

Fiscal Review Committee Redaction Cover Sheet

Contract Number: RFS 331.11-00517 Tembo

 X No redactions required
 Redactions applied

Contractor/Service Provider Identity *(this includes addresses, phone numbers, service provider contact or officer information, and other information that could be used to identify the contractor or service provider)*

 Federal Employee Identification Number (FEIN)
 Contractor/Vendor Name

Purpose for Contractor/Vendor Name Redaction (if applicable)

Technology Details *(this includes database, operating system, development code, and any other information that would identify an area of weakness or an attack vector)*

 Product Name
 Associated Technology
 Other

Other Description: _____



Fiscal Review Committee
Contract #: 55220, Amend 03
Tracking #: 33111-00517

1. Summary letter
2. Supplemental documentation form
3. Edison query in Excel
4. Original SCR and STS endorsement
5. Approved amendment request form (Amendment 3)
6. Original contract
7. Amendment 1
8. Amendment 2
9. Proposed Amendment 3



BILL LEE
GOVERNOR

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

PENNY SCHWINN
COMMISSIONER

March 8, 2019

TO: Fiscal Review Committee
FROM: Dr. Penny Schwinn, Commissioner
DATE: 3/13/19
RE: Request to appear before the fiscal review committee regarding non-competitive amendment 03 for agency tracking #: 33111-00517

Please consider the enclosed request to amend contract # 33111-00517 with Tembo, Inc., providing for hosting and maintenance associated with the vendor's FIND/EXPLORE tool used to design the Tennessee State Report Card. The State Report Card is a comprehensive external facing web-based tool intended to inform the public on the effectiveness of public districts and schools in Tennessee. Federal and state statute mandate that the department prepare and disseminate an annual report inclusive of measures such as state and national assessments and education climate (Every Student Succeeds Act section 1111(h)(1) and (h)(2)). This annual snapshot of school, district, and state performances offers users the ability to view multiple achievement and growth measures – in addition to metrics such as demographic information, student enrollment, HOPE scholarship eligibility, and school climate – in one central location.

This amendment is needed to accomplish the following:

- **Exercise one of the renewal options in the contract, extending the term through June 15, 2020: The department must deliver a federally compliant State Report Card in November 2019, and this extension is critical to meeting this deadline.**
- **Increase the maximum liability from \$225,000.00 to \$387,000.00 (100% state funds) and update the payment methodology to cover the additional year of licensing fees and enhancements for the next year of the contract term.**

This amendment will provide for continued technical support, hosting, maintenance, and payment of the product fee for Tembo, Inc.'s FIND/EXPLORE tool in order to provide the Report Card to the public for an additional year. Further, the amendment is needed to operationalize existing scope items for additional data visualizations and displays aimed providing more data points, clarify existing data, and allow for improved comparisons and user navigation. Each of these enhancements will improve the value of the platform for public users by providing better access to data and promoting easier understanding of the data displayed. This is essential for parents, districts, and schools to make data-informed choices regarding education.

Tembo, Inc. has done extensive work to develop the vendor's FIND/EXPLORE tool designed to be used in producing state report cards, including incorporation of feedback from external stakeholders and parents. The vendor has deployed versions of this tool in multiple states. In addition, Tembo, Inc. has worked with the department to provide a customized solution that meets Tennessee-specific needs, including integration with the department's Orion authentication. For these reasons, Tembo, Inc.'s knowledge gained from previous work with the state, experience developing and deploying state report cards, and knowledge of the application's existing infrastructure and integrations makes the vendor uniquely situated to most efficiently continue to provide and improve on the State Report Card. Therefore it is in the best interest of the State to extend the contract for one year. Thank you for your consideration

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Joanna Collins	*Contact Phone:	615-770-3869
*Presenter's name(s):	Nate Schwartz, Joanna Collins, Aleah Guthrie, Elizabeth Fiveash		
Edison Contract Number: <i>(if applicable)</i>	55220	RFS Number: <i>(if applicable)</i>	33111-00517
*Original or Proposed Contract Begin Date:	08/10/2017	*Current or Proposed End Date:	06/15/2020
Current Request Amendment Number: <i>(if applicable)</i>	3		
Proposed Amendment Effective Date: <i>(if applicable)</i>	06/15/2019		
*Department Submitting:	TN Department of Education		
*Division:	Office of Data & Research		
*Date Submitted:	3/13/19		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Tembo, Inc.		
*Current or Proposed Maximum Liability:	\$387,000.00		
*Estimated Total Spend for Commodities:	N/A		
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY: 2018	FY:2019	FY:2020	
\$150,000.00	\$75,000.00	\$162,000.00 (proposed)	
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)			
FY:2018	FY:2019	FY:2020	FY:
\$83,000.00	\$142,000.00		\$
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	

Supplemental Documentation Required for
Fiscal Review Committee

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:	\$225,000.00 proposed \$387,000.00	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
2/28/18		Amendment 1 extended the contract term with no change to max liability.	
6/1/18		Amendment 2 increased the maximum liability from \$150,000 to \$225,000.00 and extended the end date to 6/15/19.	
Method of Original Award: <i>(if applicable)</i>		Sole source	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		The projected costs were \$150,000 for the initial 8 month term. The State has since assessed projected costs on an annual basis, based on budget and need for that year. Costs were determined in accordance with standard pricing provided by the vendor. This includes their standard annual hosting and licensing fee of \$75k and any additional line items of improvements needed for the year.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		This contract was executed with renewal options under the previous administration. Over the past year and a half, we gathered extensive feedback from users on the current iteration of the State Report Card and expended funds to incorporate customizations that were responsive to the feedback we received. We also included in our Every Student Succeeds Act plan to the federal government that we would include the	

Supplemental Documentation Required for
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	<p>data points that are currently reflected in the State Report Card. The State intends to look at all procurement options after this renewal, but this amendment is needed to prevent a gap in services and demonstrate to show stakeholders that we are committed to their feedback through incorporation of the customizations.</p> <p>With the contract expiring in June 2019, this amendment is needed to support the department in delivering a state and federally compliant State Report Card in November. T.C.A. 49-1-211 requires the department to publish an annual report by Nov. 1. This contract is critical to the department's ability to meet this requirement and provide the State Report Card in the upcoming year, as Tembo created the current on-line platform for the State Report Card. Therefore, a contract with Tembo is needed to provide for maintenance, licensing, and improvements on this platform in the necessary timeframe. This amendment operationalizes months of planning and feedback loops. Transitioning to a new vendor prior to November would jeopardize our ability to deliver a State Report Card that meets state and federal requirements and take into account the extensive user feedback we have solicited.</p> <p>Additionally, the department has expended funds under this contract to customize the vendor's platform to meet Tennessee-specific needs. We would need to make this investment again with a new vendor. For example, Tembo developed a set of Application Program Interfaces (APIs) that pull the data that is necessary to populate the State Report</p>
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Supplemental Documentation Required for
Fiscal Review Committee

	<p>Card, allowing the State to maintain control of the data. These APIs, as well as the form, design, and attachments that allow for the intake and display of data, would need to be completely re-developed if we transitioned to a new vendor.</p> <p>It is therefore in the best interest of the State to exercise one of the contract's renewal option and implement enhancements to navigation and metric formats that enable stakeholders to make data-informed choices about education.</p>
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Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

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

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

<p>APPROVED</p> <p>Michael F. Perry - CY</p> <p>Digitally signed by Michael F. Perry - CY DN: cn=Michael F. Perry - CY, o=General Services, ou=CPO, email=Chris.Yarbrough@tn.gov, c=US Date: 2017.03.16 10:02:49 -05'00'</p>	<p>APPROVED</p> <p><i>Justin P., /s/ JP 3/17/2017</i></p>
<p>CHIEF PROCUREMENT OFFICER DATE</p>	<p>COMPTROLLER OF THE TREASURY DATE</p>

