefore, cost comparisons were not able to be obtained.**					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

TN_PU_CN021 - Payments against a Contract

Edison Contract ID: 0000000000000000000033150

Fiscal Year: 2013

View Results

Download results in : Excel SpreadSheet CSV Text File XML File (1 kb)

View All

First 1-5 of 5 Last

	Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
1	33101	64716.250	0000000000000000000033150	0000154296	Double Line Inc	DFA	0000038048	00197057	TNDOE-01	01/23/2013	2013
2	33101	139406.250	0000000000000000000033150	0000154296	Double Line Inc	DFA	0000038521	00197743	TNDOE-03	01/31/2013	2013
3	33101	154545.000	0000000000000000000033150	0000154296	Double Line Inc	DFA	0000038049	00197079	TNDOE-02	01/28/2013	2013
4	33101	186468.750	0000000000000000000033150	0000154296	Double Line Inc	DFA	0000040114	00207799	TNDOE-04	04/05/2013	2013
5	33101	258152.500	0000000000000000000033150	0000154296	Double Line Inc	DFA	0000040093	00207797	TNDOE-05	04/05/2013	2013

Non-Competitive Amendment 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@state.tn.us

APPROVED
CENTRAL PROCUMENT OFFICER

Request Tracking #	**33150-00213**
1. Procuring Agency	**Education**
2. Contractor	**Double Line Inc.**
3. Contract #	**N/A**
4. Proposed Amendment #	**1**
5. Edison ID #	**33150**

6. Contract Begin Date	**October 16, 2012**
7. Current Contract End Date *– with ALL options to extend exercised*	**April 15, 2014**
8. Proposed Contract End Date *– with ALL options to extend exercised*	**June 30, 2014**
9. Current Maximum Contract Cost *– with ALL options to extend exercised*	**$1,778,100.00**
10. Proposed Maximum Contract Cost *– with ALL options to extend exercised*	**$2,685,700.00**
11. Office for Information Resources Endorsement *– information technology service (N/A to THDA)*	☐ **Not Applicable** ☒ **Attached**
12. eHealth Initiative Support *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ **Not Applicable** ☐ **Attached**
13. Human Resources Support *– state employee training service*	☒ **Not Applicable** ☐ **Attached**

14. Explanation Need for the Proposed Amendment

The proposed contract amendment is an extension of the ongoing P-12 data system project comprising the procurement of cloud-based infrastructure to host student performance dashboards developed by Double Line.

This extension of the P-12 data system seeks to further improve data quality with the addition of Student Information System (SIS) vendor interfaces, a data warehouse based on the Ed-Fi data standard, and a set of data warehouse support tools. Specifically, the contract amendment will allow

Request Tracking #	33150-00213

for the following:

(1) SIS Vendor Interface as described in A.13 – A SIS contains the largest source of student data available to the student performance dashboard. Districts across the Tennessee use a variety of SISs, the majority of which are not compliant to the Ed-Fi data standard and therefore cannot share their data in the Ed-Fi based student performance dashboards. To encourage greater participation in the dashboards, Double Line will help State-approved SIS vendors adopt the Ed-Fi data standard so that they can extract, transform, and load student data into the dashboard. Double Line will provide documentation and software modules to selected vendors.

(2) Data Warehouse – A data warehouse holds a historical record of student data in a structure that facilitates reporting and analysis. Double Line will deliver an Ed-Fi compliant data warehouse with extensions to accommodate State-specific reporting needs.

(3) Data Warehouse Tools – Double Line will create software tools that will facilitate the loading of data used by the student performance dashboard into the data warehouse. These tools will allow Information Technology stakeholders to easily schedule and monitor the loading of data from the dashboard's data stores to the data warehouse's stores. In addition, the data warehouse tools will facilitate checks of the data to ensure data quality.

The state has identified the three service units above as the logical extension of the P-12 data system to improve data accuracy, data system sustainability and functionality, and provide educators with enhanced access to data. Ultimately, the SIS Vendor Interfaces will extend the reach of the dashboards across Tennessee increasing the volume of available data. The Data Warehouse and its tools will allow the State to analyze and report on this data and take more targeted actions and measurements.

15. Name & Address of the Contractor's Principal Owner(s)
– NOT required for a TN state education institution

Michael & Susan Dell Foundation
PO Box 163867
Austin, TX 78716

16. Evidence Contractor's Experience & Length Of Experience Providing the Service

Double Line Partners has been implementing the Ed-Fi standard and aligned educator dashboards for four years. They were involved in the development of the Ed-Fi standards and are the only vendor which has developed data systems based on this standard.

17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives

By consulting national research on the implementation of educator dashboards, TNDOE became aware of the Ed-Fi standards. These standards provide the opportunity to integrate various data inputs and act as a universal translator of academic data. After determining that the Ed-Fi standard would best meet the P-12 data system needs, TNDOE researched other vendors and places that had implemented the Ed-Fi standard. Double Line Partners was the only vendor with experience in implementing these standards.

18. Justification *– specifically explain why non-competitive negotiation is in the best interest of the state*

Double Line Partners are uniquely situated to restructure the P-12 system according to the Ed-Fi data standards and tools. Developed through the Michael & Susan Dell Foundation by Double Line Partners, the Ed-Fi standard and accompanying educator dashboards act as a universal translator of academic data. Utilizing the Ed-Fi standards will allow Tennessee to integrate its data inputs and align the comprehensive P-12 data system to national standards.

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Double Line Partners is the only organization which has implemented data systems utilizing the Ed-Fi standard. Additionally, they are the only organization which has developed a set of educator dashboards utilizing the Ed-Fi standards.	
Agency Head Signature and Date – *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* 4/16/13	

OIR Pre-Approval Endorsement Request
E-Mail Transmittal

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

FROM : Kristen McKeever, Director of Contracts
E-mail : Kristen.McKeever@tn.gov

DATE : April 5, 2013

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 33150-00213	
OIR Endorsement Signature & Date:	
Mark Bengel (jc)	4/15/13
Chief Information Officer	
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.

Contracting Agency	**Education**
Agency Contact (name, phone, e-mail)	**Richard Charlesworth, 615-741-3261, Richard.Charlesworth@tn.gov**

Subject Procurement Document (mark one)

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

Information Systems Plan (ISP) Project Applicability

- ☐ Not Applicable to this Request
- ☒ Applicable– ISP Project# CAFTT01

Response Confirmed by IT Director/Staff (name): **Richard Charlesworth, CIO**

Applicable RFS # **33150-00213**
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.) Restructure the P-12 data system according to Ed-Fi education data standards

cy13-2062

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

Jessica Robertson/TLS

CENTRAL PROCUREMENT OFFICER

Request Tracking #	**33150-00213**
1. Contract #	**N/A EDISON RECORD ID # 33150**
2. Service Caption	**Restructure P-12 data system according to Ed-Fi education data standards**
3. Contractor	**Double Line Inc.**
4. Contract Period *(with ALL options to extend exercised)*	**21 months**
5. Contract Maximum Liability *(with ALL options to extend exercised)*	**$2,685,540.00**

6. Rule *(for which the exception is requested)*

- [x] **0620–3–3–.03(2)(a)** OR **0620–3–3–.05** requiring compliance with relevant model guidelines (only if required by oversight authorities)
- [ ] **0620–3–3–.05(5)** requiring the prescribed Nondiscrimination contract provision
- [ ] **0620–3–3–.07(5)** prohibiting a contract term greater than five (5) years
- [ ] **0620–3–3–.07(8)** prohibiting a contract with a former state employee in within six (6) months of termination
- [ ] **0620–3–3–.07(22)** requiring contractor travel reimbursement in accordance with state travel regulations
- [ ] **OTHER** *(cite the relevant rule below)*

7. Explanation of Rule Exception Requested	**We are requesting to extend a contract that does not include the term extension clause.**

Request Tracking #	33150-00213
8. Justification	TDOE has requested additional work to include the development of a data warehouse solution as well as development of a School Information System (SIS) data interface which will allow local education agencies (LEAs) to upload data to the data warehouse which does not currently exist. The need to complete the additional work is to ensure the data is Ed-Fi compliant. The data warehouse will contain historical records of student data in a structure that facilitates reporting. This data will accommodate state-specific and U.S. Department of Education reporting. The need for a SIS interface is to provide the ability to extract student source data in an Ed-Fi compliant format in order to populate the data warehouse to generate student performance dashboards. Additional time is required to complete this additional work effort.
Agency Head Signature and Date *(contracting agency head or authorized signatory)*	

Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification form that has been signed and attached in PDF format.

