

CONTRACT # 7
RFS # 331.50-01011
FA # 12-36810
Edison # 25281

Department of Education

VENDOR:
Nashville Public Television, 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 ^{KH's}

DATE: February 28, 2013

RE: Request to appear before the fiscal review committee regarding non-competitive contract amendment for agency tracking # 33150-01011

The Department of Education (TDOE) is requesting to amend its contract with Nashville Public Television (NPT) to update the scope of services to better align TDOE's strategic plan and current needs. The state named NPT in its Race to the Top grant application and subsequently contracted with them to provide several online supports for teachers across the state. Over the past two years, the state worked to execute the contract and begin the work outlined. In that time, the state developed a strategic plan and revised its strategy for preparing teachers for the common core state standards. As a result of the time it took to execute the contract and the state's new approach to teacher support on the common core, TDOE has determined, with NPT that it will not be able to utilize all of the services in the contract for in the time that remains in the state's Race to the Top grant.

The contract the state entered into with NPT was a required part of the Race to the Top grant awarded to the state by the U.S. Department of Education and the state has received approval from them to make this reduction in the contract and to reallocate the resources to support the state's common core training efforts for teachers. These resources will still be used to support teacher professional development, just in a different way. The state believes that, at this juncture, this is the most strategic use of these resources and will make a significant impact on teacher readiness for the common core, and ultimately student success with the new standards and assessments.

Thank you for your consideration.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Meghan Curran	*Contact Phone	532-0611		
*Original Contract Number:	FA1236810	*Original RFS Number:	33150-01011		
Edison Contract Number: <i>(if applicable)</i>	25281	Edison RFS Number: <i>(if applicable)</i>	33150-01011		
*Original Contract Begin Date:	October 1, 2011	*Current End Date:	June 30, 2014		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	May 1, 2013				
*Department Submitting:	Education				
*Division:	First to the Top				
*Date Submitted:	February 28, 2013				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Nashville Public Television, Inc.				
*Current Maximum Liability:	\$4,621,009.96				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2012	FY:2013	FY:2014			
\$1,538,329.03	\$1,547,869.03	\$1,534,811.90			
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2012	FY:2013	FY:2014	FY:	FY	FY
\$196,573.50	\$123,333.50	\$0.00	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		The contract allocation for FY 2012 was greater than actual expenditures because the production of the work got off to a slower start than expected. The state has received approval from the US Department of Education to roll unspent funds into later years.			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		The contract allocation for FY 2012 was greater than actual expenditures because the production of the work got off to a slower start than expected. The state has received approval from the US Department of Education to roll unspent funds into later years.			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			
*Contract Funding Source/Amount:	State:	\$0.00	Federal:	\$4,621,009.96	
Interdepartmental:		\$0.00	Other:	\$0.00	
If "other" please define:			N/A		
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>			
N/A		N/A			
Method of Original Award: <i>(if applicable)</i>			N/A		
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$4,621,010.00		

Supplemental Documentation Required for
Fiscal Review Committee

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

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

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

Deliverable description:	FY 2012	FY 2013	FY 2014	TOTAL
Facilitate communications, develop protocols, and submit report	48,333.50	145,000.50	96,667.00	290,001.00
Link TeacherLine website & PBS DLL on Tnelc.org	1,000.00	0.00	0.00	1,000.00
Align existing CLOs	0.00	0.00	0.00	0.00
Electronic Report	0.00	0.00	0.00	0.00
Development & alignment of 250 CLOs	72,240.00	740,460.00	692,300.00	1,505,000.00
Technical support workshops	0.00	0.00	0.00	0.00
TeacherLine Courses	0.00	0.00	0.00	0.00
Accountability Plan Report	0.00	0.00	0.00	0.00
TeacherLine Completion Data & DLL User Reports	0.00	0.00	0.00	0.00
Integrate DLL to State Portal and provide annual access & maintenance	75,000.00	225,000.00	150,000.00	450,000.00
TOTAL:	\$196,573.50	\$1,110,460.50	\$938,967.00	\$2,246,001.00