Request Tracking #	33111-00517
1. Contracting Agency	TN Department of Education (TDOE)
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Tammy Billington, tammy.billington@tn.gov 615-532-4722
4. Brief Goods or Services Caption	Development of TN State Report Card
5. Description of the Goods or Services to be Acquired	The TDOE is federally mandated to produce a report card on schools and districts by December 1. The Contractor will develop the website, produce data visualizations and consult on design for a positive user experience
6. Proposed Contractor	Tembo

Request Tracking #	33111-00517
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	David Stewart david@temboinc.com Tembo, Inc. 1639 N Hancock Street Suite 203 Philadelphia PA 19122 215-427-3608
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	12 months Approx. April 2017- March 2018
9. Office for Information Resources Pre-Approval Endorsement Request – <i>Information technology (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached (Draft STS endorsement attached)
10. eHealth Pre-Approval Endorsement Request – <i>health-related professional, pharmaceutical, laboratory, or Imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – <i>state employee training</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 150,000
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	The cost was determined based on similar work done for the TN State Board of Education and other states. We plan to have CPO assist with further cost negotiations.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The State determined that the cost is fair and reasonable based on comparison with work done for the TN State Board of Education and other state. We plan to have CPO assist with further cost negotiations to confirm that the ultimate price is fair and reasonable.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Communications consisted of phone calls and emails. Emails are available by request.

Request Tracking #	331100517
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	<p>The TDOE is federally mandated to produce a report card on schools and districts by December 1. Each State that receives Title I, Part A funds must prepare and disseminate an annual report card (Every Student Succeeds Act section 1111(h)(1) and (h)(2)). This report card must be publically available for our community to make informed decisions about educational needs. Education stakeholders can compare education institutions across TN based on graduation, achievement, school climate, and demographics.</p>
19. Proposed contract impact on current State operations	<p>This will enable the TDOE to meet its federal mandates under the Every Student Succeeds Act to produce a report card on schools and districts. Once the platform is developed and customized for the State, we will be able to easily add or modify modules as our needs change.</p>

20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.

As noted in the attached sole source letter, Tembo is the only company in the country that offers a configurable product platform specifically for school, district, and state report cards. This proprietary product was built specifically with education agencies in mind. This means that the platform has features that are customized specifically for education report cards, including how data visualization and framework are incorporated in the platform, and the inclusion of comparison features that allow stakeholders to synthesize information across districts and schools. Additionally, the framework platform allows the State to input data and visually represent it in ways that fit the needs of the audience – primarily, parents, educators, districts, schools, and other education stakeholders. Tembo has done extensive work in building interactive web based report cards for other states. Tembo is uniquely positioned with the educational background to understand data literacy, create effective reporting and develop the necessary interface. They also have several proprietary tools that allow the customer to analyze and effectively deliver metrics best suited for priorities. Given their education data background and proprietary software, they are the only provider that has the comprehensive understanding and technical software needed to provide a customized solution for the State report card.

Further, Tembo is a national organization that previously worked with the Tennessee State Board of Education to create the educator preparation report card. The state report card on education and the educator prep report card are two public-facing portals. The intended audience is the same for both report cards, so procuring this service from the same vendor will allow us to create aligned visualizations. This enables easier synthesis and comparison of data points that is critical to decision making. Stakeholder synthesis of these separate but related reports, including the annual reports on educator preparation, stands to gain significant traction if deliberate attention is given to familiar proven visualization

Request Tracking #	331100517
	<p>techniques that are already working in our education community. Thus, producing the State report card through a similar approach increases the chance of creating a holistic data narrative for stakeholders to better understand the complete picture of education in TN.</p> <p>In contrast, utilizing a different vendor for the state report card would result in an inconsistent design, development and production model across key similar educational reports in the state. Such inconsistencies would negatively impact parents, districts, and schools because it may create confusion about what the data points mean and how to compare them.</p> <p>Lastly, the additional time and cost it would take to design a new platform from scratch would negatively impact districts as it would shorten their opportunity to review the new layout and increase inconsistencies among our platforms. By building on and incorporating designs already developed for the Tennessee State Board of Education platform, the State will be able to stay on track with the federally mandated deadline of December 1 for providing the report card.</p>
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties Interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	

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<p>25. Explanation of Need for or requirement placed on the State to acquire the goods or services</p>	<p>The TDOE is federally mandated to produce a report card on schools and districts by December 1st. Each State that receives Title I, Part A funds must prepare and disseminate an annual report card (Every Student Succeeds Act, section 1111(h)(1) and (h)(2)). Similar to the TN teacher prep report card, the purpose is to allow education stakeholders to compare education institutions across TN. Community members can compare schools based on graduation, achievement, school climate, and demographics. This report card is publically available for our community to make informed decisions about educational needs.</p> <p>The TDOE is committed to conveying information to stakeholders so that they can easily interpret data regarding the environment and academic success of TN schools, and link to specific schools. This information impacts decisions such as where to focus resources and where to apply to work as an educator.</p> <p>Since the report card is published annually, this framework and infrastructure development will uniquely position TN to have a more thorough view into schools and districts. As we continue to serve almost one million students and over sixty thousand educators, providing easily accessible information to the public is critical to providing up-to-date resources to the public. It also helps the TDOE make decisions about where to focus strategic planning efforts.</p>
<p>26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.</p>	<p>Tembo has worked with the Tennessee State Board of Education as well as several other states to design, develop, and produce state report cards. They have experience operating at the conceptual level and practical level in over 11 states and districts, including some of the largest in the nation. Their knowledge of current education data practice across the state of Tennessee from the statewide diagnostic as well the national perspective lend depth to their portfolio.</p>

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27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, Method: Name/Address:

28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives

As noted in the attached sole source letter, Tembo is the only company in the country that offers a configurable product platform specifically for school, district, and state report cards. This proprietary product was built specifically with education agencies in mind. This means that the platform has features that are customized specifically for education report cards, including how data visualization and framework are incorporated in the platform, and the inclusion of comparison features that allow stakeholders to synthesize information across districts and schools. Additionally, the framework platform allows the State to input data and visually represent it in ways that fit the needs of the audience – primarily, parents, educators, districts, schools, and other education stakeholders. Tembo has also done extensive work in building interactive web based report cards for other states. Tembo is uniquely positioned with the educational background to understand data literacy, create effective reporting and develop the necessary interface. They also have several proprietary tools that allow the customer to analyze and effectively deliver metrics best suited for priorities. Given their education data background and proprietary software, they are the only provider that has the comprehensive understanding and technical software needed to provide a customized solution for the State report card.

Further, Tembo is a national organization that previously worked with the Tennessee State Board of Education to create the educator preparation report card. The state report card on education and the educator prep report card are two public-facing portals. The intended audience is the same for both report cards, so procuring this service from the same vendor will allow us to create aligned visualizations. This enables easier synthesis and comparison of data points that is critical to decision making. Thus, producing the State report card through a similar approach increases the chance of creating a holistic data narrative for stakeholders to better understand the complete picture of education in TN.

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	<p>In contrast, utilizing a different vendor for the state report card would result in an inconsistent design, development and production model across key similar educational reports in the state. Such inconsistencies would negatively impact parents, districts, and schools because it may create confusion about what the data points mean and how to compare them.</p> <p>Lastly, using the design and platform already produced for the educator preparation report card may mitigate time and cost needed to produce the State report card. The additional time it would take to design a new platform from scratch would negatively impact districts as it would shorten their opportunity to review the new report card layout and increase inconsistencies among our platforms.</p>

Signature Required for all Special Contract Requests

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

Signature: Candice McQueen  Date: 3/13/17



ABOUT TEMBO

Tembo, Inc. (Tembo) is a team of data scientists, designers, developers, and product managers deeply committed to making education data clear, accessible, and actionable. We were founded as a small business in 2010 in response to a need for better data analysis and visualization in the education sector. We have since become a trusted partner and analytic leader in K-12 education.

