

# Tennessee Financial Literacy Commission (TNFLC) Competitive Procurement Document

## 1) Schedule of Events:

- a. November 14, 2012 – Competitive Procurement Document issued.
- b. November 15 – November 28, 2012 - Written question and answer period.
  - i. Questions regarding the procurement may be asked in writing prior to the close of business November 21, 2012.
  - ii. Questions will be directed either via email to [james.armistead@tn.gov](mailto:james.armistead@tn.gov) or regular post to:

Tennessee Financial Literacy Commission  
PO Box 198782  
Nashville, TN 37219-8782
  - iii. Responses to all questions will be published on the TNFLC website prior to the close of business November 28, 2012.
- c. December 14, 2012 – Completed proposals due to the Tennessee Financial Literacy Commission. Proposals will be either emailed or mailed through regular post in accordance with the instructions above.

## 2) Instructions for Proposers:

- a. Review the objectives document and the scope of services section of the pro forma contract.
- b. Answer the provided questions of proposers. Answers shall be type written each shall have a number (example: 2.01) next to each answer that corresponds with the questions.

## 3) Evaluation Process

- a. Proposals will be individually evaluated by a team of no less than 4 individuals selected by the TNFLC.
- b. Selection of contractor will be based upon an evaluation of proposer's qualifications and experience, responses to the provided questions, and proposed cost.
- c. The TNFLC reserves the right to enter into negotiations with the apparent best-evaluated proposer.

**1. Objectives of the Tennessee Financial Literacy Commission (TNFLC) in this procurement:**

- 1.01 To assure that every elementary school student in Tennessee is taught the financial literacy curriculum and to create for the student a sufficient knowledge base to materially aid the student in making sound financial decisions at significant financial events during the student's lifetime.
- 1.02 To establish regular, professionally conducted comprehensive training summits throughout Tennessee to train and motivate all elementary school teachers to teach the financial literacy curriculum. The term "elementary school teacher" or "teacher" means all public, private, parochial and certified home school elementary instructors actively teaching throughout Tennessee. The term "financial literacy curriculum" or "curriculum" means the Fitness for Life financial literacy curriculum or such other financial literacy curriculum as is approved in writing by the Chair of the TNFLC.
- 1.03 Once per year at one (1) of the above described summits in each Grand Division of the state, to also conduct middle school financial literacy training for middle school teachers specifically identified by the TNFLC.
- 1.04 To conduct as required by TNFLC in each Grand Division of the state each year a maximum of three (3) additional Special Training Sessions for elementary school teachers to train them to teach the curriculum. Such Special Training Sessions most likely will be held as a segment of required dedicated teacher in-service training for a local school system.
- 1.05 To motivate teachers to teach the curriculum to their students and to otherwise incorporate the curriculum into their classrooms.
- 1.06 To train and motivate elementary school teachers to gauge the success of the curriculum through the use of measurable assessments provided by the TNFLC or otherwise approved in advance in writing by the Chair of the TNFLC.
- 1.07 To educate elementary school teachers about the importance of Tennessee's 529 College Savings Plan and to incorporate information about the Tennessee college savings program into the financial literacy curriculum.
- 1.08 To inform teachers about the financial literacy resources for teachers, students and parents that are available through the TNFLC, its website and web tutorial.
- 1.09 At the summits and other Special Training Sessions, to also educate elementary school teachers in adult financial literacy concepts that they may use in making sound key financial decisions in their lives.

## **2. Questions for Proposers:**

- 2.01 Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company, unincorporated association) and business location (physical location or domicile).
- 2.02 State the name, e-mail address, mailing address, telephone number, and facsimile number of the person the TNFLC should contact regarding the proposal.
- 2.03 This procurement will be awarded by the TNFLC by Grand Division of the state of Tennessee. A potential vendor may bid on one (1) or more Grand Division(s) of the state. Please state which Grand Division(s) with respect to which the potential vendor desires to provide the services sought by this procurement.
- 2.04 Briefly describe how long the Proposer has been performing the services required by this Solicitation.
- 2.05 Provide a descriptive statement detailing the steps the Proposer intends to take to furnish the services (to supplement the activities of the TNFLC described in Section A.2. of the pro forma contract) for teacher outreach and promotion of each of the summits under this Solicitation. The response should include information concerning the personnel and other resources that will be utilized by the Proposer in outreach and promotion.
- 2.06 Provide a detailed description of how the Proposer will plan, organize, staff, equip, supply and conduct the summits and Special Training Sessions to provide financial literacy training to elementary school teachers utilizing the Financial Fitness for Life curriculum or other proposed curriculum as described in Section A.1.(h) of the pro forma contract.
- 2.07 Provide the names and a description of the professional qualifications of each of the staff members the Proposer intends to use to conduct the financial literacy training required by this solicitation and the pro forma contract. Please provide level of education, certifications and years of experience of the individuals that will conduct the training.
- 2.08 Provide a detailed description of how the Proposer will train the middle school teachers in the middle school financial literacy curriculum as required by Section A.1.(d) of the pro forma contract.
- 2.09 Provide a description of the Proposer's ability to conduct "webinars" and provide other web based content to teachers.

