THE ASSOCIATION OF INDEPENDENT AND MUNICIPAL AND SCHOOLS (AIMS)

REQUEST FOR PROPOSALS
FOR
Implementation Services and Training for the Teacher Instructional Growth for Effectiveness and Results (TIGER) Teacher Evaluation System

RFP # A2011T

RFP CONTENTS

SECTIONS:
1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. PROPOSAL REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. PROPOSAL EVALUATION & CONTRACT AWARD

ATTACHMENTS:
6.1. Proposal Statement of Certifications & Assurances
6.2. Technical Proposal & Evaluation Guide
6.3. Cost Proposal & Scoring Guide
6.4. Reference Questionnaire
6.5. Proposal Score Summary Matrix
6.6. Pro Forma Contract
1. **INTRODUCTION**

The Association of Independent and Municipal Schools, hereinafter referred to as “AIMS,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline AIMS’s process for evaluating proposals and selecting a contractor to provide the needed services.

Through this RFP, AIMS seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with AIMS as contractors and sub-contractors.

1.1. **Statement of Procurement Purpose**

The Association of Independent and Municipal Schools seeks to contract with a professional organization for the purposes of obtaining a web-based implementation solution and services for Tennessee Local Education Authorities (LEAs) which choose the Tennessee Board of Education approved AIMS – TIGER model as their teacher evaluation system. The LEAs that would initially purchase the implementation solution are those who are members of AIMS. This includes up to 3,800 sites and district administrators who will evaluate approximately 65,000 teachers. The purpose of this contract is to establish a source of services for local education agencies/school districts within the geographical limits of the state of Tennessee.

The Teacher Evaluation Process, as prescribed in the TIGER model, requires the development of a comprehensive and sustainable approach to training principals, district administrators, coaches and teachers on a teacher evaluation process, the use of observation rubrics as well as the use of a variety of forms necessary to complete the evaluation.

The implementation system will include a technology application that collects, processes, and analyzes teacher evaluation data elements as well as a professional development (PD) component that identifies PD options based upon administrative recommendations for each teacher and makes the PD available via on-line options and/or linkage to other district resources.

The Tennessee Evaluation Advisory Committee (TEAC) was established in the State of Tennessee’s Race to the Top application to the federal government, under the American Recovery and Reinvestment Act of 2009. The TEAC is charged with developing and recommending to the State Board of Education guidelines for a multiple-measures evaluation system to be administered annually to all teachers and principals in the state. The State Department of Education provided professional staff support to TEAC that assisted with research, facilitation, written documentation, and summaries needed for informed discussion and decision making. Local, state, and national experts were also engaged to provide technical support for the detailed discussion, options considerations, and exploration of best practices and design of final recommendations.

TEAC will deliver the recommended guidelines to the State Board of Education in April 2011. The State Board will then adopt the recommended criteria for implementation of the new teacher evaluation system prior to the 2011–12 academic year. The adopted criteria will then be effective no later than July 1, 2011.

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details AIMS’s required:

- Scope of Services and Deliverables (Section A);
• Contract Period (Section B);
• Payment Terms (Section C);
• Standard Terms and Conditions (Section D); and,
• Special Terms and Conditions (Section E).

The pro forma contract substantially represents the contract document that the successful Proposer must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

1.4.1. AIMS has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

   **RFP # A2011T**

1.4.2. **Unauthorized contact about this RFP with officials or members of AIMS except as detailed below may result in disqualification from consideration under this procurement process.**

   Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

   Samantha Law,
   Samantha Law Consulting
   1520 Forrest Avenue
   Nashville, TN  37206
   (615) 424-3694
   samlawconsulting@comcast.net

1.4.3. Only AIMS’s official, written responses and communications will be binding with regard to this RFP. AIMS will consider oral communications of any type to be unofficial and non-binding.

1.4.4. Potential proposers must ensure that AIMS receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to AIMS. AIMS assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to AIMS by a specified deadline date will not substitute for AIMS’ actual receipt of a communication or proposal.
1.4.6. AIMS will convey all official responses and communications related to this RFP to the potential proposers from whom AIMS has received a Notice of Intent to Propose (refer to RFP Section 1.8).

1.4.7. AIMS reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by AIMS.

1.4.8. AIMS reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. AIMS’s official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by AIMS (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. AIMS will make reasonable efforts to ensure the accuracy of such data or information; however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Proposer Required Review & Waiver of Objections**

1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma Contract*, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to AIMS no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of AIMS, in writing, by the Written Comments Deadline.

1.7. **Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The location of the conference will be

Association of Independent and Municipal Schools
501 Union Street, Suite 300 F
Nashville, TN 37219

The purpose of the conference is to discuss the RFP scope of services and contract requirements. AIMS will entertain questions; however potential proposers must understand that
AIMS’s response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. AIMS will send the official response to questions to potential proposers as indicated in RFP Section 1.4.6 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person’s name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Proposal Deadline

A Proposer must ensure that AIMS receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. AIMS will not accept late proposals, and a Proposer’s failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents AIMS’s best estimate for this RFP.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME (central time zone)</th>
<th>DATE (all dates are AIMS business days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td>1:00 p.m.</td>
<td>April 18, 2011</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>April 19, 2011</td>
</tr>
<tr>
<td>3. Pre-proposal Conference</td>
<td>3:00 p.m.</td>
<td>April 20, 2011</td>
</tr>
<tr>
<td>4. Notice of Intent to Propose Deadline</td>
<td>12:00 p.m.</td>
<td>April 25, 2011</td>
</tr>
<tr>
<td>5. Written “Questions &amp; Comments” Deadline</td>
<td>12:00 p.m.</td>
<td>April 25, 2011</td>
</tr>
<tr>
<td>6. AIMS Response to Written “Questions &amp; Comments”</td>
<td>5:00 p.m.</td>
<td>April 27, 2011</td>
</tr>
<tr>
<td>7. Proposal Deadline</td>
<td>5:00 p.m.</td>
<td>May 4, 2011</td>
</tr>
</tbody>
</table>
2.2. **AIMS reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and AIMS will communicate such to potential proposers from whom AIMS has received a Notice of Intent to Propose (refer to Section 1.8).

3. **PROPOSAL REQUIREMENTS**

3.1. **Proposal Form**

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE:** A technical proposal must not include any pricing or cost information. If any pricing or cost information of any type (even pricing relating to other projects) is included in any part of the technical proposal, AIMS will deem the proposal to be non-responsive and reject it.

3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½” x 11” pages (although oversize exhibits are permissible). All proposal pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. AIMS may determine a proposal to be non-responsive and reject it if:
a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or

b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE:** If a proposer fails to submit a cost proposal exactly as required, AIMS will deem the proposal to be non-responsive and reject it.

3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate **ALL** costs for services under the contract for the total contract period.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to AIMS in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., et seq.).

3.2. **Proposal Delivery**

A Proposer must deliver a proposal in response to this RFP as detailed below. AIMS will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP #A2011T TECHNICAL PROPOSAL ORIGINAL”

and five (5) paper copies of the Technical Proposal, plus one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP #A2011T TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in AIMS rejecting the proposal as non-responsive.
3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP #A2011T COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

“RFP #A2011T COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN… RFP #A2011T TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN… RFP #A2011T COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP #A2011T SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.4. A Proposer must ensure that AIMS receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Samantha Law
Samantha Law Consulting
c/o Hastings Architecture
127 Third Avenue South
Nashville, TN 37201

3.3. Proposal & Proposer Prohibitions

3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, AIMS, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

3.3.2. A proposal must not restrict the rights of AIMS or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of AIMS or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, AIMS, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
3.3.3. A proposal must **not** propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). AIMS will consider a proposal of alternate services to be non-responsive and reject it.

3.3.4. A Cost Proposal must **not** result from any collusion between Proposers. AIMS will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, AIMS will consider any such actions to be grounds for proposal rejection or contract termination.

3.3.5. A Proposer must **not** provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If AIMS determines that a Proposer has provided such incorrect information, AIMS will deem the Proposer’s proposal non-responsive and reject it.