OUR QUALIFICATIONS

Tembo has deep expertise in developing performance frameworks and reporting results in accessible ways to the public and to educators. We have worked closely with many education agencies to design measurement systems and reports for the quality of K12 schools and educator preparation programs, including: the DC Office of the State Superintendent of Education, Delaware State Department of Education, Tennessee State Board of Education, Louisiana Department of Education, School District of Philadelphia, DC Public Charter School Board, New York City Department of Education, Camden City School District, Shelby County Schools (Memphis), Indianapolis Public Schools, and Sacramento City Unified School District.

WHAT MAKES US UNIQUE

In 2016, we created a configurable product platform built specifically for school, district, and state report cards. We believe that we are the only company in the country that offers such a platform specifically for this purpose.

Our proprietary product was built with a deep understanding of how education agencies operate and what they need to minimize the burden of design, data, and system management and maintenance. After years of developing custom school quality and equity reports for education agencies, our product is informed by best practices in design and data, as well as the common ground we saw across our clients.

At the same time, our report cards are precisely designed: friendly, clear, and informed by best practice and extensive user research. It also allows us to deploy state-of-the-art web reports that require minimal burden for the agency. This platform also allows education agencies to configure reports based on their local requirements and priorities.





YEAR-OVER-YEAR

The platform also anticipates year-to-year requirements. We can easily make modifications to the design as new data is introduced or data points are modified – which almost always happens.

We also provide an easy system for annual or semi-annual data refresh. Once the agency sends us data, we can deploy a refreshed report card in under two business days. Our engagement team members are highly skilled data analysts, and have all previously worked at state and local education agencies, and can provide data transformation support as required.

HOW WE COULD HELP TENNESSEE

In 2016, Tembo created the State Board of Education's educator preparation-program report cards using our FIND and EXPLORE product platforms. We believe the state could build efficiencies with both of its public-facing report cards having the same look and feel, and existing on the same platform.





STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Nupur Sashti
E-mail : Nupur.sashti@tn.gov

DATE : March 27th, 2017

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 33111-00517

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Mark F. Bengel (by WMH)

Digitally signed by Mark F. Bengel (by WMH)
DN: cn=Mark F. Bengel (by WMH), o=TN Finance & Admin,
ou=Strategic Technology Solutions, email=william.hafley@tn.gov,
c=US
Date: 2017.05.09 11:45:38 -05'00'

Chief Information Officer

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

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

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

Contracting Agency	Tembo, Inc
Agency Contact (name, phone, e-mail)	David Stewart david@temboinc.com

Applicable RFS # 33111-00517

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Joseph Payne

- Applicable – Approved ISP Project# 1002973
- Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

The TDOE is federally mandated to produce a report card on schools and districts by December 1. The Contractor will develop the website, produce data visualizations and provide advice on design for a positive user experience.

TO: Chris Yarbrough, Team Lead
FROM: Kristen McKeever, Sourcing Account Contract Specialist
DATE: March 15, 2017
SUBJECT: Recommendation of Special Contract Request 33111-00517/cy 17-8310

The Tennessee Department of Education (TDOE) is requesting approval for a sole source, proprietary contract with Tembo, Inc. to develop a website that will provide users with data visualizations of the TN State Report Card.

The TDOE is federally mandated to produce a report card on schools and local education agencies (LEAs) by December 1 of each year. The report card must be publically available for the community to make informed decisions regarding educational needs. In addition, the State Board of Education (SBE) has used Tembo, Inc. to develop its report card website and the intended audience is the same for both report cards. Using the same vendor will allow for aligned visualizations between the websites that house the report card data enabling easier understanding and comparison of the data.

Sourcing Account Specialist recommends the approval of this sole source, proprietary request.

Chris Yarbrough

Digitally signed by Chris Yarbrough
DN: cn=Chris Yarbrough, o=General Services,
ou=CPO, email=Chris.Yarbrough@tn.gov, c=US
Date: 2017.03.16 10:02:12 -05'00'

Team Lead

Toni L. Stuart

Digitally signed by Toni L. Stuart
DN: cn=Toni L. Stuart, o=Central Procurement Office, ou=Dept.
of General Services, email=toni.stuart@tn.gov, c=US
Date: 2017.03.15 11:39:22 -05'00'

CPO Legal

cy19-12821

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.AgsprS@tn.gov

<p>APPROVED Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney</p>	<p>Digitally signed by Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney DN: cn=Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney, o=Central Procurement Office, ou=DGS, email=toni.stuart@tn.gov, c=US Date: 2019.02.27 16:18:53 -06'00'</p>
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	33111-00517	
1. Procuring Agency	TN Department of Education	
2. Contractor	Tembo	
3. Edison contract ID #	55220	
4. Proposed amendment #	3	
5. Contract's Original Effective Date		08/10/17
6. Current end date		6/15/19
7. Proposed end date		06/15/20
8. Current Maximum Liability or Estimated Liability		\$ 225,000.00
9. Proposed Maximum Liability or Estimated Liability		\$ 387,000.00
10. Strategic Technology Solutions Pre-Approval Endorsement Request <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed		
<p>The amendment is needed to extend the contract end date, increase the maximum liability, update dates in the scope, and update payment methodology. The additional time and funds will be used to support the State Report Card including hosting maintenance, licensing fees and improvements to the current navigation and metric format.</p>		
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.		

Agency request tracking #	33111-00517
<p>Tembo created the current on-line platform for the State Report Card and therefore is the only vendor that can continue to provide maintenance, licensing, and improvements. This contract was originally approved as a sole source and contains renewal options. It is in the best interest of the State to exercise a renewal option and exercise our rights under the contract for enhancements to navigation and metric formats. The dates in the contract scope must be updated in order to reflect the additional time and work we are requesting under the contract.</p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p>Dr. Penny Schwinn_jc</p> <p>Digitally signed by Dr. Penny Schwinn_jc DN: cn=Dr. Penny Schwinn_jc, o, ou, email=joanna.collins@tn.gov, c=US Date: 2019.02.27 07:49:05 -06'00'</p>	



CONTRACT

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

Begin Date August 10, 2017	End Date April 15, 2018	Agency Tracking # 33111-00517	Edison Record ID 55220
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Contractor Legal Entity Name Tembo, Inc.	Edison Vendor ID 207346
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Goods or Services Caption (one line only)
Development of 2017 TN State Report Card

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$150,000.00				\$150,000.00
TOTAL:	\$150,000.00				\$150,000.00

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Other: N/A

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

Competitive Selection Describe the competitive selection process used

Other Special Contract Request, Sole Source/ Proprietary

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.

Chris Foley P

Speed Chart (optional) ED00000141	Account Code (optional) 70803000
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CONTRACT
BETWEEN the State OF TENNESSEE,
TENNESSEE DEPARTMENT OF EDUCATION
AND
TEMBO, INC.