1. **Edison Contract ID #**	**33150**
2. **Contracting Agency Name**	**Education**
3. **Contractor Name**	**Double Line, Inc.**
4. **Service Caption**	**Addition of SIS vendor interface and a data warehouse**
5. **Agency Contact** (name, phone, e-mail)	**Richard Charlesworth, 615-741-3261, Richard.Charlesworth@tn.gov**

6. Legal Certification

By signing below, the department's legal staff certifies that:

1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request);
2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and
3) the contract does not contravene applicable law.

Christy Ballard 4/9/2013

Agency Attorney Signature & Date

7. (Optional) Alternative to Legal Certification Request

Note: If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. **Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.**

Justification

Agency Head Signature & Date – *contracting agency head or authorized signatory*

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
33150-00213	33150	N/A	1

Contractor Legal Entity Name	Edison Vendor ID
Double Line Inc.	0000154296

Amendment Purpose & Effect(s)
Expand scope and increase maximum liability

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** June 30, 2014

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$907,600.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	$0.00	$1,941,815.00	$0.00	$0.00	$1,941,815.00
2014	$0.00	$743,885.00	$0.00	$0.00	$743,885.00
TOTAL:	**$0.00**	**$2,685,700.00**	**$0.00**	**$0.00**	**$2,685,700.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☒ YES ☐ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

John F. Sharp

Speed Chart (optional)	Account Code (optional)
ED00000689	Various

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

RFS Number	33150-00213
Edison ID	33150

Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2013	3315000000	ED00000689	114100	70803000	25000	EDRTTTSTLNGDS11	84.395	$25,000.00
2013	3315000000	ED00000689	114100	70899000	25000	EDRTTTSTLNGDS11	84.395	$1,916,815.00
2014	3315000000	ED00000689	114100	70803000	25000	EDRTTTSTLNGDS11	84.395	$25,000.00
2014	3315000000	ED00000689	114100	70899000	25000	EDRTTTSTLNGDS11	84.395	$718,885.00
TOTAL								$2,685,700.00

AMENDMENT 1
OF EDISON ID 33150

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Double Line Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section A.2.f.

f. Operational Data Store (ODS) – a database designed to integrate data from disparate source systems into a single cohesive structure with appropriate cleansing and transformation.

2. The following is added as Contract section A.2.g.

g. Ed-Fi Data Warehouse – a data warehouse that aligns with the Ed-Fi data standard designed for reporting and analysis. The Ed-Fi data warehouse enables administrative and compliance reporting for educational entities.

3. The following is added as Contract section A.2.h.

h. Data Warehouse Tools – a set of tools designed to facilitate the scheduling and monitoring of data loads, data validation, and data quality checks.

4. Contract section A.3 is deleted in its entirety and replaced with the following:

A.3. The Contractor shall provide a restructured P-12 data system that utilizes the Ed-Fi data standards aligned to the Common Education Data Standards (CEDS). The Contractor shall leverage existing Ed-Fi assets, including the Student Performance Dashboards; leverage future capabilities to support Common Core State Standards and PARCC assessment; host the new data system in a secure cloud environment; migrate the data system to a new service-oriented architecture (SOA) approach that unifies user access to applications; integrate the Ed-Fi data warehouse solution; transform the data interfaces from school districts to a transactional update system that updates the state system no less than once a day; conduct an iterative pilot development process.

5. Contract section A.5.a is deleted in its entirety and replaced with the following:

a. Step I: Stand Up the Ed-Fi Operational Data Store (ODS) in the Cloud. During this phase the Contractor shall customize the Ed-Fi student performance dashboards that are licensed from the Michael & Susan Dell Foundation; develop a batch overnight interface to a Student Information System (SIS) and other systems for a set of pilot LEAs using the Ed-Fi XML interchanges. Pilot development shall be conducted on an iterative and ongoing basis.

6. Contract section A.5.b is deleted in its entirety and replaced with the following:

b. Step II: Solidify the Identity and Master Data Management Layers in the Cloud. During this phase the Contractor shall identify, select, configure, and integrate the identity management layer with the dashboard data store. The Master Data Management layer will be solidified as follows:

(1) Ed-Fi web services will wrap the Ed-Fi operational data store to accept transactional updates from SIS and other systems;
(2) The ODS will load the Ed-Fi longitudinal data warehouse.

7. Contract section A.5.c is deleted in its entirety and replaced with the following:

c. Step III: The Contractor shall integrate the Operational Data Store and the Dashboard with the Surfacing Layer in the Cloud to support a broader set of Key Performance Indicators (KPIs). The User Interface Surfacing Layer will be configured as follows:

(1) Basic services will provide security and portal services;
(2) An initial set of tools and parts will be acquired/developed to compose new applications;
(3) The dashboard application will be integrated to work within the portal.

8. Contract section A.6.b is deleted in its entirety and replaced with the following:

b. Deep Dive on Current Systems and Processes: The Contractor in conjunction with the State shall perform detailed investigations into existing systems and processes at both the State and LEA levels that are within the defined scope and/or are interfaces. The analysis may focus on decisions made by the Chief Information Officer. The following facets may include but are not limited to:

(1) Stakeholder roles and use cases;
(2) Business processes;
(3) Data requirements, schemas, and interchanges;
(4) Current computing and network topologies.

The deliverable for this milestone will be documentation of the current systems and processes added as an appendix to the Scope Document and will serve as the baseline requirements for the next generation data system.

9. Contract section A.6.d is deleted in its entirety and replaced with the following:

d. Engage Vendor and Industry Experts: The Contractor shall engage industry experts to solidify design details, identify technical issues or constraints, gather budgetary pricing, and refine the overall architectural approach. Expert consultants will be engaged in a number of areas that include: Government Cloud Offering, Azure, Comprehensive Identity Management Platform, Cloud Security and Risk Assessment, Metadata management tools, and robust collaboration, workflow and application surfacing platform. The Contractor shall identify appropriate experts, establish the objectives to be met with each, and arrange an on-site demonstration and technical working session at the State. Following each session, follow-ups with the expert consultants will be accomplished and key decisions, issues, and risks documented.

10. Contract section A.7 is deleted in its entirety and replaced with the following:

A.7. The Contractor shall complete a stakeholder engagement phase. This phase shall include three stakeholder convenings with approximately 75-100 educator participants for each to provide feedback on specific Student Performance Dashboard features. Following stakeholder convenings, the Contractor shall develop new draft dashboards/wireframes with refined content and functionality to be further vetted by stakeholders. The deliverables for this milestone shall include initial wireframes and materials for stakeholder workshops; summary of stakeholder feedback; final wireframes including stakeholder feedback; dashboard security design and requirements.