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

Deliverable description:	FY:2012	FY:2013	FY:2014	TOTAL
Facilitate communications, develop protocols, and submit report	-48,333.5	+48,333.50	0.00	0.00
Link TeacherLine website & PBS DLL on Tnelc.org	0.00	0.00	0.00	0.00
Align existing CLOs	-10,000.00	-10,000.00	-10,000.00	-30,000.00
Electronic Report	-500.00	0.00	0.00	-500.00
Development & alignment of 250 CLOs	-927,080.00	-258,860.00	-319,060.00	-1,505,000.00
Technical support workshops	-79,467.42	-79,467.42	-79,467.42	-238,402.26
TeacherLine Courses	0.00	-300,053.35	-300,053.35	-600,106.70
Accountability Plan Report	-1,000.00	0.00	0.00	-1,000.00
TeacherLine Completion Data & DLL User Reports	0.00	0.00	0.00	0.00
Integrate DLL to State Portal	0.00	0.00	0.00	0.00

Supplemental Documentation Required for
Fiscal Review Committee

and provide annual access & maintenance				
TOTAL:	-638,960.92	-840,847.27	-895,200.77	-2,375,008.96
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.				
No other vendors can provide this service.				

TN_PU_CN021 - Payments against a Contract

Edison Contract ID:

Fiscal Year:

[View Results](#)

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

View All

First  1-3 of 3  Last

	Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
1	33101	25166.750	0000000000000000000000000025281	0000077647	Nashville Public Television	DFA	0000029612	00149897	WNPT 01	01/20/2012	2012
2	33101	60200.000	0000000000000000000000000025281	0000077647	Nashville Public Television	DFA	0000034121	00172976	WNPT- 03	07/06/2012	2012
3	33101	111206.750	0000000000000000000000000025281	0000077647	Nashville Public Television	DFA	0000032275	00162762	WNPT- 02B	04/23/2012	2012

TN_PU_CN021 - Payments against a Contract

Edison Contract ID:

Fiscal Year:

[View Results](#)

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

View All

First Last

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
1 33101	12040.000	0000000000000000000000000025281	0000077647	Nashville Public Television	DFA	0000036501	00183366	WNPT-05	10/15/2012	2013
2 33101	24080.000	0000000000000000000000000025281	0000077647	Nashville Public Television	DFA	0000038099	00194317	WNPT-07	01/11/2013	2013
3 33101	36206.750	0000000000000000000000000025281	0000077647	Nashville Public Television	DFA	0000034452	00174510	WNPT-04	07/26/2012	2013
4 33101	99166.750	0000000000000000000000000025281	0000077647	Nashville Public Television	DFA	0000037685	00190611	WNPT-06	12/06/2012	2013



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 : March 12, 2013

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 33150-01011

OIR Endorsement Signature & Date:

Mark Benzlyga
Chief Information Officer

3/12/13

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

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

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

Contracting Agency	Education
Agency Contact (name, phone, e-mail)	Barbara Denson, 532-4747, Barbara.Denson@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	Kristen McKeever (based on not needing one for the original contract)
<input type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name):	

Applicable RFS # 33150-01011

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.)

Provide access to web-based Digital Learning Library

Non-Competitive Amendment Request

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

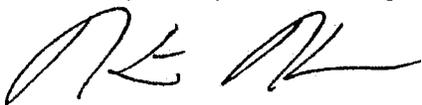
Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

SA

APPROVED

CENTRAL PROCUREMENT OFFICER

Request Tracking #	33150-01011	
1. Procuring Agency	Education	
2. Contractor	Nashville Public Television	
3. Contract #	FA1236810	
4. Proposed Amendment #	1	
5. Edison ID #	25281	
6. Contract Begin Date	October 1, 2011	
7. Current Contract End Date <i>- with ALL options to extend exercised</i>	June 30, 2014	
8. Proposed Contract End Date <i>- with ALL options to extend exercised</i>	June 30, 2014	
9. Current Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$4,621,009.96	
10. Proposed Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$2,246,001.00	
11. Office for Information Resources Endorsement <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment		
<p>The Department of Education (department) has determined that it will not be able to request or use all of the services in this contract before the end of the First to the Top (FTTT) grant period. In addition, with the department's revised common core transition plan, some of the services originally written into this contract are no longer relevant. In order to make use of the funds in this contract before the end of the grant, the department must reduce some of the services.</p>		
15. Name & Address of the Contractor's Principal Owner(s)		