This Contract, by and between the State of Tennessee, Department of Education ("State") and Tembo, Inc. ("Contractor"), is for the provision of development of 2017 TN State Report Card, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: 1639 N Hancock Street, Suite 203, Philadelphia PA 19122
Contractor Edison Registration ID # 207346

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. **Definitions:** Throughout this Contract and its scope of work, the following relevant terms may be referenced. Listed below are the official definitions of these terms, as well as the abbreviations that may be used to refer to them.
- a. **The State:** The Tennessee Department of Education, or the State, is the body responsible for the administration, implementation, supervision, and enforcement of laws or policies established by the general assembly.
 - b. **Report Card:** The Tennessee State Report Card is a document summarizing the effectiveness of the state's districts' and schools' performance. As established in Every Student Succeeds Act section 1111(h)(1) and (h)(2)), the State is responsible for evaluating the performance of the state's districts and schools based on state and national assessments, education climate and teacher effectiveness data, as well as any additional metrics the State deems relevant. The Report Card contains high level aggregate data that external stakeholders can use to find out more about the State's districts and school and their performance. The Report Card includes both a State Profile containing aggregate data, as well as district and school-specific Report Cards.
 - c. **Metrics:** The Report Card's metrics are the different data components that will comprise the Report Card. Metrics that are statutorily required to be included are listed in the Every Student Succeeds Act section 1111(h)(1) and (h)(2)) and the Tenn. Code Annotated § 49-1-211. The State will determine any additional data elements that will be included.
 - d. **EXPLORE and FIND:** The EXPLORE and FIND tool is a proprietary tool that is configurable to meet specific State report card needs. It has a flexible frontend and backend that would allow for changes year-to-year. It also allows the State to add more functionality and breadth to the State Report Card. The Contractor will create designs that are close to what Tennessee has currently with recommendations for changes for an enhanced user experience and additional data required.
- A.3. **Project Description and Deliverables:**
- a. The Tennessee Department of Education has published the State Report Card since 2007. This is an external facing document to inform the public on the effectiveness of public districts and schools in Tennessee. Federal and State statute mandates that the Report Card include measures related to state and national assessments, education climate and teacher effectiveness data. The Report Card also provides demographic information about students in Tennessee districts and schools.



- b. The Contractor will design a web-based, interactive Report Card for the state level as well as for each district and school. The web reports will be print optimized. The Contractor will publish the redesigned Report Card as outlined in Section A by March 20, 2018 with expected milestones and deliverables as listed in Attachment B.
 - i. The State will specify metrics and business rules for calculation of all data elements.
 - ii. The State will calculate metric values and provide access to data of program-metric values to the Contractor.
 - iii. The State will provide access to all required data for use on the Report Card in a secure environment via data services provided by the State.
 - iv. Contractor will provide up to three discovery meetings to develop the layout, user interface and user experience for effectiveness and data literacy.
 - v. The State will have access to the Contractor's EXPLORE and FIND products and the Contractor will configure the EXPLORE and FIND products to meet Tennessee Report Card needs.
 - vi. The Contractor will configure online and print Report Cards based on the finalized Report Card layout approved by the State.
 - vii. Contractor will publish the public Report Cards online. Additionally, these web reports will be print optimized.

A.4. Project Management: The Contractor will provide the following project management services and tools:

- a. The Contractor will facilitate regular project management meetings through contract completion with the State using a full project charter on a shared online tool. From contract execution until public release of the Report Card, these meetings will occur on a weekly basis. After public release, these meetings will occur in a biweekly basis. The charter will contain a complete list of tasks and milestones in order to ensure that the project remains on schedule and that there is an opportunity for ongoing dialogue between the State and the Contractor throughout this process.
- b. The Contractor will identify a project lead within two weeks of contract execution. The project lead will serve as the Contractor's main point of contact to ensure consistent leadership of the project and open lines of communication between the parties.
- c. The Contractor will respond to any questions asked by the State via email and phone within 2 business days.

A.5. Project Discovery for 2017 Report Card

- a. The Contractor will conduct a kickoff meeting with the State project team to outline the State's goals and proposed project approach within two weeks of contract execution. At the project kickoff, the Contractor's team will share the project charter that will serve as a central information repository between Contractor and the State project team, and will create transparency for all project timelines, requirements documentation, meeting notes/decks, status updates, finalized designs, and quality assurance logs. The project kickoff meeting will take place in a mutually agreed upon location between Contractor and the State project team. It will include the Contractor's engagement leader and product manager, and the State project team.
- b. The State will provide the Contractor with a final list of metrics to be used at the kickoff meeting.
- c. Contractor will plan and facilitate two project meetings with the State within the first two months of contract execution. These project meetings will finalize data formats, layout requirements/ UX, technical requirements and Quality Assurance (QA) planning. These meetings will include the State project team and the Contractor's project lead, designer, and analyst. These meetings will take place either via webinar or at the offices of either party. The State will cover their own travel costs to attend these meetings. Discovery questions can include, but are not limited to:



- i. Defining layout, user experience and user interface
 - a. Is the user getting the best and most efficient use of the Report Card navigation?
 - b. Is the user understanding the information on the Report Card?
 - c. Is the navigation intuitive for the user?
- ii. Defining metrics
 - a. Which data sources are currently used to measure and communicate program quality?
 - b. What are visualization options for current data points?
 - c. What are high level future plans to incorporate other data sources?
- iii. Operationalizing Development
 - a. What is the production environment and what constraints and challenges do we anticipate?
 - b. What will be the role of each party in terms of scope of development, data and testing?
 - i. A Subset of roles are listed below
 1. Contractor manages all backend/frontend development using data services as provided by The State.
 2. The State and Contractor share testing. The State does data QA and overall QA to ensure satisfaction with tool. The Contractor QAs functional and visual aspects.
 - c. How will the data be accessed?
 - i. The State will provide access to all required data for use on the Report Card in a secure environment via data services provided by the State.
 - d. Where will the site be hosted?
 - i. A possible option is Google Cloud Services as hosted by Contractor. Comparable sites may be considered.
 - e. How do we build on the existing code to expand these further Report Card pages?
- iv. Stakeholder engagement
 - a. For each phase of the project, identify who is the decider, who needs to be consulted or informed both internally and externally.
 - b. Clearly walk through expectations for key phases, like data provision, quality checks, and release planning.

A.6. Report Card Development

- a. The Contractor will use the State's final metric list to determine the optimal design and configuration of web Report Cards. The Contractor will provide data design and layout for effective user experience and interface. Based on the work done previously with the Teacher Prep Report Card, the State requests that the data visualizations of both publically facing products are aligned to allow for a consistent user experience.
- b. The Contractor will develop the following levels of Report Cards:
 - i. State Level Report Card- a comprehensive report that provides summary data on all the State's information. This report will include metrics such as number of schools, number of students and demographic and metrics such as information and it will allow for easy comparison between district and schools.
 - ii. District Level Report Cards- district-specific reports that offer readers the opportunity to closely examine the performance of individual districts. These reports will rely on the same data metrics as the State report, but will include more detailed information on individual data elements for the specific district the user is viewing.
 - iii. School Level Report Cards- school-specific reports that offer readers the opportunity to closely examine the performance of individual schools. These reports will rely on the same data metrics as the State report, but will include more detailed information on individual data elements for the specific school the user is viewing.