11. Contract section A.8.a is deleted in its entirety and replaced with the following:

a. Customization of Dashboards. The Contractor shall customize the student performance dashboards based upon the updated wireframes resulting from the stakeholder engagements. Customization requirements must be prioritized by the State and implemented as project budget and schedule allows. The scope for the first Dashboard Pilot release will be limited to meet a target delivery date of May 2013. This customization includes the following activities:

(1) Modify the metrics ETL (Extract Transform, and Load) packages for existing metrics whose semantics or business rules change;
(2) Develop new metrics ETL packages for new metrics;
(3) Modify the dashboard .NET code to reflect desired changes in visualizations;
(4) Develop new dashboard code where there are new drill-downs or new visualizations.

12. Contract section A.8.c is deleted in its entirety and replaced with the following:

c. Host and Test the Operational Data Store and Dashboard System (ODS). The Contractor shall work with the State to select an appropriate Government Cloud vendor that meets the elasticity, scaling and security requirements. Once selected, the Contractor shall support the State in hosting the ODS and Dashboard application, as follows:

(1) Setup and configure the host computing resources to host the Ed-Fi normalized data store and to run the ETL packages and establish secure connections to source systems
(2) Setup and configure the host computing resources to host the dashboard application database and to run the ETL packages that compute the metrics for the dashboards
(3) Integrate the dashboard application into the host security infrastructure and define privileges for the various classes of users
(4) Setup and configure the host computing resources to run the web-based dashboard application over https
(5) Run dashboard loading tests and configure the appropriate amounts of cloud resources to meet demands
(6) Test the dashboard application from its cloud configuration
(7) Optimize and tune the dashboard application, as necessary for efficient operation within the hosting environment

The deliverable for this task are the operational ODS and dashboard application.

13. Contract section A.8.d(6) is deleted in its entirety and replaced with the following:

(6) Provide end-user training materials to educators

14. Contract section A.9 is deleted in its entirety and replaced with the following:

A.9. Step II and III Procurement. The Contractor shall develop RFP(s) based upon the work packages developed in the Discovery, Design, Architecture and Procurement phases for the full scale implementation of the next generation cloud based education data system. The use of competitive RFP(s) to implement some of the work coming out of the design phase will ensure that the state can get the most competitive responses and prices from the pool of qualified vendors.

a. The Contractor shall develop the RFP with significant input from the State to ensure that overall objectives and requirements are being met and that the competitive procurement activities performed by the Contractor do not violate State regulations.

b. Each RFP will be formally reviewed with the State prior to release scheduled for spring 2013. The RFPs will be advertised, bidders' conference held as appropriate, and proposal responses received. The proposals will be reviewed by a committee of experts from the Contractor and the State. The committee will make selection recommendations pending final state approval. Awards are expected by summer 2013. RFP award contracts will be in a time and materials format with a maximum liability clause.

15. Contract section A.10 is deleted in its entirety and replaced with the following:

A.10. Step II and III Implementation. As the prime contractor for the implementation, the Contractor shall oversee and disburse payments to contractors and suppliers in the implementation of Step II: Solidification of the Identity and Master Data Management Layers in the Cloud and Step III: Integration of Surfacing Layer in the Cloud.

16. Contract section A.11 is deleted in its entirety and replaced with the following:

A.11. The Contractor shall provide weekly updates to the State's project manager and other project management structures as determined by the State's Chief Information Officer.

17. The following is added as Contract section A.13.

A.13. Student Information System (SIS) Vendor Interfaces and Documentation. The Contractor shall support State-approved SIS vendors in the technical integration with the Student Performance Dashboard.

a. The Contractor shall deliver documentation specifying the data standards that a State-approved SIS vendor must meet in order to perform ETL into the Operational Data. The documentation will include specifications regarding the Ed-Fi data schema as well as state and federal data reporting standards.

b. The Contractor shall deliver software service layers enabling the State-approved SIS vendors to load their data into the Operational Data Store.

c. The Contractor shall deliver software service layers enabling the identification of educational stakeholders within State SISs.

18. The following is added as Contract section A.14.

A.14. Data Warehouse Quality Initiative. The Contractor shall deliver a data warehouse that will capture historical data across multiple school years and displays and analyzes the historical patterns and trends in the data. The data warehouse will facilitate the tracking of individual students or cohorts of students over time. The data warehouse will enable the analysis of data across various dimensions.

a. Develop Data Validation and Quality Check Engine.

b. Develop Analytical Cubes.

c. Create and Load Sample Data into the Ed-Fi Data Warehouse.

d. Test Data Warehouse with Live Data.

19. The following is added as Contract section A.15.

A.15. The following table details the estimated hours without caps required to deliver the service unit. Any changes to the service unit roles or estimates will require written permission from the State's Chief Information Office (CIO) or his designated representative.

A.6 Discovery, Design, Architecture	**Estimated Hours**
Service Unit Roles	
▪ Project Manager	320
▪ Technical Lead	960
▪ Consultant	320
Service Unit Totals	**1600**
A.7 Stakeholder Engagement	**Estimated Hours**
Service Unit Roles	
▪ Project Administrator	100
▪ Project Sponsor	80
▪ Business Analyst	280
▪ Technical Lead	120
▪ Facilitator	450
Service Unit Totals	**1030**
A.8 Step I Implementation (Dashboard Pilot)	**Estimated Hours**
Service Unit Roles	
▪ Project Manager	440
▪ Business Analyst	840
▪ Developer	3520
▪ Technical Lead	800

Service Unit Totals	**5600**
A.9 Steps II & III Procurement (Infrastructure)	**Estimated Hours**
Service Unit Roles	
▪ Project Administrator	180
▪ Project Manager	1200
▪ Project Sponsor	120
▪ Technical Lead	1320
Service Unit Totals	**2820**
A.13 SIS Vendor Interfaces	**Estimated Hours**
Service Unit Roles	
▪ Project Manager	240
▪ Developer	640
▪ Technical Lead	2080
Service Unit Totals	**2960**
A.14 Data Warehouse	**Estimated Hours**
Service Unit Roles	
▪ Project Manager	280
▪ Developer	1168
▪ Technical Lead	912
Service Unit Totals	**2360**
ESTIMATED GRAND TOTAL	**16,530 Hours**

21. Contract section B is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning October 16, 2012, and ending on June 30, 2014. 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.

22. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million six hundred eighty-five thousand seven hundred dollars and no cents ($2,685,700.00). 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.

23. Contract section C.3 is deleted in its entirety and replaced with the following:

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:

A.6 Discovery, Design, Architecture	**Payment Rates**	
Service Unit Roles	**Offsite Rate**	**Onsite Rate**
▪ Project Manager	$150	$225
▪ Technical Lead	$175	$250
▪ Consultant	$300	$300
A.7 Stakeholder Engagement	**Payment Rates**	
Service Unit Roles	**Offsite Rate**	**Onsite Rate**
▪ Project Administrator	$50	NA
▪ Project Sponsor	$185	$260
▪ Business Analyst	$125	$200
▪ Technical Lead	$175	$250
▪ Facilitator	$135	$210
A.8 Step I Implementation (Dashboard Pilot)	**Payment Rates**	
Service Unit Roles	**Offsite Rate**	**Onsite Rate**
▪ Project Manager	$150	$225
▪ Business Analyst	$125	$200
▪ Developer	$125	$200
▪ Technical Lead	$175	$250
A.9 Steps II & III Procurement (Infrastructure)	**Payment Rates**	
Service Unit Roles	**Offsite Rate**	**Onsite Rate**
▪ Project Administrator	$50	NA
▪ Project Manager	$150	$225
▪ Project Sponsor	$185	$260
▪ Technical Lead	$175	$250
A.13 SIS Vendor Interfaces	**Payment Rates**	
Service Unit Roles	**Offsite Rate**	**Onsite Rate**
▪ Project Manager	$150	$225
▪ Developer	$125	$220
▪ Technical Lead	$175	$250
A.14 Data Warehouse	**Payment Rates**	
Service Unit Roles	**Offsite Rate**	**Onsite Rate**
▪ Project Manager	$150	$225
▪ Developer	$125	$200
▪ Technical Lead	$175	$250

c. Any changes to the service unit roles or estimates will require written permission from the State's Chief Information Office (CIO) or his designated representative.

