



REQUEST FOR PROPOSALS

Cloud-Based Reading Practice Services

The Hamblen County Department of Education will receive sealed bids for the provision of **Cloud-Based Reading Practice Services** as specified herein. Bids must be received by **8:30 a.m. EST** on Monday, **January 13, 2020**. Late bids will not be considered nor returned. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen carrier. If your bid is received after the deadline, it will be automatically disqualified.

RFP Item#
IT20.13.01.1

Cloud-Based
Reading
Practice
Services

Opening Date
January 13,
2020

Opening Time
8:30 AM EST

All questions regarding this RFP/Bid **MUST** be submitted via email by the deadline noted in this document. Please reference RFP Item Number in subject line of email. Phone calls will not be accepted. Please submit questions to Harold@hcboe.net.

DELIVER BIDS TO:

IT20.13.01.1 – Cloud-Based Reading Practice and Assessment Services

Opening Date: January 13, 2020

Hamblen County Dept. of Education

Technology Department

210 East Morris Blvd.

Morristown, TN 37813

THE BID ENVELOPE MUST SHOW THE BID NUMBER, NAME, AND OPENING DATE.

SECTION I GENERAL TERMS AND CONDITIONS

Additional Information:

- 1.1 Send requests for additional information to Harold Jones, Supervisor of Technology & Communications, Harold@hcboe.net. Please reference RFP Item No. in subject line of email. Information about the Hamblen County Department of Education current bids may be obtained on the Internet at <https://www.hcboe.net/bidsandrfps>

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Remanufactured Equipment:

- 1.2 Vendors are advised that remanufactured or refurbished equipment will not be accepted for this bid.

Recycling Efforts:

- 1.3 Vendors are to state the percentage of product made from recycled materials. Specify the amount of post consumer waste separately from pre-consumer recycled content.

Conflict of Interest:

- 1.4 Vendors must have a "non-conflict of interest" affidavit on file prior to contract award.

Non-Discrimination:

- 1.5 Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Processing Time For Payment:

- 1.6 Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

Alternative Bids:

- 1.7 The Hamblen County Department of Education will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.

Multiple Bids:

- 1.8 The Hamblen County Department of Education will consider multiple bids that meet specifications.

Taxes:

- 1.9 The Hamblen County Department of Education purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

Delivery:

- 1.10 Vendors are to state the delivery time in the bid. The Hamblen County Department of Education requires that vendors deliver all products FOB "free on board" to final destination.

Bid Acceptance:

- 1.11 Vendors shall hold their price firm and subject to acceptance by the Hamblen County Department of Education for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

Electronic Transmission Of Bids:

- 1.12 The Hamblen County Department of Education will not accept telegraphic or electronically transmitted bids.

Award:

- 1.13 Award will be made based upon the criteria set forth in section III of this bid document. The Hamblen County Department of Education reserves the right to award this bid on an item by item basis, a schedule basis or an "all or none" basis-whichever is in the best interest of the district. The Hamblen County Department of Education also reserves the right to not award this bid or to reject any and all bids.

Proof Of Financial And Business Capability:

- 1.14 Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Hamblen County Department of Education will make the final determination as to the bidder's ability.

Vendor Default:

- 1.15 The Hamblen County Department of Education reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, the Hamblen County Department of Education reserves the right to remove the vendor from the district's bidders list for twenty-four months.

Restrictive Or Ambiguous Specifications:

- 1.16 It is the responsibility of the prospective bidder to review the entire invitation for bids (IFB) packet and to notify the Hamblen County Department of Education, Department of Instructional Technology if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Technology Department not less than one week (5 days) prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.

Bid Delivery:

- 1.17 The Hamblen County Department of Education requires bidders, when hand delivering bids, to deliver said bid to the Hamblen County Dept. of Education, Department of Instructional Technology between the normal business hours of 8:00 am and 4:30 pm, Monday through Friday. The Hamblen County Department of Education is not responsible for delivery times of your carrier. If your bid is received after the deadline, it will be automatically disqualified. Inclement weather is always a possibility and the district office may be closed on bid activity dates. It is the vendor's responsibility to contact the Hamblen County Department of Education at 423-586-7700 to verify that the district office is open. Please note that The Hamblen County Department of Education is closed December 24-26, 2019, and January 1, 2020.

Duplicate Copies:

- 1.18 The Hamblen County Department of Education requires that bids be submitted in duplicate.

Term Bid Agreements:

- 1.19 If this bid results in a term bid contract with the vendor, the Hamblen County Department of Education must receive all general price decreases that other customers receive.

Signing Of Bids:

- 1.20 **In order to be considered all bids must be signed. Please sign the original in blue ink.**

Use Of Bid Forms:

- 1.21 Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

Waving Of Informalities:

- 1.22 The Hamblen County Department of Education reserves the right to waive minor informalities or technicalities when it is in the best interest of the Hamblen County Department of Education.

Subcontracting:

- 1.23 The Hamblen County Department of Education will award this bid to one vendor. The successful vendor may not subcontract the award without the written consent of the Hamblen County Department of Education.

New Material:

- 1.24 Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously

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unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.

Expense of Bid Preparation:

- 1.25 The Hamblen County Department of Education or representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentations of Contractor's bid response.

Cooperative Purchasing:

- 1.26 Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

Title VI Of The Civil Rights Act:

- 1.27 "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.

It is the policy of the Hamblen County Department of Education that all its services and activities be administered in conformance with requirements of Title VI.

Envelope Cover:

- 1.28 Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the Hamblen County Department of Education, Technology Department, with the name and address of the bidder, the date and hour of opening, and the bid number "IT20.13.01.1 Cloud Based Reading Practice Service" on the face of the envelope. Electronically transmitted, telegraphic, or facsimile bids will not be considered. Bids received without the envelope information will not be considered.