- iv. Additionally, the user will have the ability to compare metrics across state, districts and schools. The comparisons tool will reflect current usability modified for an enhanced user experience. The Contractor will provide suggestions based on UI/UX knowledge gained from similar work across states. Possible options include: using an iframe of Tableau comparisons visual. Another option is building another tool for enhanced comparisons. The parties can discuss incorporating that in the Report Card.
- c. The Contractor will produce web-based Report Cards that fulfill the following criteria:
- i. The first version of the Report Cards will be accessible at minimum on the latest versions of Chrome (40+), Internet Explorer (10+), Firefox (40+), and Safari as per current industry standards with subsequent years subject to current industry standards at that time.
 - ii. Report Cards will be accessible at minimum on the latest versions of mobile devices such as smart phones (e.g. iPhone, Samsung, Android) and tablets (e.g. iPad, Samsung, Android and SurfacePro) as per current industry standards.
 - iii. Users will be able to navigate from a landing page (expected to reflect <https://www.measuretn.gov:444/ReportCard/#!/> with minor modifications) to each individual Level Report Card by clicking on a link to its web report card. The Contractor will also make suggestions based on previous work. Based on possible options, landing page will be developed.
 - iv. The landing page will include minor modifications for enhanced use experience as discussed in the discovery meeting. Improvements in Report Card Functionality are discussed below in Section A.6.d.. In addition, the list of districts and schools included in the drop down user choices will reflect what is listed in the current classic report card. The State will provide the code and metrics to determine the criteria for inclusion.
 - v. The Contractor will provide data that the beta version of the web-based Report Cards meet load-testing and response time requirements as per industry standards. The Contractor will deliver views that can load in <1 second.
- d. The Contractor will add the following improvements in Report Card on-line Functionality. These improvements will be available on the March 20, 2018 public release date.
- i. Clickable Map
 - a. Users will be able to click on a TN map and visualize schools and districts within that map. As they hover over each school/ district, high level data points are shared in a tooltip. Additionally, the user can click on the district or school and navigate directly to this page. The State will provide latitude and longitude for every school as well as shape files for each county in Tennessee. Most districts fall within a county. For the rare exception, the State will include the district name to the side of the state map, but still include relevant geospatial markers for the schools. The State will provide initial work plan and the vision for TN Map.
 - ii. Spanish Translation
 - a. The State will provide Spanish translations of requested text. Contractor will allow the user to toggle between English and Spanish Version.
 - iii. Personalized Message from Principals and Superintendents will be included as requested by the State.
 - a. The State will capture individualized messages for each principal and superintendent and incorporate them into the current Report card database. The Contractor will provide graphic design assistance and incorporate the messages into the Report Card.
 - iv. Printer Optimized Web reports
 - a. Each level of online report card page will be print optimized so that the user can have a seamless viewing experience when printing. Examples include DC Assessment report and Camden school reports (<http://results.osse.dc.gov/state/DC> and <http://infocards.camden.k12.nj.us/>)
 - v. More in-depth pages
 - a. These pages would incorporate the remaining data elements as seen in the Classic Report Card (<https://www.tn.gov/education/topic/report-card>)
 - b. Subsets of data as would be grouped by main categories



- c. The layout would be similar to the Illinois Report Card (see Attachment C) with customization as requested by the State.
- d. Specific layout and details of these pages will be discussed in the discovery meetings as detailed in A.5 and confirmed through mock ups provided by the Contactor as discussed in A.6.g.
- vi. Increased Data Literacy and Organization
 - a. Addition of elements to increase data literacy. An example includes the following elements in data pages: Explanation of Definition, Context and Resources (for example, see Attachment C)
 - b. Specific Layout and details of these pages will be discussed in the discovery meetings as detailed in A.5 and confirmed through mock ups provided by the Contactor as discussed in A.6.f and A.6.g.
- vii. Addition of a Technical Guide
 - a. The State will develop the technical guide for the Report Card.
 - b. The Contractor will provide a link to this document on the web page.
- e. Analytics requested
 - i. The Contractor will supply reports to the State on an hourly basis for the first week of public release and on a weekly basis thereafter.
 - ii. These reports will include metrics such as number of users per day, page previously visited, user hits based on district page visited, school page visited, bounce rate and average time on page, etc.
 - iii. A possible option is a Google Analytics account that the State can access directly. The requested breadth of functionality as per screen shots in Attachment D.
- f. The Contractor will produce a several mock-ups of the web and print Report Card with a minimum of three iterations. The first iteration will be within 30 days of the first discovery meeting. The final iteration will be at a minimum two months prior to the public release date based on the identified data points identified by the State on agreed upon date. This mock-up should include all data metrics and design features that the State plans to include on the 2017 Report Card. The mock-up is subject to the State approval prior to production of beta or final Report Cards. Production on March 20, 2018 is dependent on timely feedback and sign-off of this design prototype by the State and the Contractor. The turnaround times will be specified in the project plan. The Contractor will develop the Report Cards in compliance with State and Departmental branding requirements. The State will supply State Style guides as well as previous graphics mockups based on focus group feedback.
- g. The Contractor will create a beta version of the online and print Report Cards that the State can review at a minimum 45 days prior to the public release date. This version should include all relevant functionality that will be provided on the official version of the 2017 Report Card. The beta version of the Report Cards are subject to the State approval prior to production of final Report Cards. This mockup will be accessible by user names and password for individuals designated by the State. It will be reviewed by the State internal parties starting two months prior to public release and then reviewed by districts on one month prior to public release. The State expects to engage in three levels of feedback. The first will be from the State project team and would be the intensive regular feedback between those most intimately involved in the Report Card design. Once the internal team has reviewed and designed the first beta version of the Report Card, the State will solicit feedback from internal colleagues to have them review for grammar and minimally for content. The final review will be done by school districts. This will be largely for district to visit the new pages and review their data for accuracy. The States expects few changes with the content associated with the third (district review) level. If there are changes with the data, the State would be responsible for updating the database. The Contractor will update the public facing pages based on this feedback.
- h. The State will provide access to all required data for use on the Report Card in a secure environment via data services provided by the State. The data for past years is already available in the database housed in University of Knoxville Boyd Center. The State will build data services so that the Contractor can access these metrics. It is estimated that the data services will be built sixty (60) days after contract execution. Additionally, the State will provide a data dictionary as



well as a data diagram that outlines the proposed navigation. The data dictionary and data diagram will be available at the start of the Contract term.

- i. If during the discovery phase, it is determined that Report Cards needs any custom features outside the scope of the configurations documented in this Contract, a separate timeline and cost estimate will be provided by the Contractor, and a formal Contract amendment would be required..

A.8. Quality Assurance

- a. Contractor will work with the State project team to refine a quality assurance plan within two months of contract execution. The State project team will be responsible for the quality of all data provided to Contractor. Contractor will implement quality assurance checks to ensure that the report cards are produced as expected (e.g. data fields reported correctly, all functionality on the web Report Card is working as expected). The State project team will quality check all report cards and tools; Contractor will provide issue logging tools.
- b. Once approved by the State, the Contractor will make the beta versions of the Report Card available for the State review and correct issues at minimum 48 hours prior to the public launch date, assuming that issues identified are (1) not enhancements, (2) not unexpected, major issues, and (3) are identified to the Contractor by close of business at least 5 business days prior to launch date. The Contractor will review issues within 24 hours for the two weeks prior and post public release.
- c. The Contractor will only deploy report cards after all views have passed all quality checks.

A.9. Technical Requirements

This section defines the technical requirements of the State for the Software as a Service (SaaS) product offering described in A.2 thru A.8.

- a. Fault Tolerance
 - i. The Contractor shall deliver front end solution, inclusive of client software if applicable that is fault tolerant and thoroughly tested at a scale commensurate with anticipated usage and volume under this Contract.
 - ii. The solution shall recover without end-user intervention from the following circumstances without a material degradation of the user experience:
 1. Brief loss of connectivity between the user and the University of Tennessee data center servers.
 2. Any message trapped and thrown by the Contractor's application software.
- b. Data Transmission
 - i. The Contractor agrees to work with the State and the University of Tennessee to ensure electronic data flows as needed to business application functionality between the State and Contractor are efficient, secure and robust.
 - ii. Working with the State is defined as;
 1. Reaching agreement on the schema of data structures for each data flow required.
 2. Reaching agreement on the protocol and format for the transmission of data in the most compatible way for all data consumers.
 3. Reaching agreement on the methodology and process for the efficient transmission of data.
 4. Reaching agreement on the security and authentication model for the most secure and trustworthy transmission of data.
- c. Service Availability
 - i. The Contractor shall implement systems and processes to ensure the availability of the online solution occurs in a manner consistent with service level agreements associated with this service.
 - ii. Service availability requirements shall include but are not limited to:
 1. Scheduled maintenance and service outage notification protocols.