Request Tracking #	33150-01011
<p>– <i>NOT required for a TN state education institution</i></p> <p>JoAnn Scalf, Director of Education Nashville Public Television, Inc. 161 Rains Avenue Nashville, TN 37203</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Nashville Public Television (NPT), along with all of the Tennessee Public Broadcasting Stations (PBS), has long been recognized as a leader in the development of educational products and resources for parents, students and teachers. They have an excellent track record of producing high-quality learning materials in a variety of mediums.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>At the time of the Race to the Top application, the department surveyed the field of experts capable of providing the digital learning objects outlined in the contract and found that NPT, working with the other PBS affiliates across the state, was the only organization with the experience, expertise, and production capability to produce this volume and type of work.</p>	
<p>18. Justification – specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>NPT was specifically named in the Race to the Top grant application to provide these services. As such, acceptance of the application by the United States Department of Education and subsequent funding as a result required that we contract with NPT to serve as the fiduciary agent for the PBS stations across the state. In addition, the PBS stations remain best positioned to produce the deliverables of the contract as a result of their previous experience and work in education and teacher support. Production on the deliverables requested is already underway; this amendment just serves to scale back on the quantity of the deliverable.</p>	
<p>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</p> <p style="text-align: center;"> 2/25/13</p>	



CONTRACT AMENDMENT

Agency Tracking # 33150-01011	Edison ID 25281	Contract # FA1236810	Amendment # 1		
Contractor Legal Entity Name Nashville Public Television			Edison Vendor ID 0000077647		
Amendment Purpose & Effect(s) Revise scope and payment methodology and decrease maximum liability.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			(\$2,375,008.96)		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	\$0.00	\$196,573.50	\$0.00	\$0.00	\$196,573.50
2013	\$0.00	\$1,110,460.50	\$0.00	\$0.00	\$1,110,460.50
2014	\$0.00	\$938,967.00	\$0.00	\$0.00	\$938,967.00
TOTAL:	\$0.00	\$2,246,001.00	\$0.00	\$0.00	\$2,246,001.00
American Recovery and Reinvestment Act (ARRA) Funding: <input checked="" type="checkbox"/> YES <input type="checkbox"/> 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.					
Speed Chart (optional) None	Account Code (optional) Various				

**AMENDMENT 1
OF CONTRACT FA1236810**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Nashville Public Television, 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. Contract section A.2.a is deleted in its entirety and replaced with the following:
 - a. Customized Learning Object (CLOs)- An online digital media file, including but not limited to audio, video, interactive, image, worksheet and document files, which will be developed by the six (6) Tennessee Public Broadcasting Station (TNPBS) during the term of this contract to Common Core Standards specifications and is stored in and accessed by users via the PBS LearningMedia. All CLOs developed will be written in HTML5 and will become the sole property of the State.

2. Contract section A.2.f is deleted in its entirety and subsequent sections are renumbered accordingly.

3. Contract section A.3 is deleted in its entirety and replaced with the following:
 - A.3. The Contractor shall facilitate communication and coordination of meetings with the State, PBS, and the Tennessee Public Broadcasting Stations (TNPBS) to collaboratively develop protocols for CLO development. The State lead station and the CLO Lead station shall submit to the state an annual report to include information about PBS LearningMedia usage, as well as the status of development for all commissioned CLOs.

4. Contract section A.4 is deleted in its entirety and replaced with the following:
 - A.4. The Contractor shall work with the State to establish a link to the PBS LearningMedia on the Tennessee Electronic Learning Center (ELC) by October 1, 2011.

5. Contract section A.5 is deleted in its entirety and all subsequent sections are renumbered accordingly.

6. Contract section A.6 is deleted in its entirety and replaced with the following:
 - A.5. The Contractor shall develop a maximum of 109 CLOs for teacher professional development as directed by the state. Once complete, the Contractor shall submit the CLOs for review and approval to the State including content, design and technology implementation, and prior to posting on the PBS LearningMedia. All CLOs will become sole property of the State.