24. Contract section E.2 is deleted in its entirety and replaced with the following:

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:

Richard Charlesworth, CIO
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Richard.charlesworth@tn.gov
Telephone # 615-476-3654
FAX # 615-532-8536

The Contractor:

Zeynep Young, CEO
Double Line, Inc.
5918 W Courtyard, Suite 450A
Austin, TX 78731
zeynep@doublelinepartners.com
Telephone # 512-785-5732

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

25. The following is added as Contract section E.14.

E.14. Contractor Name. All references to "Double Line Partners" shall be deleted and replaced with "Double Line, Inc."

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective June 21, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DOUBLE LINE INC.:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

KEVIN HUFFMAN, COMMISSIONER **DATE**

GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators
Douglas Henry, Reginald Tate
Brian Kelsey, Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman
Representatives
Tommie Brown, David Shepard
Jim Coley, Tony Shipley
Charles Curtiss, Curry Todd
Johnny Shaw, Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO: Jessica Robertson, Chief Procurement Officer
Department of General Services

FROM: Senator Bill Ketron, Chairman BK
Representative Curtis Johnson, Vice-Chairman CJ

DATE: August 28, 2012

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 8/27/12)

RFS# 331.50-00213 (Edison # 33150)
Department: Education
Vendor: Double Line Partners, LLC
Summary: The proposed contract is for the restructuring and enhancement of the P-12 data system and providing improved data quality and a series of external facing dashboards to allow for enhanced educator access to data. The proposed contract has a term beginning October 16, 2012, and ending April 15, 2014.
Proposed maximum liability: $1,778,100

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: The Honorable Kevin Huffman, Commissioner

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

BILL HASLAM
GOVERNOR

KEVIN HUFFMAN
COMMISSIONER

SUBMITTED VIA ELECTRONIC MAIL

TO: Lucien Guise, Fiscal Review Committee

FROM: Kevin Huffman, Commissioner KH

DATE: August 17, 2012

RE: Request to appear before the fiscal review committee regarding non-competitive contract for agency tracking # 33150-00213

Please consider the enclosed request for non-competitive contract with Double Line Partners, LLC. The contract enhances the P-12 data system, providing improved data quality and a series of external facing dashboards to allow for enhanced educator access to data. More specifically, the contract will allow for the following:

(1) Development of a restructured P-12 data system as described in A.4. that includes a single-sign on identity management system; a master data management model to unify data from local education agencies (LEAs) into a single data warehouse; user interface surfacing layer to provide security and access services for a variety of applications.

(2) Completion of a comprehensive discovery, design and architecture phase as described in A.6. that will result in a system architecture document, full project plan, and work package for the restructured P-12 data system

(3) Creation of a series of student performance dashboards aligned to the Ed-Fi data standards developed through an iterative pilot process (A.8.)

(4) Revision and customization of existing Ed-Fi educator dashboards through feedback gathered by Tennessee educators during a stakeholder engagement process (A.7.)

The state has identified a need to restructure the features of its P-12 data system to improve data accuracy, data system sustainability and functionality, and provide educators with enhanced access to data. This contract will ensure that those structural revisions take place, and in addition, will ensure that educators have access to standardized academic data, integrated and organized so that they can address the individual needs of students.

Thank you for your consideration.

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Richard Charlesworth	*Contact Phone:	615-476-3654
*Original Contract Number:	To be assigned by CPO	*Original RFS Number:	33150-00213
Edison Contract Number: *(if applicable)*	33150	Edison RFS Number: *(if applicable)*	n/a
*Original Contract Begin Date:	10/16/12	*Current End Date:	4/15/14
Current Request Amendment Number: *(if applicable)*		N/A	
Proposed Amendment Effective Date: *(if applicable)*		N/A	
*Department Submitting:		Education	
*Division:		Data and Communications / Technology	
*Date Submitted:		8/17/12	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:		N/A	
*Contract Vendor Name:		Double Line Partners	
*Current Maximum Liability:		$1,778,100.00	

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY:2013	FY:2014	FY:	FY:	FY	FY
$1,648,615.00	$129,485.00	$	$	$	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report)

FY:	FY:	FY:	FY:	FY	FY
$	$	$	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	

*Contract Funding Source/Amount:	State:	$0.00	Federal:	$1,778,100.00

Supplemental Documentation Required for Fiscal Review Committee

Interdepartmental:	$0.00	*Other*:	$0.00
If "*other*" please define:		N/A	

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)

Method of Original Award: (*if applicable*)	Non-Competitive
*What were the projected costs of the service for the entire term of the contract prior to contract award?	

Supplemental Documentation Required for Fiscal Review Committee

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

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

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

Deliverable description:	FY: 2013	FY: 2014	FY:	FY:	FY:
Discovery, Design, and Architecture	$348,600				
Stakeholder Engagement	$178,100				
Step I Implementation	$641,915	$129,485			
Step II and III Procurement Process	$480,000				
TOTAL	**$1,648,615**	**$128,485**			

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. Not applicable as this is a new contract.

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

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables. This vendor is the only organization with experience implementing the specific EdFi standards; therefore, cost comparisons were not able to be obtained.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Supplemental Documentation Required for Fiscal Review Committee

Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

OIR Pre-Approval Endorsement Request
E-Mail Transmittal

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

FROM : Kristen McKeever, Director of Contracts
E-mail : Kristen.McKeever@tn.gov

DATE : July 24, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS #	**33150-00213**
OIR Endorsement Signature & Date:	8/17/2012 Please see note below.
Chief Information Officer	

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.

Contracting Agency	**Education**
Agency Contact (name, phone, e-mail)	**Kristen McKeever, 532-8539, Kristen.McKeever@tn.gov**

Subject Procurement Document (mark one)

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

Information Systems Plan (ISP) Project Applicability

- ☐ Not Applicable to this Request
- ☒ Applicable– ISP Project# CAFTT01

Response Confirmed by IT Director/Staff (name): **Richard Charlesworth, CIO**

NOTE: According to the Department of Education, Double Line Partners is the only company to successfully complete a system according to the Ed-Fi platform. Therefore, Double Line may present a lower risk solution for the Department of Education and therefore could be in the best interest of the state. However, OIR can only endorse for technical merit; OIR cannot endorse the sole source nature of the contract by stating that this company is the only entity that could successfully deliver the application.

Applicable RFS # 33150-00213
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.) Restructure P-12 data system according to Ed-Fi education data standards

Non-Competitive 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@state.tn.us

APPROVED
CENTRAL P ROCUREMENT OFFICER

Request Tracking #	**33150–00213**
1. Contracting Agency	**Education**
2. Proposed Contractor	**Double Line Partners**
3. Proposed Contract Period – *with ALL options to extend exercised* ***The proposed contract start date shall follow the approval date of this request.***	**18 months**
4. Maximum Contract Cost – *with ALL options to extend exercised*	**$1,778,100.00**
5. Office for Information Resources Endorsement – *information technology (N/A to THDA)*	☐ **Not Applicable** ☒ **Attached**
6. eHealth Initiative Support – *health-related professional, pharmaceutical, laboratory, or imaging*	☒ **Not Applicable** ☐ **Attached**
7. Human Resources Support – *state employee training*	☒ **Not Applicable** ☐ **Attached**

8. Has the contracting agency bought the subject service before?

☐ **NO** ☒ **YES**, it was procured by...