3.3.6. A Proposer must **not** submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, AIMS will deem all of the proposals non-responsive and reject them.

3.3.7. A Proposer must **not** submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must **not** be (and AIMS will not award a contract to):

   a. an individual who is, or within the past six months has been, an officer or member of AIMS;

   b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an officer or member of AIMS (this will not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

   c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an officer or member of AIMS whereby that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her membership and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

   d. any individual, company, or other entity involved in assisting AIMS in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by AIMS as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., AIMS will deem an individual to be an officer or member of AIMS as documented in the
3.4. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by AIMS.

3.5. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, AIMS, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer’s Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, AIMS will deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

AIMS will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

AIMS reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, AIMS will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, AIMS will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

AIMS reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. AIMS Right of Rejection

4.3.1. Subject to applicable laws and regulations, AIMS reserves the right to reject, at its sole discretion, any and all proposals.
4.3.2. AIMS may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, AIMS reserves the right to waive, at its sole discretion, a proposal’s minor variances from full compliance with this RFP. If AIMS waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and AIMS may hold any resulting Contractor to strict compliance with this RFP.

4.4. **Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of AIMS. AIMS reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by AIMS unless AIMS expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of AIMS and with AIMS’s prior, written approval.

4.4.5. Notwithstanding any AIMS approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. **Right to Refuse Personnel**

AIMS reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. AIMS will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

At any time, AIMS may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by AIMS as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. AIMS may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**
4.8.1. Each proposal and all materials submitted to AIMS in response to this RFP become the property of AIMS. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection.

4.8.2. AIMS will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be available for review by the public. Requests to review the proposals and related materials should be submitted to the RFP Coordinator.

4.9. **Contract Approval and Contract Payments**

4.9.1. This RFP and its contractor selection processes do not obligate AIMS and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. AIMS obligations pursuant to a contract award shall commence only after the contract is signed by AIMS agency head and the Contractor and after the Contract is approved by all other AIMS officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved and fully executed by both parties.

4.9.2.1. AIMS shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).

4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to AIMS as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, AIMS will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, AIMS shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by AIMS. AIMS will employ all reasonable means to ensure that service is progressing...
and being performed in compliance with the Contract and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, AIMS may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, AIMS will provide the Contractor a written description of the additional work. The Contractor must respond to AIMS with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor’s proposal to this RFP. If AIMS and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both AIMS agency head and the Contractor and must be approved by other AIMS officials as required by applicable statutes and rules of AIMS of Tennessee. The Contractor must not commence additional work until AIMS has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of AIMS and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. **PROPOSAL EVALUATION & CONTRACT AWARD**

5.1. **Evaluation Categories & Maximum Points**

AIMS will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualifications &amp; Experience (refer to RFP Attachment 6.2., Section B)</td>
<td>100</td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Approach (refer to RFP Attachment 6.2., Section C)</td>
<td>600</td>
</tr>
<tr>
<td>Cost Proposal (refer to RFP Attachment 6.3.)</td>
<td>300</td>
</tr>
</tbody>
</table>

5.2. **Evaluation Process**

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria.

("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the
capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more AIMS members and any additional persons appointed by AIMS) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. AIMS reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by AIMS. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by AIMS.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

a. the proposal adequately meets requirements for further evaluation;

b. AIMS will request clarifications or corrections for consideration prior to further evaluation; or,

c. AIMS will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

5.3.1. The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The AIMS Executive Director or his/her appointee will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the AIM Officers must develop written justification and obtain consensus approval of all the Officers in order to effect the contract award.)

5.3.3. AIMS reserves the right to make an award without further discussion of any proposal.

5.3.4. AIMS will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE:** The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by AIMS pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma Contract*. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, AIMS may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, AIMS may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in AIMS’s best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall **NOT** materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If AIMS determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.
RFP #A2011T PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., Pro Forma Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an officer or member of AIMS as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE: ____________________________

PRINTED NAME & TITLE: ____________________________
DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):
TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

<table>
<thead>
<tr>
<th>PROPOSER LEGAL ENTITY NAME:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Proposal Page # (Proposer completes)</td>
<td>Item Ref.</td>
<td>Section A—Mandatory Requirement Items</td>
</tr>
<tr>
<td>A.1.</td>
<td>Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
<td></td>
</tr>
<tr>
<td>A.2.</td>
<td>Provide a Statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., a member of AIMS or employment by an LEA) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of AIMS, and AIMS reserves the right to cancel any award.</td>
<td></td>
</tr>
<tr>
<td>A.3.</td>
<td>Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.</td>
<td></td>
</tr>
<tr>
<td>A.4.</td>
<td>Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.</td>
<td></td>
</tr>
<tr>
<td>A.5.</td>
<td>Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)</td>
<td></td>
</tr>
<tr>
<td>A.6.</td>
<td>Provide a copy of the company’s most recent audited financial statements OR, in lieu of the aforementioned independent audited financial statements, provide a financial institution’s letter of commitment for a general Line of Credit in the amount of one million dollars ($1,000,000), U.S. currency, available to the Proposer. Said letter must specify the Proposer’s name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least one year.</td>
<td></td>
</tr>
</tbody>
</table>
### Section A—Mandatory Requirement Items

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.7.</td>
<td>Provide documentation disclosing the amount of cash flows from operating activities for the Proposer’s most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows. NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Proposer’s financial status must be properly licensed to render such opinions. AIMS may require the Proposer to submit proof of such licensure detailing AIMS of licensure and licensure number for each person or entity that renders the opinions.</td>
</tr>
<tr>
<td>A.8.</td>
<td>Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Proposer shall deliver a Letter of Credit to AIMS in accordance with the requirements of this RFP. Statement must be signed by an individual with legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it.</td>
</tr>
<tr>
<td>A.9.</td>
<td>Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.</td>
</tr>
<tr>
<td>A.10.</td>
<td>Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.</td>
</tr>
<tr>
<td>A.11.</td>
<td>Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)</td>
</tr>
</tbody>
</table>

AIMS Use – RFP Coordinator Signature, Printed Name & Date:
TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B—General Qualifications & Experience Items.

<table>
<thead>
<tr>
<th>PROPOSER LEGAL ENTITY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Page # (Proposer complete s)</td>
<td>Item Ref.</td>
</tr>
<tr>
<td>B.1.</td>
<td>Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person AIMS should contact regarding the proposal.</td>
</tr>
<tr>
<td>B.2.</td>
<td>Describe the Proposer’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).</td>
</tr>
<tr>
<td>B.3.</td>
<td>Detail the number of years the Proposer has been in business.</td>
</tr>
<tr>
<td>B.4.</td>
<td>Briefly describe how long the Proposer has been performing the services required by this RFP.</td>
</tr>
<tr>
<td>B.5.</td>
<td>Describe the Proposer’s number of employees, client base, and location of offices.</td>
</tr>
<tr>
<td>B.6.</td>
<td>Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td>B.7.</td>
<td>Provide a Statement of whether the Proposer or, to the Proposer’s knowledge, any of the Proposer’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere to any felony. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td>B.8.</td>
<td>Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.</td>
</tr>
</tbody>
</table>
| B.9. | Provide a Statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer’s performance in a contract pursuant to this RFP.  
NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. AIMS may require the Proposer to submit proof of such licensure detailing AIMS of licensure and licensure number for each person or entity that renders such opinions. |
| B.10. | Provide a Statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain |
**Section B— General Qualifications & Experience Items**