7. Contract sections A.7, A.8, and A.9 are deleted in their entirety and all subsequent sections are renumbered accordingly.

8. 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 two hundred forty-six thousand one dollar and no cents (\$2,246,001.00). 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.

9. 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:

Service Description	Amount (per compensable increment)	Maximum Liability
Facilitate communication, develop protocols, and submit an annual report to the state (A.3.)	\$99,667.00/per year upon completion	\$290,001.00
Link PBS LearningMedia on TNelc.org (A.4.)	\$1,000.00/upon completion	\$1,000.00
Development of 109 CLOs as directed by the State (A.5.)	\$14,000.00/upon completion of each	\$1,505,000.00
Provide access to the PBS LearningMedia site for all teachers in the state, and perform yearly site maintenance (A.6.)	\$150,000/per year	\$450,000.00

10. Contract section C.5 is deleted in its entirety and replaced with the following:

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Barbara Denson, Division of Curriculum & Instruction
Tennessee Department of Education
710 James Robertson Parkway, 5th Floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Education / Curriculum & Instruction
 - (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.

11. 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:

Barbara Denson, Division of Curriculum & Instruction
 Tennessee Department of Education
 710 James Robertson Parkway
 5th Floor, Andrew Johnson Tower
 Nashville, TN 37243
 Barbara.Denson@tn.gov
 Telephone # (615) 532-4747
 FAX # (615) 532-6279

The Contractor:

JoAnn Scalf, Director of Education
 Nashville Public Television, Inc.
 161 Rains Avenue
 Nashville, TN 37203
 jscalf@wnpt.net
 Telephone # (615) 259-9325
 FAX # (615) 248-6120

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

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 May 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

NASHVILLE PUBLIC TELEVISION:

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*

M E M O R A N D U M

TO: The Honorable Mark Emkes, Commissioner
 Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee
 Curtis Johnson, Vice-Chairman, Fiscal Review Committee

DATE: August 24, 2011

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 8/23/11)

BK *CJ*

RFS# 331.50-01011 (Edison # 25281)
Department: Education
Vendor: Nashville Public Television (NPT), Inc.
Summary: The proposed contract is for the provision of teacher access to the web-based digital learning library and TeacherLine courses. The contract has a term beginning October 1, 2011, and ending June 30, 2014.
Proposed maximum liability: \$4,621,010

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

cc: The Honorable Kevin Huffman, Commissioner
 Ms. Jessica Robertson, Chief Procurement Officer
 Mr. Robert Barlow, Director, Office of Contracts Review



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

TO: James White, Executive Director, Fiscal Review Committee

FROM: Kevin Huffman, Commissioner *KH/PS*

DATE: July 5, 2011

RE: Request to appear before fiscal review committee regarding non-competitive contract request
RFS # 33150-01011

Please consider the enclosed request for non-competitive contract with Nashville Public Television, Inc. (NPT) to provide resources for education professionals to align with the goals of the Race to the Top initiative. These resources include:

- (1) Access to the Digital Learning Library (DLL), the Public Television Services (PBS) proprietary online public media system-wide repository of digital media learning objects, including videos, images, interactives, audios and documents. The PBS Digital Learning Library content will be easily searchable, tagged and correlated to state education standards.
- (2) TeacherLine courses that are standards-based graduate level courses for teachers in professional development in an online format. These courses are facilitated, flexible and collaborative. Teachers may earn graduate credit, professional development points, or continuing education unit credits. These courses bring resources and strategies directly to the teachers to increase teacher effectiveness and improve student achievement.
- (3) Development of customized learning objects (CLOs). CLOs are online digital media files, including but not limited to audio, video, interactive, image, worksheet and document files, which will be developed by Tennessee Public Broadcasting Station (TNPBS) during the term of this contract to State Standards and Common Core Standards specifications and is stored in and accessed by users via the Digital Learning Library.

NPT was specifically named in the Race to the Top grant application to provide these services to assist Tennessee in achieving the outcomes set forth by the grant award. As such, acceptance of the application by the United States Department of Education and subsequent funding as a result required that we use NPT for these services. Failure to do so could constitute non-compliance with the award terms and risk forfeiture of the grant.