2. An incident response team.
 3. Redundancy of broadband services into Contractor's data center.
 4. Redundancy of critical servers and other data center infrastructure.
 5. Active failover between redundant components.
 6. Backup power generation.
 7. Proactive monitoring and defense protocols for service limiting exploits such as; Denial of Service (DoS) attacks.
- d. Scalability
- i. The Contractor shall implement an application that has the ability to scale in a manner consistent with the volume, size and scale of expected usage under this Contract without service degradation or negative impact to active users.
 - ii. Scalability requirements shall include, but are not limited to:
 1. Broadband into the University of Tennessee data center
 2. Filtering and edge devices in the contractor's application server data center.
 3. Local area networking within the Contractor's application server data center.
 4. Front end web servers.
 5. Caching and CDN.
 6. Middle tier servers including asynchronous and batch processing processes.
 7. Data access tiers and data throughput.
 8. Application Data backup.
- e. Performance
- i. The contractor shall provide an online testing solution that is responsive to user interactions without excessive wait times
 - ii. The contractor shall ensure that where wait times are an expected part of the user experience, such as; loading a resource, the user receives a clear and unambiguous indicator that a long running action is taking place.
- f. Security
- i. The Contractor shall implement an online solution that is inherently secure.
 - ii. Security requirements shall include, but are not limited to:
 1. The establishment of a cyber-incident response and notification plan.
 2. Access logging and intruder detection processes.
 3. Threat modelling and vulnerability assessments, including; malicious exploits, such as; Man in the Middle, XSS, DDoS and SQL Injection risk assessments.
 4. Employee and contractor vetting, and access control processes.
 5. User authentication processes.
 6. Role management and user authorization processes.
 7. Regular 3rd Party Penetration testing as described in A15m.
 8. At the termination of this contract, all TN data must be sanitized in accordance with the National Institute of Standards & Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization.
- g. Capacity Planning
- i. The Contractor shall conduct capacity planning prior to commencement of service or service uplift to model demand and predict utilization across all components of the solution so that any potential deficiencies, resource constraints or capacity shortfalls can be identified and addressed prior to the commencement of the phase.
 - ii. Capacity planning shall include, but is not limited to;
 1. Broadband capacity into the Contractor's application data center taking into account the performance of peering between the Contractors' broadband vendor and carriers in use with the University of Tennessee.
 2. Filtering and edge device capacity in the Contractor's application data center.
 3. Local area networking capacity within the Contractor's application data center.



4. Front end web server capacity.
 5. Caching and CDN capacity.
 6. Middle tier server capacity including asynchronous and batch processing processes.
 7. Data access tiers and data throughput capacity.
 8. Database storage capacity.
 9. Data backup capacity.
- h. Monitoring and Diagnostics
- i. The Contractor shall implement proactive exception alerting, real time monitoring and diagnostic capabilities for all components of the online solution.
 - ii. Monitoring and diagnostics shall include, but is not limited to:
 1. Logging of user access events.
 2. Logging of key user interaction events to support an audit trail if needed.
 3. Detailed logging of application errors and anomalies with stack and trace data to support diagnostics in the event of problems.
 4. Logging of all system and server-side errors and anomalies.
 5. Real time "health" monitoring of all key servers and compute resources.
 6. Proactive exception monitoring of all key servers and compute resources based on thresholds and key performance indicators with escalating exception notifications.
 7. Implementation of inline performance counters and other common diagnostic "hooks" in key application source code.
- i. Software Development Lifecycle
- i. The Contractor shall implement a methodical and structured software development lifecycle (SDLC) to minimize operational errors, improve transparency, drive inclusive decision making and ensure optimal quality assurance.
 - ii. Development of an appropriate SDLC includes, but is not limited to:
 1. An appropriate environment strategy for all software development to clearly delineate software that is in production versus that which is under development.
 2. A rigorous change management policy to ensure the sanctity of the production environment and to minimize operational errors at critical times.
 3. Inclusive (Contractor and Department) sign off and approval on all activities potentially impacting online experiences, including; infrastructure upgrades, rolling new code, functional enhancements or changes to existing systems.
 4. Robust quality assurance processes, including; code check-in rigor, usability testing, functional testing, scale and performance testing, code coverage testing and user acceptance testing by the State.
 5. Comprehensive bug lifecycle management.
- j. Penetration Testing
- i. The Contractor agrees to submit to penetration testing conducted by a third party at the cost of the State for all end points associated with the online solution.
 - ii. Penetration testing will be conducted against all public endpoints associated with the website providing the service.
- k. Accessibility
- i. The online solution shall have accessibility features for all users that follow Section 508 Standards and ADA compliance which requires the federal government to ensure that the electronic and information technology that it develops, procures, maintains, or uses is accessible to persons with disabilities.
 - ii. Any updates to this standard will be the responsibility of the Contractor to plan, develop, test and deliver any mandated changes regarding these standards.

A.10. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract



throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.11. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective for the period beginning on August 10, 2017 ("Effective Date") and ending on April 15, 2018 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to number (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred and fifty thousand dollars (\$150,000) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes



all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Discovery meeting planning & facilitation; documentation of business requirements for Report Cards per A.5	\$10,000
Data Management/ Mapping Design and Layout Configuration for effective user experience and interface per A.6	\$25,000
Configuration of web Report Cards with Single-view landing page to link to State and district/school Report Cards with enhancements such as Enhanced Layout, Clickable Map, Spanish Translation and in depth pages to increase data literacy; data ETL per A.6	\$40,000
Quality planning and implementation for requirements, definition, framework development, and tool configuration per A.3	\$10,000
Technical project management; client engagement and communications; project charter maintenance per A.4	\$15,000
Product fee for FIND/EXPLORE: inclusive of hosting & hosting maintenance, exclusive of enhancements, changes, or project management, 12 month license fee prorated for 8 months (March 1 st through October 31 st), as defined in A.2.	\$50,000
TOTAL	\$150,000

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tammy Billington
710 James Robertson Parkway
Nashville, TN 37212

- Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - Invoice number (assigned by the Contractor);
 - Invoice date;
 - Contract number (assigned by the State);



- (4) Customer account name: Tennessee Department of Education, Division of Data and Research;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that 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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. 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 that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the



Contractor's Federal Employer Identification Number or Social Security Number
referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

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

The State:

Nupur Sashti
Tennessee Department of Education
Executive Director of Data Management & Reporting
710 James Robertson Parkway
Nashville, TN 37212
Nupur.sashti@tn.gov
Telephone # 615-253-1472
FAX # 615-532-7510

The Contractor:

David Stewart
Tembo, Inc.
1639 N Hancock Street
Suite 203
Philadelphia PA 19122
david@temboinc.com

Telephone # 215-427-3608
FAX # Number

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor



shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with



the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by 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.12. **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.13. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. **Independent Contractor.** The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. **Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the



State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.
- In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.
- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.



- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and 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 Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that



the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, C, and D;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. The Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:



E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.4. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets



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

- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.
- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.
- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.8. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.