- 2.10 Provide up to three (3) examples of successful teacher outreach efforts that the Proposer has performed in relation to financial literacy training.
- 2.11 Provide a narrative that illustrates how the Proposer will plan and execute “summit style” financial literacy training for a minimum of 50 up to a maximum of 200 teachers during a summit.
- 2.12 Tennessee’s 529 College Savings Program is an integral part of the agenda of the TNFLC. Please describe your organization’s capability to develop a curriculum segment highlighting the importance of college savings that will supplement the Financial Fitness for Life curriculum.
- 2.13 Please describe your organization’s familiarity with the state’s “common core standards” developed by the Tennessee Department of Education.
- 2.14 Please provide a narrative of a schedule of events your organization would host assuming the goal of the TNFLC be to train 400 teachers per year.
- 2.15 One aspect of financial literacy training that is of particular importance to the TNFLC is the ability to perform assessments relative to the students’ understanding of the financial literacy curriculum. Please provide a narrative of your organization’s ability to either create or adopt an assessment tool that will complement the financial literacy curriculum that the teachers are trained in.
- 2.16 Please describe how and in what manner your organization would provide monthly reports regarding completed financial literacy training and assessment results to TNFLC staff.
- 2.17 As the TNFLC expands, so might its target audience. Please provide a description of how adaptable your organization is to change and provide at least one example of how your organization has successfully adapted to change in the past.
- 2.18 One aspect of the teacher training summits is personal finance training specifically for the teachers. Please describe your organization’s capability to provide additional break-out sessions for teachers to attend with a personal finance theme including utilizing and leveraging the resources of other organizations involved in financial literacy throughout the state.
- 2.19 Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this Solicitation, 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 Solicitation.

## Cost Proposal

The TNFLC has a target of conducting three (3) teacher training summits per Grand Division per year and two (2) additional, special training summits per Grand Division per year. The TNFLC may request a limited number of additional training summits throughout the term of the contract. In light of these targets and the potential for requested for a limited number of additional training summits, Proposers are asked to propose a cost per summit (and not a yearly cost) to perform the services requested in this Solicitation.

<b>PROPOSER'S SIGNATURE:</b>	
<b>PRINTED NAME &amp; TITLE:</b>	
<b>DATE:</b>	

<b>OFFEROR'S LEGAL ENTITY NAME:</b>				
Cost Item Description	Cost per summit conducted 1/1/13 – 12/31/13	Cost per summit conducted 1/1/14 – 12/31/14	Cost per summit conducted 1/1/15 – 12/31/15	
For all services set forth in Sections A.1 thru A.6 of the <i>pro forma</i> contract) for each summit	\$	\$	\$	

**CONTRACT  
BETWEEN**

**THE TENNESSEE FINANCIAL LITERACY COMMISSION  
AND  
CONTRACTOR NAME**

This Contract, by and between the Tennessee Financial Literacy Commission, hereinafter referred to as "TNFLC" or "the Commission", and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of **the administration of an educational program in financial literacy for the students and citizens of the State of Tennessee, pursuant to Tenn. Code Ann. § 49-6-1704, in the \_\_\_\_\_ grand division of the State of Tennessee,** 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 Place of Incorporation or Organization: **Location**

Contractor FEIN or Edison Registration ID # **Number**

**A. SCOPE OF SERVICES:**

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

Curriculum and Educational Activities. The Contractor will provide a program that include curriculum and training activities in financial literacy. The Contractor's duties in connection with the referenced curriculum and training activities include, but are not limited to, the duties listed in this section. The Contractor shall, at a minimum:

- (a) Except as provided in Section A.2 below, Contractor will plan, organize, staff, equip, supply and conduct in accordance with this Scope of Services all aspects of at least three (3) teacher financial literacy summits per calendar year in each grand division of the state and such Special Training Sessions as may be required by the TNFLC.
- (b) Each summit will be no longer than 5 total hours in length. The Contractor will furnish a box lunch to each participant at lunchtime during one of the instructional sessions along with an appropriate drink. The Contractor will also make available to each participant appropriate snacks and drinks during at least the first 2 instructional hours.
- (c) The summit will consist of sequential sessions held in the following order on a single day composed at a minimum of: (a) 120 minutes of instruction for elementary school teachers in the financial literacy curriculum; (b) 45 minutes of instruction on the Tennessee 529 College Savings Program; (c) 45 minutes of instruction for a representative of the Tennessee Consolidated Retirement System (TCRS); and (d) 45 minutes of instruction on personal adult financial literacy.