The state surveyed the field of education providers to determine if any other contractor could provide the services required and found that NPT was the only organization with the requisite expertise to fulfill the state objectives. NPT will coordinate the services among the six local affiliates and the national PBS with the state. Tennessee teachers will have access to the DLL, TeacherLine courses, and CLOs to meet their needs in both content and pedagogy to support them in becoming more effective in improving student achievement.

Thank you for your consideration.

KH: km

cc: Kristen McKeever, Director of Contracts
Karen Moody, Director of Teacher Quality

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Karen Moody	*Contact Phone	615.253.3602		
*Original Contract Number:	To be assigned by OCR	*Original RFS Number:	33150-01011		
Edison Contract Number: <i>(if applicable)</i>	25281	Edison RFS Number: <i>(if applicable)</i>	33150-01011		
*Original Contract Begin Date:	October 1, 2011	*Current End Date:	June 30, 2014		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Department of Education				
*Division:	LEA Support and Improvement				
*Date Submitted:	July 6, 2011				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Nashville Public Television, Inc.				
*Current Maximum Liability:	\$4,621,009.96				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2012	FY:2013	FY:2014			
\$1,538,329.03	\$1,547,869.03	\$1,534,811.90			
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY:2011	FY:	FY:	FY:	FY	FY
\$ 0	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			
*Contract Funding Source/Amount:	State:	\$0.00	Federal:	\$4,621,009.96	
Interdepartmental:		\$0.00	Other:	\$0.00	
If "other" please define:			N/A		
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A			N/A		
Method of Original Award: <i>(if applicable)</i>			N/A		
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$4,621,010.00		

Supplemental Documentation Required for Fiscal Review Committee

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

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

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

Deliverable description:	FY 2012	FY 2013	FY 2014	TOTAL
Facilitate communications, develop protocols, and submit report	\$96,667.00	\$96,667.00	\$96,667.00	\$290,001.00
Link TeacherLine website & PBS DLL on Tnelc.org	\$1,000.00	0.00	0.00	\$1,000.00
Align existing CLOs	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
Electronic Report	\$500.00	0.00	0.00	\$500.00
Development & alignment of 250 CLOs	\$999,320.00	\$1,011,360.00	\$999,320.00	\$3,010,000.00
Technical support workshops	\$79,467.42	\$79,467.42	\$79,467.42	\$238,402.26
TeacherLine Courses	\$200,374.61	\$200,374.61	\$199,357.48	\$600,106.70
Accountability Plan Report	\$1,000.00	0.00	0.00	\$1,000.00
TeacherLine Completion Data & DLL User Reports	0.00	0.00	0.00	\$0.00
Integrate DLL to State Portal and provide annual access & maintenance	\$150,000.00	\$150,000.00	\$150,000.00	\$450,000.00
TOTAL:	\$1,538,329.03	\$1,547,869.03	\$1,534,811.90	\$4,621,009.96

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

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

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.

No other vendors can provide this service.



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
ONLY upon favorable FRC recommendation

Mark A Embrey 25-Jul-2011

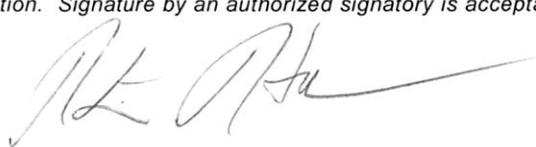
COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33150-01011	
1. Contracting Agency	Education	
2. Proposed Contractor	Nashville Public Television (NPT)	
3. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	60 months	
4. Maximum Contract Cost – with ALL options to extend exercised	\$ 4,621,010.00	
5. Office for Information Resources Endorsement – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
6. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
7. Human Resources Support – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
8. Has the contracting agency bought the subject service before?		
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input type="checkbox"/> Non-Competitive Negotiation		
9. Service Description – brief <u>summary</u> only – do NOT restate the proposed scope of service		
<p>Provide digital resources designed specifically for teachers through the NPT distribution network. The Digital Learning Library (DLL) provides teachers with a collection of thousands of high-quality digital media resources including videos, images, animations, simulations and other instructional resources. The TeacherLine courses designed for Early Literacy and Middle School math will be also be offered. NPT will develop Customized Learning Objects (CLOs) which are additional education resources for the transition to and implementation of the Common Core Standards. These will include multi-media, video, audio, podcasts, documents, and other resources to support teacher effectiveness and improve student achievement.</p>		
10. Explanation of Need for or Requirement Placed on the State to Acquire the Service		
<p>The service will assist Tennessee in achieving the outcomes set forth by Tennessee's Race to the Top grant award. The digital resources with support teachers in meeting promoting student success in all grade levels. The TeacherLine courses will address specific teachers to increase their content knowledge and pedagogy in areas of middle school math and early literacy. The CLOs will support the state transition to Common Core Standards. These will be developed with objectives specifically</p>		