<table>
<thead>
<tr>
<th>Proposal Page # (Proposer completes)</th>
<th>Item Ref.</th>
<th>the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer’s performance in a contract pursuant to this RFP.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>NOTE:</strong> All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. AIMS may require the Proposer to submit proof of such licensure detailing AIMS of licensure and licensure number for each person or entity that renders such opinions.</td>
</tr>
<tr>
<td></td>
<td>B.11.</td>
<td>Provide a brief, descriptive Statement detailing evidence of the Proposer’s ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</td>
</tr>
<tr>
<td></td>
<td>B.12.</td>
<td>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.</td>
</tr>
<tr>
<td></td>
<td>B.13.</td>
<td>Provide a personnel roster listing the names of key people who the Proposer will assign to perform installation and training services required by this RFP. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual’s title, education, current position with the Proposer, and employment history.</td>
</tr>
</tbody>
</table>
| | B.14. | Provide a Statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:  
(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;  
(b) a description of the scope and portions of the work each subcontractor will perform; and  
(c) a Statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer’s response to this RFP. |
| | B.15. | Provide customer references from individuals (who are not current or former officials or staff of AIMS) for projects similar to the services sought under this RFP and which represent:  
• two (2) of the larger accounts currently serviced by the Proposer, and  
• three (3) completed projects.  
All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.  
The Proposer will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer’s sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.  
(a) “Customize” the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer’s name, and make exact duplicates for completion by references.  
(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.  
(c) Instruct the person that will provide a reference for the Proposer to: |
### Section B—General Qualifications & Experience Items

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);</td>
</tr>
<tr>
<td>(ii)</td>
<td>sign and date the completed, reference questionnaire;</td>
</tr>
<tr>
<td>(iii)</td>
<td>seal the completed, signed, and dated, reference questionnaire within the envelope provided;</td>
</tr>
<tr>
<td>(iv)</td>
<td>sign his or her name in ink across the sealed portion of the envelope; and</td>
</tr>
<tr>
<td>(v)</td>
<td>return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal).</td>
</tr>
</tbody>
</table>

(d) Do NOT open the sealed references upon receipt.  
(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required.

**NOTES:**
- AIMS will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.  
- AIMS will not review more than the number of required references indicated above.  
- While AIMS will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, AIMS reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.  
- AIMS is under no obligation to clarify any reference information.

**SCORE (for all Section B—Qualifications & Experience Items above):**

(maximum possible score = 100)

**AIMS Use – Evaluator Identification:**
TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more AIMS employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item’s raw, weighted score for purposes of calculating the section score as indicated.

<table>
<thead>
<tr>
<th>PROPOSER LEGAL ENTITY NAME:</th>
<th>Proposal Page # (Proposer completes)</th>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1.</td>
<td>Provide a narrative that illustrates the Proposer’s understanding of AIMS’s requirements and project schedule.</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>C.2.</td>
<td>Provide the Annual Work Plan for year one, with a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet AIMS’s project schedule.</td>
<td>10</td>
<td></td>
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</tr>
<tr>
<td>C.3.</td>
<td>Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within AIMS’s project schedule.</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>C.4.</td>
<td>Describe the on-line training course the Proposer will develop to provide teachers with an overview of the TIGER implementation system</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>C.5.</td>
<td>Describe the reporting functionality of the Web-based solution and provide examples of the various observation tools and reports the Proposer will provide</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.6.</td>
<td>Provide a narrative that describes how AIMS and school systems can add to the systems Professional Development on-line library resources</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.7.</td>
<td>Provide a narrative that illustrates the ease-of-use features of the web-based solution that the Proposer will provide.</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>C.8.</td>
<td>Provide a narrative that illustrates how the Proposer will provide customer service support for the web-based solution.</td>
<td>6</td>
<td></td>
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<tr>
<td>C.9.</td>
<td>Explain how the Proposer will provide full redundant</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section C—Technical Qualifications, Experience & Approach Items

<table>
<thead>
<tr>
<th>Proposal Page # (Proposer completes)</th>
<th>Item Ref.</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 8: Hosting services for the term of the contract.</td>
<td></td>
<td></td>
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<tr>
<td>C.10.</td>
<td>Describe the Proposer’s understanding of the rubric used to conduct the teacher evaluations.</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C.11.</td>
<td>Provide a narrative that describes the proposer’s understanding of the Evaluation Rubric.</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C.12.</td>
<td>Describe how the Proposer will develop Evaluation Rubric Training.</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>C.13.</td>
<td>Provide a narrative that describes the proposer’s understanding of the Evaluation Process and Forms.</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C.14.</td>
<td>Describe how the Proposer will develop Evaluation Process and Forms Training.</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>C.15.</td>
<td>Provide a narrative that describes the proposer’s understanding of inter-rater reliability as used for the teacher evaluation process.</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C.16.</td>
<td>Describe how the Proposer will develop Inter-rater Reliability Training.</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>C.17.</td>
<td>Provide a narrative that describes the proposer’s understanding of the Coaching Teacher concept.</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C.18.</td>
<td>Describe how the Proposer will develop Coaching Teacher Training.</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>C.19.</td>
<td>Provide a narrative that describes the proposer’s understanding of the importance of having a Data Culture in place to encourage a more thorough view of teacher effectiveness.</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C.20.</td>
<td>Describe how the Proposer will develop Data Culture Training.</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>C.21.</td>
<td>Describe how the Proposer will develop Follow-up Trainings.</td>
<td></td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.

**Total Raw Weighted Score:**

\[
\text{Total Raw Weighted Score:} \quad \text{(sum of Raw Weighted Scores above)}
\]

\[
\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}} \times 600 = \text{SCORE:} \quad \text{(maximum possible score)}
\]

**AIMS Use—Evaluator Identification:**
<table>
<thead>
<tr>
<th>Proposal Page # (Proposer completes)</th>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
</table>

AIME Use – RFP Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.3.

**COST PROPOSAL & SCORING GUIDE**

*NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, “BLANK” CELLS, ETC.):**

*NOTICE:* The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), “AIMS is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President or Chief Executive Officer*, this document must attach evidence showing the individual’s authority to legally bind the proposing entity.
<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>Evaluation Factor</th>
<th>Evaluation Cost (cost x factor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 Solution Implementation including Maintenance (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 1 Solution Implementation including Maintenance for Pilot School Districts (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 1 Solution Implementation Training (A.4.a.)</td>
<td>$ Number/per district</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Year 1 Fully Customizable Web-based Professional Development Library with updates (A.3.e.) – Due on or before August 15, 2011</td>
<td>$ Number/per year</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>District Level One Support Training (A.3.g.)</td>
<td>$ Number</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Year 1 Customer Support (A.3.h.)</td>
<td>$ Number/per district</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Year 2 Solution Implementation including Maintenance (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 2 Solution Implementation including Maintenance for Pilot School Districts (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 2 Fully Customizable Web-based Professional Development Library with updates (A.3.e.)</td>
<td>$ Number/per year</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 2 Customer Support (A.3.h.)</td>
<td>$ Number/per district</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Year 3 Solution Implementation including Maintenance (A.3.a - d., f.- g.)</td>
<td>$ Number/per district</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 3 Solution Implementation including Maintenance for Pilot School Districts (A.3.a - d., f.- g.)</td>
<td>$ Number/per district</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 3 Fully Customizable Web Fully Customizable Web-based Professional Development Library with updates (A.3.e.)</td>
<td>$ Number/per year</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Year 3 Customer Support (A.3.h.)</td>
<td>$ Number/per district</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Cost Item Description</td>
<td>Proposed Cost</td>
<td>Evaluation Factor</td>
<td>Evaluation Cost</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>----------------------</td>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Teacher Evaluation Process Training (A.4.b.1))</td>
<td>$ Number</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Teacher Evaluation Forms Training - (A.4.b.2))</td>
<td>$ Number</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>TIGER Evaluation Overview On-line Training (A.4.c.)</td>
<td>$ Number</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Two-day Teacher Evaluation Rubric A.4.d.1) and Inter-rater Reliability Training (A.4.d.2)</td>
<td>$ Number/per training</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Inter-rater Reliability Training Certification (A.4.d.3).)</td>
<td>$ Number</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Coaching Teacher Training (A.4.e.)</td>
<td>$ Number</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Data Culture Training (A.4.f.)</td>
<td>$ Number</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Effective Evaluation and Feedback Training (A.4.g.)</td>
<td>$ Number</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Training Evaluation (A.4.h.)</td>
<td>$ Number/per evaluation report</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Follow-up Training and Continuing Education (A.4.i.)</td>
<td>$ Number</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Hourly Services Rate (C.3.c.)</td>
<td>$ Number/per hour</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

**EVALUATION COST AMOUNT (sum of evaluation costs above):**

The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 300 = \text{SCORE: }
\]

**AIMS Use – RFP Coordinator Signature, Printed Name & Date:**
REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer’s Technical Proposal.
RFP # A2011T PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)

The “reference subject” specified above, intends to submit a proposal to AIMS in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this three page questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>TELEPHONE #:</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
</tr>
</tbody>
</table>

(3) What services does /did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5
If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of service delivery does /did the reference subject excel?