☒ *RFP* ☐ *Another Competitive Method* ☐ *Non-Competitive Negotiation*

9. Service Description – *brief summary only – do NOT restate the proposed scope of service*

This contract will provide the Tennessee Department of Education (TNDOE) with a restructured P-12 data system built using the national Ed-Fi data standards as a foundation. This P-12 system aligned to the Ed-Fi platform will also utilize a common identity platform, master data management model, and a common surfacing platform. This restructured system will integrate data sources and provide universal data definitions. This system will also include a set of Ed-Fi educator dashboards for available for all educators statewide.

10. Explanation of Need for or Requirement Placed on the State to Acquire the Service

Tennessee committed in its Race to the Top application to revise its P-12 data system to provide enhanced opportunities for educators to access and use student data.

11. Name & Address of the Contractor's Principal Owner(s)
– NOT required for a TN state education institution

Michael & Susan Dell Foundation

PO Box 163867

Request Tracking #	33150–00213
Austin, TX 78716	

12. Evidence Contractor's Experience & Length Of Experience Providing the Service

Double Line Partners has been implementing the Ed-Fi standard and aligned educator dashboards for four years. They were involved in the development of the Ed-Fi standards and are the only vendor which has developed data systems based on this standard.

13. Efforts to Identify Reasonable, Competitive, Procurement Alternatives

By consulting national research on the implementation of educator dashboards, TNDOE became aware of the Ed-Fi standards. These standards provide the opportunity to integrate various data inputs and act as a universal translator of academic data. After determining that the Ed-Fi standard would best meet the P-12 data system needs, TNDOE researched other vendors and places that had implemented the Ed-Fi standard. Double Line Partners was the only vendor with experience in implementing these standards.

14. Justification – specifically explain why non-competitive negotiation is in the best interest of the state

Double Line Partners are uniquely situated to restructure the P-12 system according to the Ed-Fi data standards and tools. Developed through the Michael & Susan Dell Foundation by Double Line Partners, the Ed-Fi standard and accompanying educator dashboards act as a universal translator of academic data. Utilizing the Ed-Fi standards will allow Tennessee to integrate its data inputs and align the comprehensive P-12 data system to national standards. Double Line Partners is the only organization which has implemented data systems utilizing the Ed-Fi standard. Additionally, they are the only organization which has developed a set of educator dashboards utilizing the Ed-Fi standards.

Agency Head Signature and Date – *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*

7/30/12

CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
October 16, 2012	April 15, 2014	33150-00213	33150

Contractor Legal Entity Name	Edison Vendor ID
Double Line Partners	0000154296

Service Caption (one line only)

Restructure P-12 data system according to Ed-Fi education data standards

Subrecipient or Vendor	CFDA #
☐ Subrecipient ☒ Vendor	84.395

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	$0.00	$1,648,615.00	$0.00	$0.00	$1,648,615.00
2014	$0.00	$129,485.00	$0.00	$0.00	$129,485.00
TOTAL:	**$0.00**	**$1,778,100.00**	**$0.00**	**$0.00**	**$1,778,100.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☒ YES ☐ NO

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☐ Government ☒ NOT Minority/Disadvantaged

☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☐ RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
☐ Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
☒ Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
☐ Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

JFA 8-20-2012

Speed Chart (optional)	Account Code (optional)
ED00000689	Various

SUPPLEMENTAL SUMMARY SHEET

RFS Number	33150-00213
Edison ID	33150

Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2013	3315000000	ED00000689	114100	70803000	25000	EDRTTTSTLNGDS11	84.395	$25,000
2013	3315000000	ED00000689	114100	70899000	25000	EDRTTTSTLNGDS11	84.395	$1,623,615
2014	3315000000	ED00000689	114100	70803000	25000	EDRTTTSTLNGDS11	84.395	$25,000.00
2014	3315000000	ED00000689	114100	70899000	25000	EDRTTTSTLNGDS11	84.395	$104,485
TOTAL								$1,778,100

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
DOUBLE LINE PARTNERS

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the 'State" and Double Line Partners, hereinafter referred to as the "Contractor," is for the provision of restructure the P-12 data system according to Ed-Fi education data standards, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Corporation.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 0000154296

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. Definitions:

a. P-12 data system – the state data warehouse and accompanying systems that collect essential data elements for students in pre-kindergarten through 12th grade, including but not limited to assessment data, enrollment information, graduation data, and teacher-student matching functions.
b. Common Education Data Standards (CEDS) – a specified set of the most commonly used education data elements to support the effective exchange of data within and across states, as students transition between educational sectors and levels, and for federal reporting developed by the National Center for Education Statistics.
c. Ed-Fi – an open, XML-based, and CEDS-aligned data standard that integrates information from a broad range of existing data sources so it can be sifted, analyzed and put to use.
d. Student Performance Dashboards – A set of educator tools that provide teachers, administrators, and other district personnel with student academic and performance data to assist in progress monitoring student progress and outcomes.
e. PARCC - a 24-state consortium working together to develop next-generation K-12 assessments in English and math.

A.3. The Contractor shall provide a restructured P-12 data system that utilizes the Ed-Fi data standards aligned to the Common Education Data Standards (CEDS). The Contractor shall leverage existing Ed-Fi assets, including the Student Performance Dashboards; leverage future capabilities to support Common Core State Standards and PARCC assessment; host the new data system in a secure cloud environment; migrate the data system to a new service-oriented architecture (SOA) approach that unifies user access to applications; integrate the OtisEd data warehouse solution; transform the data interfaces from school districts to a transactional update system that updates the state system no less than once a day; conduct an iterative pilot development process.

A.4. System Components. The Contractor shall develop the data system to include the following components:

a. Identity Management System that provides single sign-on for all State applications and supports a federated approach to managing user roles and privileges.

b. Master Data Management that supports the unification of data from local education agencies (LEAs) into an operational data store and data warehouse.

c. User Interface Surfacing layer providing portal, security, and data access services for applications to plug into and to support the cost-effective development of new applications and features.

d. Secure cloud-based hosting of the entire infrastructure. Cloud solution shall meet the following minimum requirements:

(1) Availability greater than 99 percent with financially backed service level agreements.
(2) Recoverability (business continuity) n + 1 redundancy on all components. Availability of multi-regional fail over.
(3) Performance must have direct connection to the Internet2 backbone.

e. A.4.a-d shall comply with best practices for secure application development as defined in ISO/IEC 27000 series.

A.5. The Contractor shall implement the system components outlined in A.4. (as depicted in Attachment 1) in the following three steps:

a. Step I: Stand Up the Ed-Fi Operational Data Store (ODS) in the Cloud. During this phase the Contractor shall customize the Ed-Fi student performance dashboards that are licensed from the Michael & Susan Dell Foundation; develop a batch overnight interface to a Student Information System (SIS) and Human Resources (HR) system for a set of pilot LEAs using the Ed-Fi XML interchanges. Pilot development shall be conducted on an iterative and ongoing basis. Dashboards shall utilize existing Lightweight Directory Access Protocol (LDAP) directory for authentication, while the system will be hosted in a secure cloud.

b. Step II: Solidify the Identity and Master Data Management Layers in the Cloud. During this phase the Contractor shall acquire, configure, and integrate the identity management layer with the dashboard data store. The Master Data Management layer will be solidified as follows:

(1) Ed-Fi web services will wrap the Ed-Fi operational data store to accept transactional updates from SIS and HR systems;
(2) The ODS will load the longitudinal data warehouse based upon the OtisEd product; a metadata management tool will be acquired and integrated.

c. Step III: Integrate the Surfacing Layer in the Cloud. The Contractor shall introduce an application data layer into the Master Data Management Layer and ensure that the Dashboard Data Store will be generalized to support a broader set of Key Performance Indicators (KPIs). The Contractor shall acquire a User Interface Surfacing Layer that will be configured as follows:

(1) Basic services will provide security and portal services;
(2) An initial set of tools and parts will be acquired/developed to compose new applications;
(3) The dashboard application will be integrated to work within the portal.