RECEIVED

By OCR at 2:47 pm, Jul 20, 2011



Request Tracking #	33150-01011
defined by the Department to address the needs of Tennessee teachers and leaders.	
11. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution Jo Ann Scalf, NPT Director of Education Nashville Public Television 161 Rains Avenue Nashville Tennessee 37203-5330	
12. Evidence Contractor's Experience & Length Of Experience Providing the Service NPT station has served the state of Tennessee for 40 years. The station was established with their primary mission to provide lifelong education to Tennessee citizens. NPT has provided children's educational programming, curriculum-based media, professional development for teachers and school leaders, family literacy workshops, and GED preparation programming throughout its history. All of these initiatives are firmly rooted in research completed by the Federal Department of Education. NPT can provide statewide coverage to reach all teachers and students through its various media platforms.	
13. Efforts to Identify Reasonable, Competitive, Procurement Alternatives The Director of Teacher Quality attended technology conferences with vendor showcases - one in Arizona sponsored by the National School Board Association and the TN Technology Conference in Nashville sponsored by the TN Department of Education where she interviewed vendors from across the country. She was also contacted by vendors for example: Pearson SuccessNet, Atomic Learning, Performance Plus, Teacher Track, Explore Net, etc via email once the Race to the Top projects were announced. She found that there is no other vendor able to provide all components needed to implement a program to meet the goals defined in RTTT. No vendor is able to match the depth and wealth of resources that will be available through accessing PBS's existing media.	
14. Justification – specifically explain why non-competitive negotiation is in the best interest of the state As the only vendor to offer these services, Nashville Public Television (NPT) was specifically named in the Race to the Top grant application to provide these services. As such, acceptance of the application by the United States Department of Education and Subsequent funding as a result required that we use NPT for these services. Failure to do so could constitute non-compliance with the award terms and risk forfeiture of the grant.	
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  7/5/11	



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 : March 7, 2011

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 33150-01011

OIR Endorsement Signature & Date:

Mark Buegel (go)
Chief Information Officer

3/10/11

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)	Karen Moody, 253-3602, Karen.Moody@tn.gov
Subject Procurement Document (mark one) <input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation Request <input type="checkbox"/> Alternative Procurement Method Request <input checked="" type="checkbox"/> Non-Competitive Contract Request <input type="checkbox"/> Non-Competitive Amendment Request <input type="checkbox"/> Contract <input type="checkbox"/> Contract Amendment <input type="checkbox"/> Grant <input type="checkbox"/> Grant Amendment	
Information Systems Plan (ISP) Project Applicability <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name):	Lisa Howard, Executive Director of Technology



Applicable RFS # 33150-01011

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.)

Provide access to the web-based Digital Learning Library & TeacherLine courses for Tennessee teachers.

**CONTRACT**

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



Begin Date October 1, 2011	End Date June 30, 2014	Agency Tracking # 33150-01011	Edison Record ID 00000000000000000000025281		
Contractor Legal Entity Name Nashville Public Television, Inc.			Edison Vendor ID 0000077647		
Service Caption (one line only) Teacher access to the web-based PBS LearningMedia, CLOs and TeacherLine courses.					
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 84.395			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	\$0.00	\$1,538,329.03	\$0.00	\$0.00	\$1,538,329.03
2013	\$0.00	\$1,547,869.03	\$0.00	\$0.00	\$1,547,869.03
2014	\$0.00	\$1,534,811.90	\$0.00	\$0.00	\$1,534,811.90
TOTAL:	\$0.00	\$4,621,009.96	\$0.00	\$0.00	\$4,621,009.96
American Recovery and Reinvestment Act (ARRA) Funding: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
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.			OCR USE - FA		
			FA1236810		
Speed Chart (optional) None	Account Code (optional) Various	Contract #			