(9) In what areas of service delivery does /did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject’s project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

least satisfied | 1 | 2 | 3 | 4 | 5 | most satisfied
What, if any, comments do you have regarding the score selected above?

(11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

*Please respond by circling the appropriate number on the scale below.*

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar services?

*Please respond by circling the appropriate number on the scale below.*

1 2 3 4 5
least satisfied most satisfied

What, if any, comments do you have regarding the score selected above?

**REFERENCE SIGNATURE:**
(by the individual completing this request for reference information)

__________________________________________
(must be the same as the signature across the envelope seal)

**DATE:**
__________________________________________
### PROPOSAL SCORE SUMMARY MATRIX

<table>
<thead>
<tr>
<th>General Qualifications &amp; Experience (maximum: 100)</th>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Approach (maximum: 600)</td>
<td>PROPOSER NAME</td>
<td>PROPOSER NAME</td>
<td>PROPOSER NAME</td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Proposal (maximum: 300)</td>
<td>SCORE:</td>
<td>SCORE:</td>
<td>SCORE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Proposal Evaluation Score: (maximum: 1000)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RFP Coordinator Signature, Printed Name & Date:**
RFP # A2011T

RFP ATTACHMENT 6.6.

RFP # A2011T PRO FORMA CONTRACT

The pro forma contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract.

CONTRACT
BETWEEN THE TENNESSEE ASSOCIATION OF INDEPENDENT AND MUNICIPAL SCHOOLS
AND
CONTRACTOR NAME

This Contract, by and between the Tennessee Association of Independent and Municipal Schools, hereinafter referred to as “AIMS” and Contractor Legal Entity Name, hereinafter referred to as the “Contractor,” is for the provision of a comprehensive, Web-based, implementation system for the Teacher Instructional Growth for Effectiveness and Results (TIGER) evaluation model, as further defined in the “SCOPE OF SERVICES.”

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Contractor Federal Employer Identification: #
Contractor Place of Incorporation or Organization: Location

A. SCOPE OF SERVICES:

A.1. The Contractor will provide all service and deliverables as required, described, and detailed herein and will meet all service and delivery timelines as specified by this Contract.

The Contractor will provide a comprehensive, Web-based, implementation system for the Teacher Instructional Growth for Effectiveness and Results (TIGER) evaluation model approved by the Tennessee State Board of Education for use by the Local Educational Agencies (LEAs) in the state. The Implementation system will include a technology application that collects, processes, and analyzes teacher evaluation data elements as well as a professional development (PD) component that identifies PD options based upon administrative recommendations for each teacher and makes the PD available via on-line options and/or linkage to other district resources.

The Contractor will offer the web-based implementation system to the school districts that helped pilot the TIGER evaluation model at a lower per user fee than the other school districts in Tennessee. The list of pilot school districts is included in this contract as Attachment 3.

The Contractor will accompany AIMS personnel to regional meetings across the state between May 15 and May 31, 2011, to make school districts aware of the TIGER implementation solution and this contract that can be used to purchase the solution.

A.2. The Contractor will prepare, for AIMS approval, an Annual Work Plan that includes the activities that the Contractor will do during the year, as well as a planning schedule for these activities, under this. The Annual Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, and task responsibilities.

The first Annual Work Plan will be submitted with the Contractor's proposal by May 4, 2011, and by February 15 each year thereafter for the duration of the Contract. The Annual Work Plan will
be mutually agreed to by the Contractor and AIMS each year, and will cover the time periods stated below:

Year 1  May 4, 2011 through May 31, 2012  Due with Proposal May 4, 2011
Year 2  June 1, 2012 through May 31, 2013  Due to AIMS by February 15, 2012
Year 3  June 1, 2013 through May 31, 2014  Due to AIMS by February 15, 2013

The Annual Work Plan for the time period May 2011, through February 2012, is included in this Contract as Attachment 4.

A.3. TIGER Evaluation Model Implementation Solution

a. The Contractor will provide a TIGER implementation solution which will include the following elements:

1) Ability to house and display student and teacher qualitative data,
2) Personalized professional development modules (online videos, training, professional development, etc) aligned to the evaluation rubrics used within the AIMS TIGER evaluation model with the goal of continuously providing and improving effective instruction,
3) Ability to aggregate teacher evaluation results. Results will be aggregated at the school and district level as well as aggregated for all TIGER participant districts. Teacher evaluation results may also include prior results housed at the school or district level,
4) Ability to incorporate the Qualitative Conversion Table, to be provided by AIMS, that allows data entry by the evaluator which will then be converted into a usable format that will integrate the 50 percent qualitative data into the overall teacher evaluation (Tennessee Public Chapter 2, 2010), and
5) Ability to be scaled to allow Tennessee LEAs/school districts outside the AIMS member school organization to purchase and use the solution. A list of Tennessee school districts is included in this Contract as Attachment 5.

b. The Contractor’s implementation system and support services will be available for up to 1,500 site and district administrators who will evaluate approximately 30,000 teachers.

c. The web-based tool will maintain performance reliability of at least 98%. In the event the implementation system fails to meet this standard, liquidated damages will be assessed according to the following schedule:

<table>
<thead>
<tr>
<th>Monthly Performance Reliability</th>
<th>Liquidated Damages Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 95% and &lt; 98%</td>
<td>$100 per hour</td>
</tr>
<tr>
<td>&gt; 90% and &lt; 95%</td>
<td>$150 per hour</td>
</tr>
<tr>
<td>&gt; 85% and &lt; 90%</td>
<td>$200 per hour</td>
</tr>
<tr>
<td>&gt; 75% and &lt; 85%</td>
<td>$300 per hour</td>
</tr>
<tr>
<td>&gt; 75%</td>
<td>$500 per hour</td>
</tr>
</tbody>
</table>

Performance reliability will be measured by the number of hours the technology application is unavailable to users each calendar month, divided by the number of available hours within the month. (Example: June has 30 days, times 24 hours per day = 720 hours in the calendar month. If the technology application is unavailable for 8 hours that month, the performance reliability results would be [1 minus (8 divided by 720)]
System downtime for upgrades and maintenance is not included in this measure.

Liquidated damages will be documented by AIMS, and invoiced to the Contractor. Liquidated damages are assessed on each hour the system is not operational, below the 98% reliability level. The Contractor will pay the invoice within thirty (30) days of the date of the invoice.

d. Teacher Evaluation Data Gathering Tool.

The Contractor will provide a technology-enabled observation data gathering tool capable of housing the 50% qualitative data collected by observation.