E.9. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

IN WITNESS WHEREOF,

TEMBO, INC.:

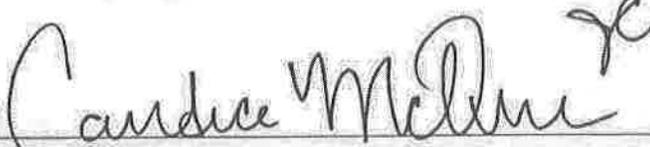


CONTRACTOR SIGNATURE 5 July 2017
DATE

David Stewart, CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TN DEPARTMENT OF EDUCATION:



Dr. Candice McQueen, Commissioner 7/16/17
DATE



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly.	
SUBJECT CONTRACT NUMBER:	55220
CONTRACTOR LEGAL ENTITY NAME:	Tembo, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	207346

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, the States hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

David Stewart, CEO

PRINTED NAME AND TITLE OF SIGNATORY

5 July 2017

DATE OF ATTESTATION



ATTACHMENT B

Project Milestones: The Contractor will abide by the following table of project milestones:

Activity	Start	Close/ Due Date	The State Deliverables	Expected Contractor Deliverables
Project Kickoff	Within 2 weeks of contract execution	Within 2 weeks of contract execution	<ul style="list-style-type: none"> Metrics to be used in 2017 reports Vision and requested deliverables 	<ul style="list-style-type: none"> Kickoff deck
Phase I Discovery	Within 2 weeks of contract execution	Within 2 weeks of contract execution	<ul style="list-style-type: none"> Metrics to be used in 2017 reports Vision and requested deliverables 	<ul style="list-style-type: none"> Business requirements
Report Card Configuration	30 days after 1 st Discovery Meeting	January 1 st , 2018	<ul style="list-style-type: none"> Timely sign-off on requirements 	<ul style="list-style-type: none"> Mock –up of print and web Report Cards Edits to layout as requested by the State
Report Card Quality Review	45 days prior to public release	Public Launch	<ul style="list-style-type: none"> State project team time allocated for quality checks Facilitation of institutional quality review 	<ul style="list-style-type: none"> Beta Report Cards for quality checks at start of this window Quality-approved Report Cards for public launch Timely response to user feedback as reflected in requested changes
Public Launch	March 1 st , 2018	March 20, 2018		<ul style="list-style-type: none"> Landing page District and school-level web report cards District and school-level print report cards accessible from web report cards (separate; no compendium)



ATTACHMENT C

Example of in-Depth Pages: Screen shots are from Illinois Report Card:

Illinois Report Card 2015-2016 [Take the Survey](#) [Feedback](#) [Help](#) [Login](#)

HOME | [SCHOOL REPORT CARDS](#) | [SCHOOL](#) | [STATE](#)

CARBONDALE COMM H S (9-12) - CARBONDALE, ILLINOIS 62615 [View At-a-Glance PDF](#) [Compare Schools](#)

School Snapshot **Academic Progress** [View Details](#)

[Overview](#)
[District](#)
[Participating Schools](#)
[Subgroup Comparisons](#)
[Freshman On Track](#)
[Early College Coursework](#)
[Graduation Rate](#)
[College Readiness](#)
[Post-Secondary Enrollment](#)
[Post-Secondary Enrollment](#)

PARCC **46%** **46%**
OLIA **n/a** **n/a**
Participation Rate **100%**

36% **88%** **232** students
Subgroup Comparisons **Freshman On Track** **Early college Coursework**

94% **46%** **72%**
Graduation Rate **College Readiness** **Post-Secondary Enrollment**

[School Environment](#)
[Students](#)
[Teachers](#)
[Administrators](#)
[School Highlights](#)
[Recent Tests](#)

CLARK ELEMENTARY SCHOOL (PK-1) - CHICAGO, ILLINOIS 60619 [View At-a-Glance PDF](#) [Compare Schools](#)

School Snapshot **Enrollment** [View Details](#)

[Overview](#)
[District](#)
[Participating Schools](#)
[Subgroup Comparisons](#)
[Freshman On Track](#)
[Early College Coursework](#)
[Graduation Rate](#)
[College Readiness](#)
[Post-Secondary Enrollment](#)

Enrollment
 The total number of students enrolled

Total Enrollment

Year	Total Enrollment
2010	200
2011	200
2012	200
2013	200
2014	200
2015	200

Enrollment
 The total number of students enrolled in this school over the past four years. The enrollment is measured in PK-12.
 District enrollment reflects the total number of students enrolled in the district over the past four years.
 District enrollment reflects the total number of students enrolled in the district over the past four years.

[School Environment](#)
[Students](#)
[Teachers](#)
[Administrators](#)
[School Highlights](#)
[Recent Tests](#)



ATTACHMENT D

Example of Requested Functionality with Website Analytics

The screenshot displays a comprehensive website analytics dashboard. On the left, a sidebar menu is organized into several categories:

- HOME**: All Web Site Data
- Search reports and help**
- CUSTOMIZATION**
- Reports**
- REAL-TIME**
- AUDIENCE**: Overview, Active Users, Lifetime Value, Cohort Analysis, User Explorer
- Demographics**
- Interests**
- Geo**
- Behavior**
- Technology**
- Mobile**
- Custom**
- Benchmarking**
- Users Flow**
- ACQUISITION**
- BEHAVIOR**
- CONVERSIONS**
- ADMIN**

The main content area on the right features a top navigation bar, a central dashboard with a large line chart, and a bottom section with a table of data. The table includes columns for various metrics and a 'Details' link for each row.

Source	Visits	Users	Pages	Time
Direct	1,234	567	1,234	12345
Search	567	234	567	5678
Social	345	123	345	3456
Referral	234	123	234	2345
Other	123	67	123	1234



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33111-00517	Edison ID 55220	Contract # 55220	Amendment # 1		
Contractor Legal Entity Name Tembo, Inc.			Edison Vendor ID 207346		
Amendment Purpose & Effect(s) Extension of the end date of contract to complete work on the 2017 State Report Card.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 15, 2018			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$150,000.00				\$150,000.00
TOTAL:	\$150,000.00				\$150,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input 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.			CPO USE		
<div style="font-size: 2em; font-weight: bold; margin: 0;">Chris Foley</div> <div style="font-size: 0.8em; margin-top: 5px;"> Digitally signed by Chris Foley DN: cn=Chris Foley, o=Tenn Dept of Education, ou=OCFO, email=chris.foley@tn.gov, c=US Date: 2018.02.28 13:58:12 -06'00' </div>					
Speed Chart (optional) ED00000141		Account Code (optional) 70803000			

**AMENDMENT 1
OF CONTRACT 55220**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Tembo, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 B.1. is deleted in its entirety and replaced with the following:

B.1. This contract shall be effective for the period beginning on August 10, 2017 ("Effective Date") and ending on June 15, 2018 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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 March 30, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TEMBO, INC.



2/15/2018

SIGNATURE

DATE

David Stewart, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

TN DEPARTMENT OF EDUCATION:

Candice McQueen_jc

Digitally signed by Candice McQueen_jc
DN: cn=Candice McQueen_jc, o, ou=TN Department
of Education, email=joanna.collins@tn.gov, c=US
Date: 2018.03.05 08:27:00 -06'00'

DR. CANDICE MCQUEEN, COMMISSIONER

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33111-00517	Edison ID 55220	Contract # 55220	Amendment # 2		
Contractor Legal Entity Name Tembo, Inc.			Edison Vendor ID 207346		
Amendment Purpose & Effect(s) To extend contract end date, increase maximum liability, and update the payment methodology to extend the licensing fee					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 15, 2019			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 75,000 increase		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$150,000.00				\$150,000.00
2019	\$75,000.00				\$75,000.00
TOTAL:	\$225,000.00				\$225,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input 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. <div style="text-align: center; font-family: cursive; font-size: 1.2em;">  </div>			CPO USE		
Speed Chart (optional) various		Account Code (optional) 70803000			

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

RFS Number		33111-00517						
Edison ID		55220						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2018	3311100000	ED00000141	874000	70803000	25000			\$150000.00
2019	3311102000	ED00000459	883000	70803000	25000			\$75000.00
TOTAL								\$225000.00