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 33150-01011

Edison ID 00000000000000000000025281

Table with columns: Fiscal Year, Department ID, Speedchart Number, Program Code, Account Code, Fund, Project/ Grant Code, CFDA #, Amount. Includes data for years 2012-2014 and a TOTAL row at the bottom.



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
NASHVILLE PUBLIC TELEVISION, INC.**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Nashville Public Television, Inc., hereinafter referred to as the "Contractor," is for the provision of teacher access to the PBS LearningMedia, CLOs and TeacherLine courses, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation.
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration ID # 0000077647

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. Customized Learning Object (CLOs)- An online digital media file, including but not limited to audio, video, interactive, image, worksheet and document files, which will be developed by the six (6) Tennessee Public Broadcasting Station (TNPBS) during the term of this contract to Common Core Standards specifications and is stored in and accessed by users via the PBS LearningMedia. All CLOs developed will become the sole property of the State.
 - b. Common Core Standards- Educational standards that help teachers ensure their students have the skills and knowledge they need to be successful by providing consistent, clear goals for student learning. Tennessee has joined a state-led process to develop and implement a common core of state standards in English-language arts and mathematics for grades K-12. These standards are research and evidence-based, internationally benchmarked, aligned with college and work expectations and include rigorous content and skills.
<http://www.commoncorestandards.org>
 - c. PBS LearningMedia - The PBS proprietary online public media system-wide repository of digital media learning objects, including videos, images, interactives, audios and documents. The PBS LearningMedia content will be easily searchable, tagged and correlated to state education standards
 - d. Public Broadcasting Service (PBS) - Private, non-profit corporation who owns the PBS LearningMedia and TeacherLine Courses and will allow the State access.
 - e. State Standards- Designed to define the knowledge, concepts and skills that students should acquire at each grade level. Standards can be found at the following website:
<http://www.tn.gov/education/curriculum.shtml>.
 - f. TeacherLine Courses- Standards-based graduate level courses for teachers in professional development in an online format. These courses are facilitated, flexible and collaborative. Teachers may earn graduate credit, professional development points, or continuing education unit credits. These courses bring resources and strategies directly to the teachers to increase teacher effectiveness and improve student achievement.
 - g. Tennessee Electronic Learning Center (TNeLc.org) - Proprietary internet portal that will be developed with Race to the Top funds for the Department of Education that institutions and educators will utilize to access the State Standards and the PBS LearningMedia, the educators will be the "Designated Users".
- A.3. The Contractor shall facilitate communication and coordination of meetings with the State, PBS, and Tennessee Public Broadcasting Stations (TNPBS) to collaboratively develop protocols for



selecting TeacherLine courses, participating teachers, and CLO development. The State Lead station and the CLO Lead station shall submit to the State a report to include the research, planning and implementation plan for the TNPBS.