A.6. The Contractor shall complete a Discovery, Design, and Architecture Phase which includes the following milestones and deliverables:

a. Determine Scope: The Contractor shall delineate the scope for the project by clearly indicating those functions and interfaces that are included within the scope. In addition this milestone will determine overall objectives, prioritized capabilities or improvements, timeline and major milestone requirements, budgetary and other constraints, architectural directions and constraints, standards of conventions, and measures of success. The deliverable for this milestone will be a Scope Document.

b. Deep Dive on Current Systems and Processes: The Contractor shall perform detailed investigations into existing systems and processes at both the State and LEA levels that are within the defined scope and/or are interfaces. The analysis will focus on the following facets:

(1) Stakeholder roles and use cases;
(2) Business processes;
(3) Data requirements, schemas, and interchanges;
(4) Current computing and network topologies.

The deliverable for this milestone will be documentation of the current systems and processes added as an appendix to the Scope Document and will serve as the baseline requirements for the next generation data system.

c. Develop Strawman System Architecture: The Contractor shall convene a JAD (Joint Application Design) session to develop a strawman cloud-based architecture that meets the requirements and constraints. The deliverable of the JAD will be set of architectural diagrams and associated descriptions organized in a presentation.

d. Engage Vendor and Industry Experts: The Contractor shall engage industry experts to solidify design details, identify technical issues or constraints, gather budgetary pricing, and refine the overall architectural approach. Expert consultants will be engaged in a number of areas that include: Government Cloud Offering, Azure, Comprehensive Identity Management Platform, Cloud Security and Risk Assessment, OtisEd Data Warehouse product, Metadata management tools, and robust collaboration, workflow and application surfacing platform. The Contractor shall identify appropriate experts, establish the objectives to be met with each, and arrange an on-site demonstration and technical working session at the State. Following each session, follow-ups with the expert consultants will be accomplished and key decisions, issues, and risks documented.

e. Document System Design and Project Plan: The Contractor shall document the system architecture, specifically identifying technology decisions where appropriate and identifying those areas left open for later determination. A phased, multi-year project plan will be developed, identifying specific work packages to be performed or procured, based upon the phased approach recommended by the JAD session and meeting the overall requirements and constraints specified in the Scope Document. A formal review will be held with the State personnel and designated stakeholders. The deliverables for this milestone will be a system architecture document, project plan, and proposed work package.

A.7. The Contractor shall complete a stakeholder engagement phase. This phase shall include three stakeholder convenings with approximately 75-100 educator participants for each to provide feedback on specific system features and functionalities. Following stakeholder convenings, the Contractor shall develop new draft dashboards/wireframes with refined content and functionality to be further vetted by stakeholders. The deliverables for this milestone shall include initial wireframes and materials for stakeholder workshops; summary of stakeholder feedback; final wireframes including stakeholder feedback; dashboard security design and requirements.

A.8. The Contractor shall implement Step I as articulated in section A.5. with the following milestones and deliverables. The deliverables associated with this task are the metrics ETL packages and the customized source code.

a. Customization of Dashboards. The Contractor shall customize the student performance dashboards based upon the updated wireframes resulting from the stakeholder engagements. This customization includes the following activities:

(1) Modify the metrics ETL (Extract Transform, and Load) packages for existing metrics whose semantics or business rules change;
(2) Develop new metrics ETL packages for new metrics;
(3) Modify the dashboard .NET code to reflect desired changes in visualizations;
(4) Develop new dashboard code where there are new drill-downs or new visualizations.

b. Develop the ETL Interfaces. The Contractor shall collaborate with local data specialists in pilot LEAs to analyze the various data sources, accomplishing the following activities:

(1) Compile a unified list of Ed-Fi data requirements, identifying any additional data requirements not part of Ed-Fi;
(2) Map the source data inventory to the extended Ed-Fi data requirements list;
(3) Represent the relevant code tables (enumerations) to Ed-Fi *descriptors*, mapping to standard enumerations when required by the dashboards;
(4) Define the specific XML interchanges and with extensions to accommodate the additional data requirements;
(5) Extend the Ed-Fi normalized ODS schema to accommodate additional data requirements.

Building upon the data source mappings, the Contractor shall develop ETL packages to move data from the designated sources to the Ed-Fi database that powers the dashboard via XML interchanges. The activities associated with this task are as follows: define the various interchanges based upon the periodicity of the data at the sources and determine the interdependencies of the ETL packages. For each ETL package, develop test data the Contractor shall incrementally develop and test the ETL packages based upon the interdependency graph and develop the execution script to process the ETL packages in the proper order. The deliverables associated with this task are the data mappings, the ETL packages, their test data and execution script.

c. Host and Test the Operational Data Store and Dashboard System (ODS). The Contractor shall work with the State to select an appropriate Government Cloud vendor that meets the elasticity, scaling and security requirements. Once selected, the Contractor shall host the ODS and Dashboard application, as follows:

(1) Setup and configure the host computing resources to host the Ed-Fi normalized data store and to run the ETL packages and establish secure connections to source systems
(2) Setup and configure the host computing resources to host the dashboard application database and to run the ETL packages that compute the metrics for the dashboards
(3) Integrate the dashboard application into the host security infrastructure and define privileges for the various classes of users
(4) Setup and configure the host computing resources to run the web-based dashboard application over https
(5) Run dashboard loading tests and configure the appropriate amounts of cloud resources to meet demands
(6) Test the dashboard application from its cloud configuration
(7) Optimize and tune the dashboard application, as necessary for efficient operation within the hosting environment

The deliverable for this task are the operational ODS and dashboard application.

d. Support Pilot LEAs. The Contractor shall support the onboarding of pilot LEAs as follows:

(1) Meet with LEA executives to discuss the dashboard onboarding process
(2) Meet with LEA IT security representatives to properly interface to their LDAP directory
(3) Assist in planning activities with the districts, identifying the demands for their resources during the process
(4) Establish a web site for dashboard training, videos, and other resources
(5) Provide training for district data stewards, who will be the local expert resource to address data anomalies
(6) Provide end-user training to educators

The deliverables for this task are training materials and resources.

A.9. Step II and III Procurement. The Contractor shall develop RFP(s) based upon the work packages developed in the Discovery, Design and Architecture phase for the full scale implementation of the next generation cloud based education data system. The use of competitive RFP(s) to

implement the majority of the work coming out of the design phase will ensure that the state can get the most competitive responses and prices from the pool of qualified vendors.

a. The Contractor shall develop the RFP with significant input from the State to ensure that overall objectives and requirements are being met and that the competitive procurement activities performed by the Contractor meet State standards and regulations. The RFP(s) will be constructed as a "not-to-exceed" time and materials contract.

b. Each RFP will be formally reviewed with the State prior to release scheduled for February 2013. The RFPs will be advertised, bidders' conference held as appropriate, and proposal responses received. The proposals will be reviewed by a committee of experts from the Contractor and the State. The committee will make selection recommendations pending final state approval. Awards are expected by May 2013.

A.10. Step II and III Implementation. The Contractor shall oversee contractors and suppliers in the implementation of Step II: Solidification of the Identity and Master Data Management Layers in the Cloud and Step III: Integration of Surfacing Layer in the Cloud.