The teacher evaluation tool will provide the following functionality for teacher evaluations and administrative oversight:

1) Secure, password protected log-in,
2) Password recovery feature,
3) Application Programming Interface (API): ability to add, update, and delete users,
4) Role-based permissions; access to features and content governed by role and site location,
5) Paperless online or offline application for mobile computers,
6) Flexible sort and search of evaluation data: by system, school rubric components (e.g. domain, component elements), teacher, date, content area, and grade level,
7) Full text search of evaluation data,
8) Manual and auto-save evaluation data; provide for access to multiple evaluations at any one time,
9) Evaluation scheduling, planning, and assignment,
10) Meeting scheduling component compatible with Outlook, Lotus Notes, and other iCalendar software,
11) Ability to document, store results, and aggregate results from all data sources for self, peer, and 360 degree evaluations for teachers, principals, and other staff members,
12) Customizable data naming and vocabulary standardization that enables the user to see and select standardized words and data labels, providing consistency by all users,
13) Accessibility for hand-held devices (e.g. net books, smart phones, etc.),
14) Drop-down menus for expected best practice comments about specific elements within the four major domains and corresponding components as well as optional comment boxes to allow an administrator to efficiently provide effective feedback to the teacher,
15) Automatically updated graphs and change (delta) tracking of domain ratings revealing inter-rater reliability issues,
16) Ability to send evaluation reports to teachers for review and response. Correspondence between evaluator and teacher are kept as part of the observation or evaluation record,
17) Ability to maintain secure, role-based access to coaching documents between coach mentor and teacher allowing collaboration between the two parties,
18) Ability to associate professional development content with components of rubrics; through these associations, the Tool can automatically suggest professional development content to teachers and principals,
19) Build a library of qualitative feedback for access and use by administrators during the evaluation process,
20) Build an individual, cumulative teacher file which houses all teacher evaluation data,
21) Fully customizable rubric-builder, allowing customers to define evaluations for a number of contexts; rubrics can contain exemplar suggestions for each indicator for inter-rater reliability,

22) Ease of use for non-technical users,

23) Copy and paste to build rubrics,

24) Aggregate or disaggregate reports at teacher, school, and district levels,

25) Teacher access/logins for historical record review,

26) Local schools and districts can create own video/media collections,

27) Upload and auto-encode video,

28) The ability to perform classroom observations, formal evaluations, and walkthroughs, and

29) Reporting functionality requirements:
   a) ability to create reports driven by teacher PD content interactions in school as well as across the district for aggregation purposes
   b) allow for content interactions for each teacher in a school to be itemized in reports,
   c) ability to select a specific school and see a detailed view of interactions for a given school, and
   d) ability to view detailed interactions with specific teacher(s),

e. Professional Development Library

The Contractor will provide a fully customizable Web-based professional development (PD) library. The PD library will be available to AIMS for review and approval no later than August 15, 2011. Updates to the PD library during Contract years two and three will be due July 1, 2012, and July 1, 2013 respectfully. The PD library will include the following:

1) All content within the library must be associated with a full description and must be fully searchable,

2) Ability to filter searches by grade level, content area, strategy, program, and teacher performance domains/components/elements,

3) Provision for teachers the ability to view and access streaming videos and documents,

4) Ability for users with the appropriate access to upload data that becomes available,

5) Web-based professional development courses,

6) Flexibility to adjust state standards as necessary due to changes,

7) Ability to track and be accountable for all forms of professional development,

8) Availability 24 hours per day, seven days per week with expectation of higher volume during the hours of 5:00 a.m. and 5:00 p.m. CST. If updates or maintenance to the system is required, the Contractor will give AIMS 24-hour notice and make every reasonable effort to complete these schedule improvements during the hours of 5:00 p.m. to 5:00 a.m. CST,

9) Ability to suggest professional development courses for every element and track teacher activity related to elements (e.g. The Contractor will provide a teacher evaluation tool solution that will use key terms contained within the teacher observation report to link PD opportunities to the teacher’s evaluation and improvement plan. The information for PD opportunities will be provided by the vendor. The solution will allow the administrators and/or districts to add information to be linked as well as provide capability to link to the State learning center,

10) Ability to document many types of interaction with individual teachers (e.g. interview, comments) to assist with determining if PD has been implemented in the classroom to document teacher improvement, and
11) Research-driven professional development videos and documents to include a minimum of journal articles, books, and other reference materials that administrators may suggest for individual teachers professional development plans.

f. Technical Requirements

1) The TIGER implementation tools will operate on the following technology specifications and platforms:
   a) Internet access (28.8 kbps or higher)
   b) 256 MB of free RAM
   c) Operating Systems
      i. Windows:
         ○ Windows 2000, XP, or Vista (32 bit)
         ○ Pentium III 1 GHz processor
      ii. Macintosh
         ○ Mac OS X 10.4 or 10.5
         ○ G4, G5 or Intel processor
         ○ iPod IOS 4+
   d) Browsers
      i. Internet Explorer 6+
      ii. Mozilla Firefox 3+
      iii. Apple Safari 3+
      iv. Google Chrome 9+

   **Google Gears is required for offline functionality.

2) Fully redundant hosting services operational 24 hours a day, 7 days a week. If updates or maintenance to the system is required, the Contractor will give AIMS at least one business day’s notice and make every reasonable effort to complete these schedule improvements during the hours of 5:00 p.m. to 5:00 a.m. CST.

g. On-line training course by July 15, 2011, for individuals at the district level that will provide level one support. Level one support includes a minimum of the following:
   1) ability to re-set user passwords,
   2) ability to modify user credentials,

h. Customer Support

The Contractor will provide the following hosting and support services:

1) Customer Support Service operational 24 hours a day, 7 days per week. The Contractor will provide Level Two Customer Service support (reference A.24). Each district will provide personnel to handle Level One customer service. Customer Service will be provided via two (2) methods: toll-free number and email.
2) Technology tool maintenance and upgrades during the Contract term,
3) Content updates throughout during the Contract term.
A.4. Training

AIMS reserves the right to have final approval on all training content and materials delivered under this Contract. Therefore, Contractor will provide the training courses and materials for all training to AIMS a minimum of fifteen (15) days prior to the required delivery date for each training to be provided, for AIMS to review and approve. AIMS will provide the review comments and any requested changes within five (5) days of receipt of the training materials. The final AIMS approved training classes and materials will then be provided by the Contractor no later than the required delivery dates specified in this Contract. A summary of the training sessions and their scheduled due dates is incorporated in this as Attachment 4.

a. TIGER Evaluation Model Implementation Solution Training

The Contractor will provide on-line, systems based training to each LEA/school district that purchases the solution no later than June 20, 2011. This training will be recorded and made available for viewing no later than September 1, 2011.

b. Teacher Evaluation Process and Forms Training

The Contractor will provide on-line training on the teacher evaluation process and forms to each LEA/school district that purchases the solution no later than July 1, 2011. This training will be recorded and made available for viewing no later than September 30, 2011.

1) Evaluation Process Training - The Contractor will use a core team of trained evaluators from the 2010-2011 school year as mentors for evaluators trained for the 2011-2012 school year. AIMS will provide a list of core team member’s information to the Contractor within 30 days prior to the first training session. The training will include information that will provide the following outcomes:

   a) Participants will be able to articulate to constituent educators the balance of accountability and support inherent in effective teacher evaluation processes.
   b) Participants will be able to understand the roles of the school principal, assistant principal, coach mentor, and district personnel in the teacher evaluation process,
   c) Participants will understand the teacher evaluation process structure and organization as well as the underpinnings and research that support it,
   d) Participants will learn that the teacher evaluation process is personalized for each classroom teacher and meets them where they are on their career path,
   e) Participants will learn that the teacher evaluation process progresses through stages of qualitative review, and
   f) Participants will learn that the teacher evaluation process ultimately integrates quantitative student achievement data.

2) Evaluation Forms Training - The Contractor will provide on-line training on the teacher evaluation process forms to each LEA/school district that purchases the solution. Participants will be able to identify and utilize the appropriate forms for each of the teacher evaluation stages, roles and responsibilities.
c. TIGER Evaluation Overview Training

The Contractor will provide an on-line course for teachers which will educate and assist with the understanding of the new TIGER evaluation process and solution no later than July 15, 2011. The evaluation process training will be on-line courses that are available to the users at any time and can be completed as many times as needed.

d. Teacher Evaluation Rubric and Inter-rater Reliability Training

The Contractor will provide a two-day, on-site training on the teacher evaluation rubric and inter-rater reliability to each LEA/school district that purchases the solution no later than August 1, 2011. The Contractor will provide this training by January 15, and August 1, of each Contract year. Each training session will have a maximum of fifty (50) participants. The Contractor will be responsible for securing the location of each training. A list of the Field Service Centers to potentially be used for training sites is included in this Contract as Attachment 2.