- A.4. The Contractor shall work with the State Director of Teacher Quality to establish a link to the PBS TeacherLine website and PBS LearningMedia on the Tennessee Electronic Learning Center (TNeLc.org) by October 1, 2011 and shall maintain current information on PBS TeacherLine programs and resources on the TNeLc.org.
- A.5. The Contractor shall align existing CLOs from the PBS LearningMedia repository with State standards and Common Core Standards and submit an electronic report documenting the alignment to the state staff member designated by the Commissioner, which will be posted for educators on the TNeLc.org.
- A.6. The Contractor shall develop a maximum of 250 CLOs for teacher professional development and align them to Common Core Standards. Once complete the Contractor shall submit the CLOs for review and approval to the state staff member designated by the Commissioner including content, design and technology implementation prior to posting on the PBS LearningMedia. These CLOs will focus on core content and research based instructional strategies to improve the effectiveness of Tennessee teachers. All CLOs will become sole property of the State.
- A.7. The Contractor shall provide private national TeacherLine courses with start and completion dates, secure and compensate facilitators, secure graduate credit provider, batch enroll learners and schedule the courses based on the timeline required by the State.
- a. TeacherLine courses shall be available to Tennessee teachers identified by the State.
 - b. Specific TeacherLine courses to be available shall be determined by the State.
 - c. The Contractor shall work with the State to identify the districts/schools eligible to participate in the TeacherLine courses.
 - d. The Contractor shall provide technical support to teachers through a minimum of 10 workshops per TNPBS.
 - e. A maximum of 590 teachers shall be allowed to enroll in the TeacherLine courses.
- A.8. The Contractor shall submit to the State, within 30 days of execution of this agreement, an accountability plan for state approval that provides objectives to measure the effectiveness of the interventions, which includes:
- a. proposed data collection modes
 - b. Proposed tracking measures of progress toward meeting the goal of the specified targets of Race to the Top, including but not limited to teacher effectiveness.
 - c. If specified targets are not met, the Grantee will also submit a revised work plan to the State to address reason for lack of performance.
- A.9. The Contractor shall submit semester TeacherLine course completion data, PBS LearningMedia user reports, and Interim NPT Performance Measures updates via email in a Word Document to the State Director of Teacher Quality.
- A.10. The Contractor shall integrate the PBS LearningMedia into the TNeLc.org upon creation of TNeLc.org and provide annual access to all Tennessee educators, and yearly maintenance of the PBS LearningMedia.
- B. CONTRACT PERIOD:**
- B.1. Contract Period. This Contract shall be effective for the period beginning October 1, 2011, 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.



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

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed four million six hundred twenty-one thousand nine dollars and ninety-six cents (\$4,621,009.96). 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	Amount (per compensable increment)
Facilitate communication, develop protocols, and submit an annual report to the state; A.3	\$96,667.00/ per year upon completion
Link TeacherLine website and PBS LearningMedia on TNelc.org; A.4	\$1,000.00/upon completion
Align existing and newly created CLOs to State Standards and Common Core Standards; A.5	\$10,000.00/ per year upon completion
Electronic Report; A.5	\$500.00/upon completion
Development & alignment to Common Core Standards of 250 CLOs; Each CLO will contain teacher resources which include but are not limited to lesson plans, media support and technical integration strategies; A.6	\$12,040.00/ upon completion of each



Technical Support Workshops; A.7.d	\$13,244.57/ per station per year upon completion
TeacherLine Courses; A.7.e	\$1,017.13/ per teacher enrollment
Accountability Plan Report; A.8	\$1,000.00/ upon completion
TeacherLine Completion and PBS LearningMedia Usage Data, A.9	\$0.00/ per report
Integrate the PBS LearningMedia into the TNelc.org, teacher access, and yearly maintenance; A.10.	\$150,000.00/ per year

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Karen Moody, Director of Teacher Quality
Tennessee Department of Education
710 James Robertson Parkway
5th Floor Andrew Johnson Tower
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: Tennessee Department of Education / LEA Support & Improvement
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or 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 A, 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:

Karen Moody, Director of Teacher Quality
Tennessee Department of Education
710 James Robertson Parkway
5th Floor Andrew Johnson Tower
Nashville, TN 37243
Karen.Moody@tn.gov
Telephone # 615-253-3602
FAX # 615-532-6279

The Contractor:



JoAnn Scalf, Director of Education
Nashville Public Television, Inc.
161 Rains Avenue
Nashville, TN 37203
jscalf@wnpt.net
Telephone # 615-259-9325
FAX # 615-248-6120

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. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - 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. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.8. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,



amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- 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.
- 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,

NASHVILLE PUBLIC TELEVISION, INC.:

Beth Curley Aug 24 2011
CONTRACTOR SIGNATURE DATE

Beth Curley, President + CEO
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Kevin Huffman 8/24/11
KEVIN HUFFMAN, COMMISSIONER DATE



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Nashville Public Television, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1740928

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.

Beth Curley

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.

Beth Curley, President + CEO

PRINTED NAME AND TITLE OF SIGNATORY

8/24/11

DATE OF ATTESTATION