A.11. The Contractor shall provide weekly updates to the state's project manager and other project management structures as determined by the state's Chief Information Officer.

A.12. The Contractor shall submit a monthly budget summary during a meeting or conference call. A hard copy shall be submitted only if requested by the State.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning October 16, 2012, and ending on April 15, 2014. 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.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million seven hundred seventy-eight thousand one hundred dollars and no cents ($1,778,100.00). 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:

Service Description	Onsite Hours	Onsite Rate	Offsite Hours	Offsite Rate	Total Amount (per compensable increment)
A.6. Discovery, Design, and Architecture					**$348,600**
Project Manager	48	$225	272	$150	$51,600
Determine Scope	80	$250	80	$175	$34,000
Deep Dive on Current System and Processes	80	$250	80	$175	$34,000
Develop Strawman Architecture	120	$250	200	$175	$65,000
Engage Vendor and Industry Experts	320	$300	0	n/a	$96,000
Document System Design and Project Plan	160	$250	160	$175	$68,000
A.7.Stakeholder Engagement					**$178,100**
Project Sponsor	32	$260	48	$185	$17,200
Develop Wireframes and Stakeholder Materials	24	$200	136	$125	$21,800
Conduct Stakeholder Sessions	450	$210	0	n/a	$94,500
Revise Wireframes	0	n/a	80	$125	$10,000
Summarize Findings	16	$200	24	$125	$6,200
Define Security Requirements	32	$250	88	$175	$23,400
Project Administrator	0	n/a	100	$50	$5,000
A.8. Step I Implementation					**$771,400**
Project Manager	48	$225	392	$150	$69,600
Technical Lead	48	$250	752	$175	$143,600
Customize the Dashboards	0	n/a	720	$125	$90,000
Develop ETL interfaces	0	n/a	1440	$125	$180,000
Host and Test the ODS and Dashboard System	48	$200	1312	$125	$173,600
Support Pilot Districts	128	$200	712	$125	$114,600
A.9. Step II and III Procurement Process					**$480,000**
Project Manager	48	$225	192	$150	$39,600
Project Sponsor	48	$260	72	$185	$25,800
Develop technical work packages, bidders conference	120	$250	440	$175	$107,000
Develop RFP(s), bidders conference	96	$225	384	$150	$79,200
Evaluate technical proposals	144	$250	616	$175	$143,800

Evaluate responses and award	48	$225	432	$150	$75,600
Project Administrator	0	n/a	180	$50	$9,000

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 monthly, with all necessary supporting documentation, to:

Richard Charlesworth, CIO
Department of Education
710 James Robertson Pkwy.
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: TNDOE / Data and Communications & Technology
(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 2, 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:

Richard Charlesworth, CIO
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Richard.charlesworth@tn.gov
Telephone # 615-476-3654
FAX # 615-532-8536

The Contractor:

Zeynep Young, CEO
Double Line Partners, LLC
P.O. Box 29894
Austin TX 78755 USA
zeynep@doublelinepartners.com
Telephone # 512-785-5732

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. 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.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.

E.7. 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 Education, for such decision and non-competitive procurement.

E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.11. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual

provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

E.12. 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/, 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/.

c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at 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, 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.12. "Federal Economic Stimulus Funding."

E.13. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

DOUBLE LINE PARTNERS:

Z. Young 9/21/2012

CONTRACTOR SIGNATURE **DATE**

Zeynep Young, CEO

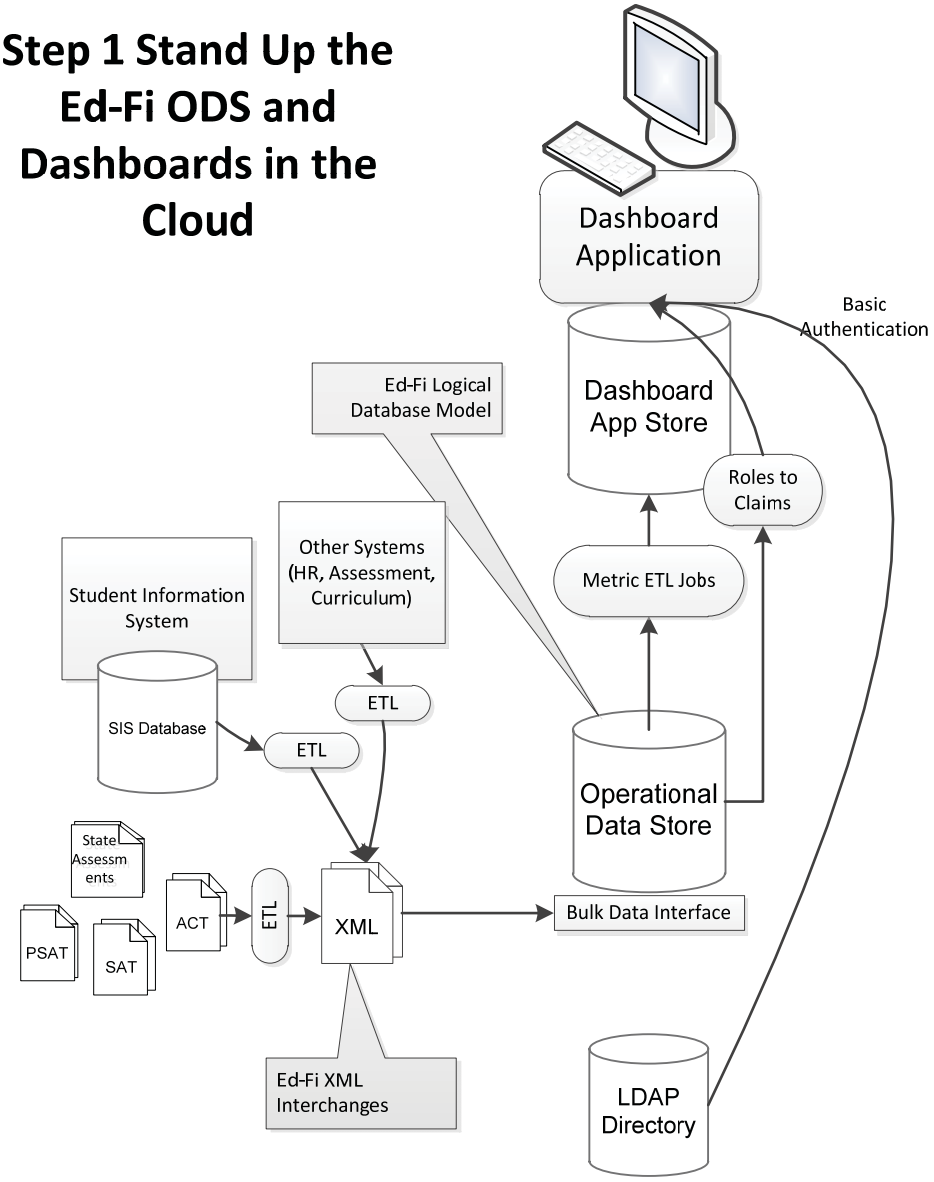
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