1) Evaluation Rubric Training - The Contractor will provide an on-site education and training on the teacher evaluation rubrics to each LEA/school district that purchases the solution. Training will include information that will provide the following outcomes:

   a) Participants will learn that this evaluation tool is based on a rubric,
   b) Participants will learn to identify the differences between domains, components, and elements,
   c) Participants will learn the components and elements of the following:
      i. Planning and Preparation,
      ii. The Classroom Environment
      iii. Instruction, and
      iv. Professional Responsibilities
   d) Participants will learn the differences in the qualitative rating scales as they relate to the rubrics, and
   e) Participants will learn how to document evidence supporting observation ratings.

2) Inter-rater Reliability Training - The Contractor will provide training on accurate and reliable observations to large populations of administrators (up to 1,500). In addition the Contractor will offer online solutions to calibrate the observations.

   The participants will:

   a) Discuss the indicators on the observation tool (rubric) to establish a shared understanding of the instructional practices to focus on during an observation,
   b) Practice rating the indicators on the observation tool through hands-on and virtual training with either live classroom observations or videos of real classrooms,
   c) Participate in discussions and/or interactions to calibrate participant's ratings from the live or video-based classroom observations with expert ratings. These discussions can happen during the training classes or during online webinars facilitated by the Contractor,
   d) Calculate inter-rater reliability agreement between participants and the expert rater to ensure participant's ratings are valid and reliable, and
   e) Complete a certification process.
3) Inter-rater Reliability Training Certification

The Contractor will provide a certification process for those evaluators that have completed the inter-rater reliability training no later than August 1, 2011. This certification process will include an on-line testing component, the scoring of the on-line testing component, and the resulting certification documentation. A list of all evaluators that have received certification will be provided to AIMS by the 15th of the month following each training session.

e. Training for Coaching Teachers

The Contractor will provide on-line training on a comprehensive approach to coaching teachers toward effective instructional practice no later than August 1, 2011. The training will include but not be limited to the following:

1) A research grounded and proven approach to coaching educators
2) A variety of classroom activities that should include:
   a) Instructional modeling,
   b) Co-teaching,
   c) Refinement via observation and feedback,
   d) Lesson/video analysis,
   e) Data analysis, and
   f) Assessment design.

f. Data Culture Training

The Contractor will provide on-line training on how an effective data culture supports the ultimate goal of linking teacher observation data and student growth data to form a more complete picture of teacher effectiveness no later than September 1, 2011. Participants will:

1) Understand how effective data serves as the basis of an instructional improvement plan that can lead to improved teacher performance as reflected in evaluations, and
2) Learn the best practices for collecting, understand, and applying data.

g. Effective Evaluation and Feedback Training for Administrators/Evaluators

The Contractor will provide on-line training to administrators and evaluators of each LEA/school district that purchases the solution on how to hold teachers accountable while offering support for improvement along the path to human capital decisions on or before October 1, 2011. The training will include information that will provide the following:

1) Participants will become familiar with research-based best practices for writing and delivering effective evaluations, and
2) Participants will identify and practice key aspects of the evaluation process, which includes but is not limited to how to analyze observation and other relevant data, and how to deliver effective feedback.

h. Evaluation of Training

1) The Contractor will create and implement an evaluation tool to be completed by all training participants on or before October 1, 2011. AIMS will provide feedback
to the Contractor on what items will be included in the evaluation tool. Each participant will be asked to complete the evaluation of training within 48 hours of conclusion of training session.

2) The Contractor will provide summary evaluation reports to AIMS within seven (7) days of completion of each training session. Summary reports will be used to determine training effectiveness and will be used by AIMS and the Contractor to improve training content.

i. Follow-up Training and Continuing Education

1) The Contractor will provide online follow-up and enrichment training no later than November 1, 2011. The Contractor will provide on-line webinar based training that will offer the opportunity for teachers and evaluators to discuss teacher evaluation implementation successes and challenges. These sessions will be moderated in real time by subject matter experts and provide the opportunity for professional collaboration. The Contractor will provide the proposed subject matter expert's information to AIMS for prior approval within seven (7) days of the start date of training, and

2) The Contractor will provide video and/or audio recordings of previous training sessions that can be viewed or accessed as often as necessary in order to assist teachers in the mastery of essential knowledge and skills. AIMS will post a link to these sessions on their Web-site for the end-user.

A.5. The Contractor will attend meetings of the AIMS board (minimum 2 to a maximum 6 times per year). AIMS will inform the Contractor of the date, time, and location of these meetings a minimum of thirty (30) prior to the meeting. The Contractor will present an oral and written status report to board members and provide twenty (20) bound copies of the status report and any supporting materials at the meeting. The Contractor’s cost for attending the meetings is not a separate reimbursable item on this Contract.

A.6. Correction of Deficiencies

Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to AIMS.

A.7. Additional Work

AIMS may request, at its sole discretion, additional work involving the enhancement or modification of a deliverable under the Contract Scope of Services, provided that this Contract is amended, pursuant to section 4.19 of the “RFP” solicitation resulting in and incorporated as a part of this Contract, to require such work. Remuneration for any such additional work shall be based on the applicable “contingent,” payment rate(s) detailed in Section C.3 of this Contract.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning May 13, 2011, and ending on May 31, 2013. The Contractor hereby acknowledges and affirms that AIMS shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event shall the maximum liability of AIMS under this Contract exceed **Written Dollar Amount ($Number)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

C.2. **Compensation Firm.** The payment rates and the maximum liability of AIMS under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The purpose of this Contract is to establish a source of services for local education agencies/school districts within the geographical limits of the state of Tennessee. The Contractor shall be compensated based on the payment rates herein for units of service authorized by AIMS in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor’s compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<table>
<thead>
<tr>
<th>#</th>
<th>Service Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Year 1 Solution Implementation including Maintenance (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>2</td>
<td>Year 1 Solution Implementation including Maintenance for Pilot School Districts (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>3</td>
<td>Year 1 Fully Customizable Web-based Professional Development Library with updates (A.3.e.) – Due on or before August 15, 2011</td>
<td>$ Number/per year</td>
</tr>
<tr>
<td>4</td>
<td>Year 1 Customer Support (A.3.h.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>5</td>
<td>Systems Training Due on or before June 20, 2011(A.4.a.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>6</td>
<td>Year 2 Solution Implementation including Maintenance (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>7</td>
<td>Year 2 Solution Implementation including Maintenance for Pilot School Districts (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>8</td>
<td>Year 2 Fully Customizable Web-based Professional Development Library with updates (A.3.e.) Due on or before July 1, 2012</td>
<td>$. Number/per year</td>
</tr>
<tr>
<td>9</td>
<td>Year 2 Customer Support (A.3.h.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>10</td>
<td>Year 3 Solution Implementation including Maintenance (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>11</td>
<td>Year 3 Solution Implementation including Maintenance for Pilot School Districts (A.3.a - d., f.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>#</td>
<td>Service Description</td>
<td>Amount (per compensable increment)</td>
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<td>------------------------------------------------------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Fully Customizable Web-based Professional Development Library with updates (A.3.e.)</td>
<td>$ Number/per year</td>
</tr>
<tr>
<td></td>
<td>Due on or before July 1, 2013</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Year 3 Customer Support (A.3.h.)</td>
<td>$ Number/per district</td>
</tr>
<tr>
<td>14</td>
<td>Training Evaluation (A.4.h.) - July 1, 2011</td>
<td>$ Number/per evaluation report</td>
</tr>
<tr>
<td>15</td>
<td>Teacher Evaluation Process Training (A.4.b.1)) due by July 1, 2011</td>
<td>$ Number</td>
</tr>
<tr>
<td>16</td>
<td>Teacher Evaluation Forms Training (A.4.b.2)) - due July 1, 2011</td>
<td>$ Number</td>
</tr>
<tr>
<td>17</td>
<td>District Level One Support Training (A.3.g.) Due on or before July 15, 2011</td>
<td>$ Number</td>
</tr>
<tr>
<td>18</td>
<td>TIGER Evaluation Overview course for teachers (A.4.c.) – due on or before July</td>
<td>$ Number</td>
</tr>
<tr>
<td></td>
<td>15, 2011</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Two-day Teacher Evaluation Rubric (A.4.d.1)) and Inter-rater Reliability Training</td>
<td>$ Number/per training</td>
</tr>
<tr>
<td></td>
<td>(A.4.d.2)) Due on or before August 1, 2011 (Maximum 50 attendees)</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Inter-rater Reliability Training Certification (A.4.d.3)) Due on or before August 1</td>
<td>$ Number</td>
</tr>
<tr>
<td></td>
<td>2011</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Coaching Teacher Training (A.4.e.) – Due on or before August 1, 2011</td>
<td>$ Number</td>
</tr>
<tr>
<td>22</td>
<td>Data Culture Training (A.4.f.) – Due on or before September 1, 2011</td>
<td>$ Number</td>
</tr>
<tr>
<td>23</td>
<td>Effective Evaluation and Feedback Training for Administrators (A.4.g) - Due on or</td>
<td>$ Number</td>
</tr>
<tr>
<td></td>
<td>before October 1, 2011</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Follow-up Training (A.4.i.) – Due on or before November 1, 2011</td>
<td>$ Number</td>
</tr>
</tbody>
</table>