**AMENDMENT 2
OF CONTRACT 55220**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Tembo, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 B.1. is deleted in its entirety and replaced with the following:
 - B.1. This contract shall be effective for the period beginning on August 10, 2017 ("Effective Date") and ending on June 15, 2019 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

2. 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 hundred and twenty-five thousand dollars (\$225,000) ("Maximum Liability"). This Contract the States not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. 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 methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Discovery meeting planning & facilitation; documentation of business requirements for Report Cards per A.5	\$10,000
Data Management/ Mapping Design and Layout Configuration for effective user experience and interface per A.6	\$25,000
Configuration of web Report Cards with Single-view landing page to link to State and district/school Report Cards with enhancements such an Enhanced Layout, Clickable Map, Spanish Translation and in depth pages to increase data literacy; data ETL per A.6	\$40,000
Quality planning and implementation for requirements, definition, framework development, and tool configuration per A.3	\$10,000
Technical project management; client engagement and communications; project charter maintenance per A.4	\$15,000
Technical support and product fee for FIND/EXPLORE: inclusive of hosting & hosting maintenance, exclusive of enhancements, changes, or project management, 12 month	\$50,000

license fee prorated for 8 months (March 1 st through October 31 st), as defined in A.2.	
Technical support and product fee for FIND/EXPLORE: inclusive of hosting and hosting maintenance, exclusive of enhancements, changes or project management, 12 month license fee (November 1, 2018-November 1, 2019)	\$75,000
TOTAL	\$225,000

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 1, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TEMBO, INC.



May 7, 2018

SIGNATURE

DATE

David Stewart, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

TN DEPARTMENT OF EDUCATION:

Candice McQueen_jc

Digitally signed by Candice McQueen_jc
 DN: cn=Candice McQueen_jc, o, ou=TN Department of Education, email=joanna.collins@tn.gov, c=US
 Date: 2018.05.09 12:49:43 -05'00'

DR. CANDICE MCQUEEN, COMMISSIONER

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33111-00517	Edison ID 55220	Contract # 55220	Amendment # 3		
Contractor Legal Entity Name Tembo, Inc.			Edison Vendor ID 207346		
Amendment Purpose & Effect(s) To extend contract end date, increase maximum liability, update dates and customization deliverables, and update the payment methodology to include an additional year of services and needed improvements					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 06/15/2020			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): increase			\$ 162,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$150,000.00				\$150,000.00
2019	\$75,000.00				\$75,000.00
2020	\$162,000.00				\$162,000.00
TOTAL:	\$387,000.00				\$387,000.00
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.				<i>CPO USE</i>	
Speed Chart (optional) Various		Account Code (optional) 70803000			

**AMENDMENT 3
OF CONTRACT 55220**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Tembo, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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.6.d. is deleted in its entirety and replaced with the following:

d. Upon request by the State, the Contractor shall add the following improvements in Report Card on-line Functionality.

i. In Years 1 and 2 of the Contract Term:

- a. Clickable Map: Users will be able to click on a TN map and visualize schools and districts within that map. As they hover over each school/ district, high level data points are shared in a tooltip. Additionally, the user can click on the district or school and navigate directly to this page. The State will provide latitude and longitude for every school as well as shape files for each county in Tennessee. Most districts fall within a county. For the rare exception, the State will include the district name to the side of the state map, but still include relevant geospatial markers for the schools. The State will provide initial work plan and the vision for TN Map.
- b. Spanish Translation: The State will provide Spanish translations of requested text. Contractor will allow the user to toggle between English and Spanish Version. The State provides both full English and Spanish text.
- c. Personalized Message from Principals and Superintendents will be included as requested by the State: The State will capture individualized messages for each principal and superintendent and incorporate them into the current Report card database. The Contractor will provide graphic design assistance and incorporate the messages into the Report Card.
- d. Printer Optimized Web reports: Each level of online report card page will be print optimized so that the user can have a seamless viewing experience when printing. Examples include DC Assessment report and Camden school reports (<http://results.osse.dc.gov/state/DC> and <http://infocards.camden.k12.nj.us/>)
- e. Increased Data Literacy and Organization: Addition of elements to increase data literacy. An example includes the following elements in data pages: Explanation of Definition, Context and Resources (for example, see Attachment C). Specific Layout and details of these pages will be discussed in the discovery meetings as detailed in A.5 and confirmed through mock ups provided by the Contactor as discussed in A.6.f and A.6.g.
- f. Addition of a Technical Guide: The State will develop the technical guide for the Report Card. The Contractor will provide a link to this document on the web page.

ii. In Year 3 of the Contract Term: Customizations to create more in-depth pages

- a. These pages shall incorporate the remaining data elements as seen in the Classic Report Card (sample provided by the State), with subsets of data as grouped by main categories and a layout similar to the Illinois Report Card (see Attachment C) with customization as requested by the State.
- b. The Contractor shall complete additional improvements as requested by the State, which may include: Improvements to current navigation such as changes from school scores to school grades, improved ability to view on mobile devices, added lists of schools by district, commas in high numbers, and updated visuals and map display; functionality for school-by-school and district-by-district comparison; additional functionality such as n-counts, units, improved search functionality, axis labels, additional list sorting ability, and school accomplishments and best of lists.

1. Specific layout and details of these pages shall be discussed in the discovery meetings as detailed in A.5 and confirmed through mock ups provided by the Contractor as discussed in A.6.g. The complete set of enhancements will be defined in a work plan with timelines mutually agreed upon by the State and the Contractor, with a final deadline of August 1, 2019.

2. Contract Section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This contract shall be effective for the period beginning on August 10, 2017 ("Effective Date") and ending June 15, 2020 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

3. 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 three hundred eighty-seven thousand dollars (\$387,000.00) ("Maximum Liability"). This Contracts the State not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

4. 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 methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based on the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Discovery meeting planning & facilitation; documentation of business requirements for Report Cards per A.5; completed Year 1-2 of the Contract Term	\$10,000.00, upon completion during Year 1-2 of the Contract Term
Data Management/ Mapping Design and Layout Configuration for effective user experience and interface per A.6; completed Year 1-2 of the Contract Term	\$25,000.00, upon completion during Year 1-2 of the Contract Term
Improvements to functionality per A.6, including the following in Year 1-2 of the Contract Term: <ul style="list-style-type: none"> • Initial configuration of improvements Improvements to functionality per A.6, including the following in Year 3 of the Contract Term: <ul style="list-style-type: none"> • Improvements to navigation • Functionality for school-by-school and district-by-district comparison • Additional functionality items 	Up to \$127,000 total, upon completion, based on the following line items: <ul style="list-style-type: none"> • Initial configuration: \$40,000, upon completion during Year 1-2 of the Contract Term • Improvements to navigation: \$7,000, upon completion during Year 3 of the Contract Term • Functionality for school-by-school and district-by-

	district comparison: \$40,000, upon completion during Year 3 of the Contract Term <ul style="list-style-type: none"> Additional functionality items: \$40,000, upon completion of all requested items during Year 3 of the Contract Term
Quality planning and implementation for requirements, definition, framework development, and tool configuration per A.3; completed Year 1-2 of the Contract Term	\$10,000.00, upon completion during Year 1-2 of the Contract Term
Technical project management; client engagement and communications; project charter maintenance per A.4; completed Year 1-2 of the Contract Term	\$15,000.00, upon completion during Year 1-2 of the Contract Term
Product fee for FIND/EXPLORE: inclusive of hosting & hosting maintenance, exclusive of enhancements, changes, or project management, license fee, as defined in A.2.	\$200,000.00 (\$50,000 pro-rated for initial 8 month term; \$75,000.00 per 12 month period after initial term)
TOTAL	\$387,000.00

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 once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TEMBO, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

DR. PENNY SCHWINN, COMMISSIONER

DATE