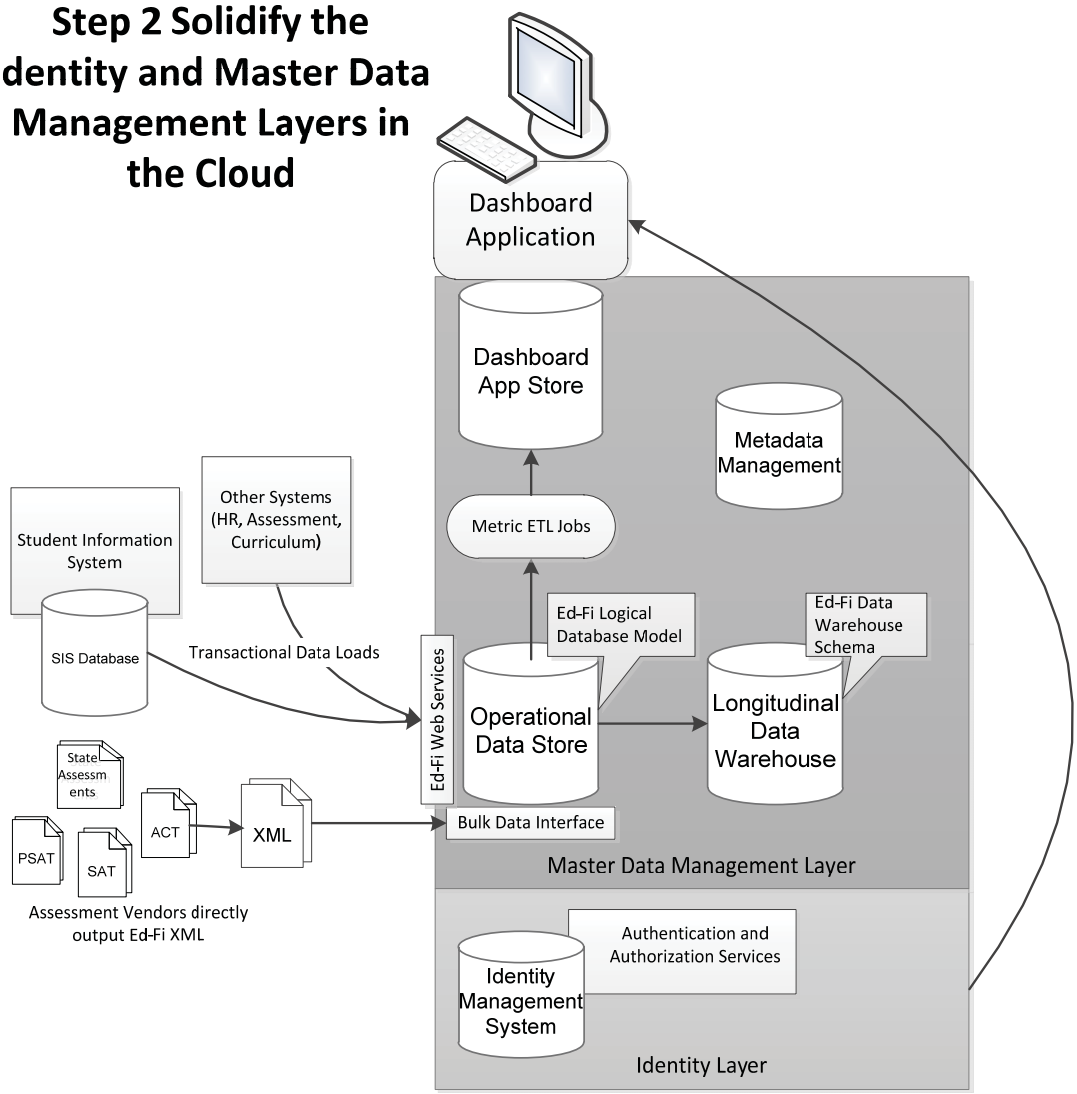
Kevin Huffman 9/24/12

KEVIN HUFFMAN, COMMISSIONER **DATE**

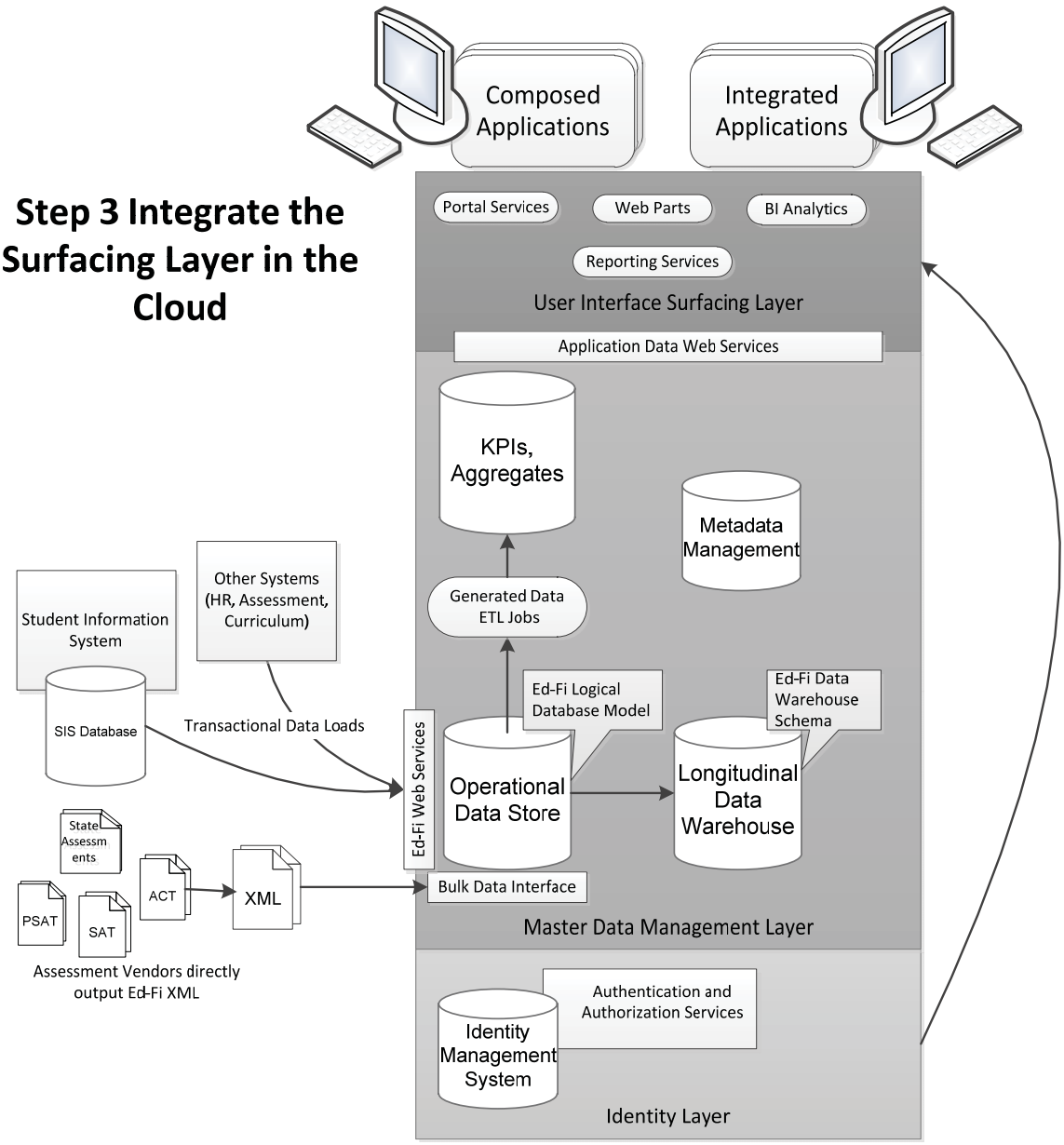
Step 1 Stand Up the Ed-Fi ODS and Dashboards in the Cloud



Step 2 Solidify the Identity and Master Data Management Layers in the Cloud



Step 3 Integrate the Surfacing Layer in the Cloud



ATTACHMENT 2

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	33150
CONTRACTOR LEGAL ENTITY NAME:	Double Line Partners
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	45-2584341

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.

Z. Young

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.

Zeynep Young, CEO

PRINTED NAME AND TITLE OF SIGNATORY

9/21/2012

DATE OF ATTESTATION