c. Contingent Rates— In accordance with section A.7. of this Contract, AIMS may request and the Contractor may agree to perform additional work involving the enhancement or modification of deliverables under the Contract Scope of Services, provided that this Contract is amended to require such work.

1) Remuneration for any such additional work shall be based on the applicable contingent, payment rate(s) detailed below and as approved by AIMS.

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>AMOUNT PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICE DESCRIPTION</td>
<td>$AMOUNT</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>2) The Contractor shall not be</td>
<td></td>
</tr>
<tr>
<td>compensated for travel time to the</td>
<td></td>
</tr>
<tr>
<td>primary location of service provision</td>
<td></td>
</tr>
</tbody>
</table>

Compensation to the Contractor for such additional work as agreed upon by AIMS and the Contractor shall not exceed ten percent (10%) of the total of all other costs expressed in this Contract during the period of the Contract. If, at any point during the Contract term, AIMS determines that spending for such approved additional work would exceed said maximum amount, AIMS will execute an amendment to address the need.

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

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

Tennessee Association of Independent and Municipal Schools
501 Union Street, Suite 300 F
Nashville TN 37219

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

1) Invoice Number (assigned by the Contractor)
2) Invoice Date
3) Contract Number (assigned by AIMS)
4) Customer Account Name: Tennessee Association of Independent and Municipal Schools
5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
6) Contractor Name
7) Contractor Federal Employer Identification, Social Security Number Referenced in Preamble of this Contract
8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
9) Contractor Remittance Address
10) Description of Delivered Service
11) Complete Itemization of Charges, which shall detail the following:
   a) Service or Milestone Description (including name & title as applicable) of each service invoiced
   b) ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
   c) iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
   d) iv. Amount Due by Service
   e) v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
2) only be submitted for completed service and shall not include any charge for future work;
3) not include sales tax for service provided to LEA/school districts; and
4) initiate the timeframe for payment (and any discounts) only when AIMS is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by AIMS shall not prejudice AIMS’s right to object to or question any payment, invoice, or matter in relation thereto. A payment by AIMS shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor’s invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by AIMS, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. AIMS 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 AIMS any amounts, which are or shall become due and payable to AIMS by the Contractor.
D. **STANDARD TERMS AND CONDITIONS:**

D.1. **Required Approvals.** AIMS is not bound by this Contract until it is signed by the Contract parties.

D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by AIMS.

D.3. **Termination for Convenience.** AIMS may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by AIMS. AIMS shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall AIMS be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, AIMS shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to AIMS for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. **Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of AIMS. If such subcontracts are approved by AIMS, each shall contain, at a minimum, sections of this Contract below pertaining to “Conflicts of Interest,” “Nondiscrimination,” and “Records” (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. **Conflicts of Interest.** The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an officer or member of AIMS as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

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

D.7. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. **Prohibition of Illegal Immigrants.** The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to AIMS, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to AIMS a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to AIMS officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to AIMS officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by AIMS.

d. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by AIMS, the State of Tennessee Department of Education, the State of Tennessee Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by AIMS, the State of Tennessee Department of Education, the State of Tennessee Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to AIMS as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to
exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.14. **State Liability.** AIMS shall have no liability except as specifically provided in this Contract.

D.15. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this Contract.

D.18. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by e-mail or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or e-mail address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**AIMS:**

Tennessee Association of Independent and Municipal Schools (AIMS)
501 Union Street, Suite 300 F
Nashville TN 37219
Email Address
The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone #  Number
FAX #  Number

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

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the Tennessee “Children’s Act for Clean Indoor Air of 1995,” the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.4. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

E.5. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by AIMS, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.6. 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. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);

b. any clarifications of or addenda to the Contractor’s proposal seeking this Contract;

c. AIMS solicitation, as may be amended, requesting proposals in competition for this Contract;

d. any technical specifications provided to proposers during the procurement process to award this Contract;

e. the Contractor’s proposal seeking this Contract.

E.7. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

E.8. Disclosure of Personal Identity Information. The Contractor shall report to AIMS any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of AIMS, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.9. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to AIMS and/or the school districts as required.

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

a. Federal Grant Award Documents, as applicable.

b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars,
including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_ofm_circulars/.


d. The Recovery Act, including but not limited to the following sections of that Act:

1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.

3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

i. gross mismanagement,

ii. gross waste,

iii. substantial and specific danger to public health or safety,

iv. abuse of authority, or

v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

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

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

4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and

ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and

ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

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

8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.9., “Federal Economic Stimulus Funding.”
IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

______________________________  __________________________
CONTRACTOR SIGNATURE          DATE

______________________________  __________________________
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE ASSOCIATION OF INDEPENDENT AND MUNICIPAL SCHOOLS (AIMS):

______________________________  __________________________
NAME & TITLE                   DATE
ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<table>
<thead>
<tr>
<th>SUBJECT CONTRACT NUMBER:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR LEGAL ENTITY NAME:</th>
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</table>

<table>
<thead>
<tr>
<th>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</th>
<th></th>
</tr>
</thead>
</table>

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION
# STATE OF TENNESSEE FIELD SERVICE CENTER LOCATIONS

<table>
<thead>
<tr>
<th>Field Service Center</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>East Tennessee Field Service Center</strong></td>
<td>2761 Island Home Boulevard, Knoxville, TN 37920</td>
</tr>
<tr>
<td><strong>South Central Field Service Center</strong></td>
<td>200 Dover St, Suite 106, Shelbyville, TN 37160</td>
</tr>
<tr>
<td><strong>First Tennessee Field Service Office</strong></td>
<td>Lower Level, Rogers Stout Hall, Johnson City, TN 37614-1701</td>
</tr>
<tr>
<td><strong>South East Tennessee Field Service Office</strong></td>
<td>3535 Adkisson Dr, Rooms 23-27, Cleveland, TN 37320</td>
</tr>
<tr>
<td><strong>Memphis/Shelby Field Service Office</strong></td>
<td>4075 Park Av, 2nd Floor, Memphis, TN 38111</td>
</tr>
<tr>
<td><strong>South West Tennessee Field Service Office</strong></td>
<td>100 Berry Hill Dr, Jackson, TN 38301</td>
</tr>
<tr>
<td><strong>Mid Cumberland Field Service Office</strong></td>
<td>1256 Foster Av, Hardison Hall, Nashville, TN 37243</td>
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<tr>
<td><strong>Upper Cumberland Field Service Office</strong></td>
<td>Tennessee Tech University, Cookeville, TN 38505</td>
</tr>
<tr>
<td><strong>Northwest Tennessee Field Service Office</strong></td>
<td>423 Clement Hall at UTM, 210 Hurt Street, Martin, TN 38238</td>
</tr>
</tbody>
</table>
TIGER EVALUATION MODEL PILOT SCHOOL DISTRICTS