- (d) One of the summits held in each Grand Division each year will, in addition to the session for elementary school teachers described in A.1 (c) above, include a separate training session consisting of a minimum of 120 minutes of training for middle school teachers in a middle school financial literacy curriculum.
- (e) The Contractor may not charge the participating teachers in any manner for the summit, or for any materials or other services/supplies furnished. This includes, but is not limited to, parking, which must be furnished free to all teachers.
- (f) The Contractor will furnish for each summit adequate facilities at state colleges and universities and all appropriate and necessary equipment and supplies to fully comply with the requirements of this Contract, in order to comfortably accommodate all attendees, and to conduct the summit in an environment conducive to learning. "Adequate facilities" includes, but is not limited to, facilities that comply with all applicable laws and regulations regarding access by handicapped individuals; furnishing a table and chair for use by each participant during all sessions; and use in each session of a sound system that enables each participant to hear the presentations clearly.
- (g) The Contractor will plan and conduct grass roots teacher recruitment prior to each summit in coordination with the TNFLC with the goal of achieving attendance of between 50 and 200 teachers at each summit. The grass roots outreach of the vendor will direct teachers to register for the summit online at the TNFLC website or by fax with the TNFLC.
- (h) The Contractor will utilize in the training for elementary school teachers the Financial Fitness for Life curriculum currently used by the TNFLC or other elementary financial literacy curriculum approved in advance in writing by the Chair of the TNFLC.
- (i) The Contractor will utilize in the training for middle school teachers the curriculum currently used by TNFLC or other middle school financial literacy curriculum approved in advance in writing by the Chair of the TNFLC.
- (j) The Contractor will motivate teachers to integrate the financial literacy curriculum and information on the Tennessee 529 College Savings Program into their current curriculum that they teach in the classroom.
- (k) Each trainer conducting the training in the financial literacy curriculum must have experience using the curriculum and also must have at least a Bachelor's degree from an accredited college or university.
- (l) The Contractor will distribute to each teacher such materials as the TNFLC may furnish to the Contractor.
- (m) No persons other than elementary school teachers or middle school teachers, TNFLC staff members, such persons or entities whose presence is authorized in advance in writing by TNFLC, or staff members of the contractor, may receive training or be present at the summits.
- (n) No materials may be distributed, signs displayed or videos utilized, to promote a summit or be used at a summit unless approved in advance in writing by the TNFLC. All such materials and signs shall conspicuously identify the Contractor as a contractor of the TNFLC, and shall include the name and logo of the TNFLC and the TNFLC website address.

- (o) The Contractor will furnish to the TNFLC at least 30 days prior to beginning of each calendar year a schedule of the proposed dates, times, locations, description of facilities to be used and instructional staff to be utilized for the summits to be conducted by the Contractor during the year, which schedule shall be subject revision and approval of the TNFLC before the Contractor may proceed.
- (p) The Contractor will furnish to the TNFLC promptly at the conclusion of each summit a list of the teachers attending the summit. Such list will at a minimum consist of the full name of the teacher, the grade she/he teaches and the school name, county/city and address where she/he teaches, and the work and personal email addresses of the teacher.

A.2. The TNFLC will provide the services set out in A.2.(a), A.2.(b) and A.2.(c) below:

- (a) For each Summit and Special Training Session, the TNFLC will furnish a qualified instructor to teach the component on the Tennessee 529 College Savings Program, and the TNFLC will provide all materials to be used or distributed to teachers during this session. Additionally, the TNFLC will provide a representative from the Tennessee Consolidated Retirement System (TCRS) to provide a presentation on the teacher pension plan.
- (b) No less than 30 days prior to each Summit, the TNFLC shall mail to all school principals in the counties targeted for the Summit, flyers promoting the Summit along with letter asking that one of the flyers be placed in the personal mail box of each elementary teacher at the school. The flyers will conspicuously state that the Contractor is conducting the Summit under the auspices of the TNFLC.
- (c) The TNFLC will collect all registrations and provide the Contractor with a list of registered teachers within a sufficient time before the Summit that the Contractor may prepare a registration list and name tags.

A.3. Geographic Scope. The program will operate in all counties and school districts located in the \_\_\_\_\_ grand division. Efforts should be made to specifically include all school districts in the \_\_\_\_\_ grand division, including, but not limited to rural, low academically performing, low-income systems and schools, private schools, home schooling programs and parochial schools.