- Lebanon Special School District
- Lenoir City
- Lexington City
- Milan Special
- Union City
- Sevier County
- Greeneville City
- Jackson-Madison County
- Richard City
- Unicoi County
- Hollow Rock-Bruceton Special
- Lincoln County
- Alamo City
- Maryville City
- Paris Special
- Cheatham County
- Fayette County
- Tipton County
- Bradford Special
- Trousdale County
- Fayetteville City
- Roane County
- Putnam County
- South Carroll Special
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<tr>
<th>Section C.3. Deliverable #</th>
<th>Training</th>
<th>Section Ref</th>
<th>Delivery Method</th>
<th>Due to AIMS for Review</th>
<th>Due Date</th>
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<tr>
<td>5</td>
<td>TIGER Evaluation Application Systems Training</td>
<td>A.4.a.</td>
<td>Webinar Recorded</td>
<td>06/05/11</td>
<td>06/20/11</td>
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<tr>
<td>14</td>
<td>Evaluation of Training</td>
<td>A.4.h.</td>
<td></td>
<td>06/15/11</td>
<td>07/01/11</td>
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<td>15</td>
<td>Teacher Evaluation Process Training</td>
<td>A.4.b.1)</td>
<td>On-line 1 day</td>
<td>06/15/11</td>
<td>07/01/11</td>
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<td>16</td>
<td>Teacher Evaluation Forms Training</td>
<td>A.4.b.2)</td>
<td></td>
<td>06/15/11</td>
<td>07/01/11</td>
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<td>18</td>
<td>TIGER Evaluation Overview Course for Teachers</td>
<td>A.4.c.</td>
<td>On-line</td>
<td>07/01/11</td>
<td>07/15/11</td>
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<tr>
<td>19</td>
<td>Teacher Evaluation Rubric and Inter-rater Reliability Training</td>
<td>A.4.d.1) A.4.d.2)</td>
<td>Face-to-Face 2 Day</td>
<td>07/15/11</td>
<td>08/01/11</td>
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<td>17</td>
<td>District Level One Customer Support Training</td>
<td>A.3.g.</td>
<td>On-line</td>
<td>07/01/11</td>
<td>07/15/11</td>
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<td>20</td>
<td>Inter-Rater Reliability Training Certification</td>
<td>A.4.d.3)</td>
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<td>07/15/11</td>
<td>08/01/11</td>
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<td>22</td>
<td>Data Culture Training</td>
<td>A.4.f.</td>
<td>On-line</td>
<td>08/15/11</td>
<td>09/01/11</td>
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<td>21</td>
<td>Training for Coaching Teachers</td>
<td>A.4.e.</td>
<td>On-line</td>
<td>07/15/11</td>
<td>08/01/11</td>
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<td>23</td>
<td>Effective Evaluation and Feedback Training for Administrator/Evaluators</td>
<td>A.4.g.</td>
<td>On-line</td>
<td>09/15/11</td>
<td>10/01/11</td>
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<tr>
<td>24</td>
<td>Follow-Up and Continuing Education</td>
<td>A.4.i.</td>
<td>On-line webinars</td>
<td>10/15/11</td>
<td>11/01/11</td>
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<tr>
<td>5</td>
<td>TIGER Evaluation Application Systems Training</td>
<td>A.4.a.</td>
<td>Webinar Recorded</td>
<td>06/05/11</td>
<td>06/20/11</td>
</tr>
</tbody>
</table>
Tennessee School Districts (Number of Teachers)

**Small (0-300)**
- Alamo City (Crocket) -- 40
- Alcoa City (Blount) -- 109
- Athens City (McMinn) -- 116
- Bells City (Crockett) -- 29
- Benton County -- 179
- Bledsoe County -- 130
- Bradford Special (Gibson) -- 39
- Bristol City (Sullivan) -- 267
- Cannon County -- 160
- Chester County -- 156
- Clay County -- 84
- Clinton City (Anderson) -- 61
- Crockett County -- 127
- Dayton City (Rhea) -- 54
- Decatur County -- 122
- Dekalb County -- 193
- Dyer County -- 215
- Dyersburg City (Dyer) -- 204
- Elizabethton City (Carter) -- 157
- Etowah City (McMinn) -- 27
- Fayette County -- 280
- Fayetteville City (Lincoln) -- 70
- Fentress County -- 164
- Gibson County Special -- 213
- Grainger County -- 221
- Greenville City (Greene) -- 208
- Grundy County -- 186
- Hancock County -- 89
- Hardin County -- 267
- Haywood County -- 237
- Henderson County -- 237
- Henry County -- 213
- Hickman County -- 290
- Hollow Rock-Bruceton (Carroll) -- 48
- Houston County -- 100
- Humboldt City (Gibson) -- 96
- Humphreys County -- 213
- Huntingdon (Carroll) -- 84
- Jackson County -- 114
- Johnson County -- 156
- Lake County -- 76
- Lebanon Special -- 230
- Lenoir City -- 136
- Lewis County -- 134
- Lexington City (Henderson) -- 79
- Lincoln County -- 273
- Macon County -- 233
- Manchester City (Coffee) -- 101
- Marion County -- 277
- McKenzie Special (Carroll) -- 87
- Meigs County -- 121
- Milan Special (Gibson) -- 147
- Moore County -- 70
- Morgan County -- 249
- Newport City (Cocks) -- 62
- Obion County -- 276
- Oneida Special (Scott) -- 85
- Overton County -- 214
- Paris Special (Henry) -- 111
- Perry County -- 85
- Pickett County -- 59
- Polk County -- 184
- Rhea County -- 287
- Richard City (Marion) -- 26
- Rogersville City (Hawkins) -- 48
- Scott County -- 211
- Sequatchie County -- 162
- Smith County -- 226
- South Carroll (Carroll) -- 27
- Stewart County -- 143
- Sweetwater City (Monroe) -- 104
- Trenton Special (Gibson) -- 95
- Trousdale County -- 99
- Tullahoma City (Coffee) -- 234
- Unicoi County -- 164
- Union City (Obion) -- 112
- Union County -- 221
- Van Buren County -- 60
- Wayne County -- 208
- West Carroll (Carroll) -- 75
- White County -- 269

**Medium (301-1000)**
- Anderson County -- 546
- Bedford County -- 518
- Blount County -- 716
- Bradley County -- 624
- Campbell County -- 394
- Carter County -- 431
- Cheatham County -- 436
- Claiborne County -- 350
- Cleveland City (Bradley) -- 306
- Cocke County -- 337
- Coffee County -- 307
- Cumberland County -- 485
- Dickson County -- 563
- Franklin County -- 385
- Franklin Special (Williamson) -- 322
- Giles County -- 306
- Greene County -- 468
- Hamblen County -- 637
- Hardeman County -- 337
- Hawkins County -- 518
- Jackson-Madison County -- 950
- Jefferson County -- 471
- Johnson City (Washington) -- 508
- Kingsport City (Sullivan) -- 441
- Lauderdale County -- 325
- Lawrence County -- 452
- Loudon County -- 341
- Marshall County -- 347
- Maryville City (Blount) -- 320
- Maury County -- 777
- McNairy County -- 334
- Monroe County -- 326
- Murfreesboro City (Rutherford) -- 470
- Oak Ridge City (Anderson) -- 437
- Putnam County -- 644
- Roane County -- 476
- Robertson County -- 714
- Sevier County -- 974
- Sullivan County -- 815
- Tipton County -- 746
- Warren County -- 443
- Washington County -- 580
- Weakley County -- 321
- Wilson County -- 915

Large (1001+)
- Clarksville-Montgomery County -- 1,919
- Hamilton County -- 2,846
- Knox County -- 3,707
- Memphis City (Shelby) -- 6,991
- Metro Nashville (Davidson) -- 5,064
- Rutherford County -- 2,389
- Shelby County -- 3,034
- Sumner County -- 1,853
- Williamson County -- 2,003