A.4. Reporting and Coordination Requirements. The Contractor will regularly report to and coordinate activities pursuant to this Contract with the TNFLC. Specifically, the Contractor will:

- (a) Report monthly or as needed to the TNFLC on teacher training summits conducted pursuant to this Contract and proposed plans for future summits pursuant to this Contract;
- (b) Report monthly or as needed to the TNFLC the results of student assessments submitted to the Contractor by teachers who attended training summits;
- (c) Coordinate with school district personnel on efforts to certify financial literacy training summits as continuing professional education for Tennessee teachers, recognized by each individual district.

A.5. Special Reporting Requirements.

In addition to the reporting requirements set out in Section A.4., the Contractor shall report the following to the TNFLC within a reasonable time after the TNFLC's request:

- (a) The date (year) of each training program provided by the contractor pursuant to this Contract;
- (b) The name and email address of and grade taught (if available) by each teacher the contractor has trained pursuant to this Contract;
- (c) The name, address and school district of each school participating in the training provided pursuant to this Contract; and
- (d) Beginning with the first training provided after the effective date of this Contract, the name, email address and telephone number of the principal of each school participating in the training provided pursuant to this Contract.

A.6. Consulting. Upon request from the TNFLC, Contractor will provide consulting services in the review of personal finance standards taught in grades kindergarten through eight (K-8) and recommended revisions to such standards or other curriculum improvements. Such consulting services may also include preparation of a report of recommendations to the Department of Education and the State Board of Education.

**B. CONTRACT PERIOD:**

B.1. This Contract shall be effective for the period beginning January 1, 2013, and ending on December 31, 2013. The Contractor hereby acknowledges and affirms that the TNFLC shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. Term Extension. The TNFLC reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than three (3) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the TNFLC's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the TNFLC 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 the TNFLC. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the TNFLC requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The TNFLC is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the TNFLC under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the TNFLC in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	1/1/13 – 12/31/13	1/1/14 – 12/31/14	1/1/15-12/31/15
All services set forth in Sections A.1 thru A.6 for each summit	\$	\$ if extended pursuant to B.2	\$ if extended pursuant to B.2

- c. The annual amounts above represent the maximum liability of the TNFLC for each year of this Contract. The Contractor shall submit an invoice to the TNFLC within thirty (30) days after the end of each quarter representing only the work performed during the quarter to which the invoice corresponds.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the TNFLC only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices quarterly, with all necessary supporting documentation, to:

Tennessee Financial Literacy Commission  
c/o James Armistead, Manager  
P.O. Box 198782  
Nashville, Tennessee 37219-8782

- 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) Invoice Period (to which the reimbursement request is applicable)
  - (4) Customer Account Name: TNFLC
  - (5) Contractor Federal Employer Identification or Tennessee Edison Registration ID Number
  - (6) Contractor Contact for Invoice Questions (name, phone, and/or fax)

- (7) Contractor Remittance Address
- (8) Complete Itemization of Charges, which shall detail the following:
  - i. Service Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Amount Due by Service
  - iv. Total Amount Due for the invoice period

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

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

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

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

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The TNFLC is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

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

D.3. Termination for Convenience. The TNFLC may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the TNFLC. The TNFLC shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the TNFLC be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the

Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the TNFLC shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the TNFLC for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the TNFLC. If such subcontracts are approved by the TNFLC, each shall contain, at a minimum, sections of this Contract below pertaining to "Nondiscrimination," "Records", "Public Accountability" and "Public Notice" (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. 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.7. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the TNFLC a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to the TNFLC or state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to the TNFLC or state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the TNFLC.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Chief Procurement Officer to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the TNFLC, the Tennessee Treasury Department, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting Manual for Non-Profit Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://www.comptroller.tn.gov/ma/nonprofit/nonprofit1.pdf>).
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the TNFLC, the Tennessee Treasury Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the TNFLC as provided in Sections A.4. and A.5. above and as otherwise requested by the TNFLC.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The TNFLC shall have no liability except as specifically provided in this Contract.

- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The TNFLC:

James Armistead, Manager  
Tennessee Financial Literacy Commission

P.O. Box 198782  
Nashville, Tennessee 37219-8782  
tn.flc@tn.gov  
Telephone # 615-532-5892  
FAX # 615-401-6816

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. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the TNFLC reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the TNFLC. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the TNFLC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

E.7. Charges to Service Recipients Prohibited. The Contractor shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Contract.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

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

**TENNESSEE FINANCIAL LITERACY COMMISSION:**

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**DAVID H. LILLARD, JR., CHAIR**

**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

**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.**

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**