Late Bids

- 1.29 Bids and modifications or withdrawals thereof received after the time set for opening will not be considered. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen delivery carrier. If your bid is received after the deadline, it will be automatically disqualified.

Discounts

- 1.30 1. Prompt payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.
2. In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at a point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in the Technology Department, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant.

Response Submission

- 1.31 Responses to this RFP must be submitted in sealed packages and delivered to Hamblen County Technology Department, 210 E Morris Blvd. Morristown, TN, 37813, no later than 8:30 AM EST on January 13, 2020. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The district will reject all late arrivals. The Vendor must submit two (2) copies of the response along with any required supporting documentation. **“IT20.13.01.1 Cloud-Based Reading Practice and Assessment Services” should be clearly marked on the face of the envelope containing the bid along with the opening date of January 13, 2020.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial bids will be allowed. Oral, telephone, faxed, or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. Bids made out in pencil will NOT be accepted. Bid must be notarized. Prior to commencement of work, Vendor will name contractee as additional insured for liability purposes.

Interpretation and Changes

- 1.32 The intent of this RFP is to communicate the district's requirements to any qualified and interested bidder. Our intention is to receive bids for the system services as stated in Section 1 of this RFP. The district may make corrections, or changes to the RFP. If the customer makes changes or corrections to the RFP, it will be via a written ADDENDUM. All efforts will be made by the district to mail or deliver any ADDENDUM to all parties who have requested and received the RFP. ADDENDUMS will be issued as expeditiously as possible (by FAX, if necessary, followed by original

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documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

Addendum

- 1.33 It will be the responsibility of all respondents to contact the district prior to submitting a response to the RFP to ascertain if any ADDENDUM have been issued, and to obtain any and all ADDENDUMS, execute them, and return ADDENDUM with the response to the RFP.

Questions

- 1.34 Questions regarding this RFP must be submitted in writing/email. The district must receive questions no later than five (5) business days before the bid opening or the questions will be considered null and void. Responses to all questions received in proper timeframes will be made in writing and posted with the RFP on the district website. Phone calls will not be accepted.

Proposal Binding Period

- 1.35 Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the customer from the vendor.

Omissions

- 1.36 Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

Service Length

- 1.37 The contractual term of this contract will be one (1) years with options to renew up to five (5) years.

Patents and Royalties

- 1.38 The Vendor, without exception, shall indemnify and hold harmless The district and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The district. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and

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agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Indemnification

- 1.39 The Vendor shall indemnify and hold harmless The district, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The district, its agents or employees) in connection with the same; or by use of any improper, material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The district, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The district's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The district which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Right to Reject

- 1.40 The district reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Hamblen County Department of Education. The district reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The district reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the district is not in a position to adequately perform the contract. The district reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of the Hamblen County Department of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Hamblen County Department of Education.

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Vendor Registration

- 1.41 Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology with the form attached to this RFP/Bid document. Registration form is only good for THIS RFP/BID. Please fax the application to (423) 585-3783 or by e-mail at *ForteB@hcboe.net* at least **5 days prior** to the bid opening. **Do not send this form with the bid. Please see last pages of bid for the vendor registration form.**

Possession of Weapons

- 1.42 All vendors and their employees and their agents are prohibited from possessing any weapons on the Hamblen County Department of Education property without prior written consent from the Hamblen County Department of Education. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

THESE TERMS AND CONDITIONS SHALL BE PART OF THE CONTRACT. THE HAMBLEN COUNTY DEPARTMENT OF EDUCATION RESERVES THE RIGHT TO NEGOTIATE OTHER TERMS AND CONDITIONS IT DEEMS APPROPRIATE AND NECESSARY UNDER THE CIRCUMSTANCES TO PROTECT THE PUBLIC TRUST.

Incorporation:

- 2.1 All specifications, drawings, technical information, invitation to bid, bid award, and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

Alterations Or Amendments:

- 2.2 No alterations, amendments, changes, modifications or additions to this Contract shall be binding on the Hamblen County Department of Education without the prior written approval of the Hamblen County Department of Education.

Assignment:

- 2.3 Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of the Hamblen County Department of Education.

Warranty:

- 2.4 Contractor warrants to the Hamblen County Department of Education that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to the Hamblen County Department of Education all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the district. Return of merchandise not meeting warranties shall be at contractor's expense.

Remedies:

- 2.5 The Hamblen County Department of Education shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.

Inspection And Acceptance:

- 2.6 Warranty periods shall not commence until the Hamblen County Department of Education inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the Hamblen County Department of Education. The Hamblen County Department of Education reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

Order Of Precedence:

- 2.7 In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

Severability:

- 2.8 If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

Governing Law:

- 2.9 This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Hamblen County, Tennessee. The Chancery Court and/or the Circuit Court of Hamblen County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

Default:

- 2.10 If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, the Hamblen County Department of Education may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The Hamblen County Department of Education expressly retains all its and remedies provided by law in case of such breach, and no action by the Hamblen County Department of Education shall constitute a waiver of any such rights or remedies. In the event of termination for default, the Hamblen County Department of Education reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

Termination:

- 2.11 The district may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

Appropriation:

- 2.12 In the event no funds are appropriated by the Hamblen County Department of Education for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

Compliance With All Laws:

- 2.13 Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

Indemnification/Hold Harmless:

- 2.14 Contractor shall indemnify, defend, save and hold harmless the Hamblen County Department of Education, its officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of,

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arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

Right to Inspect

- 2.15 The Hamblen County Department of Education reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

Books and Records

- 2.16 Contractor shall maintain all books, documents, accounting records, and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by district or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents, and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

Child Labor

- 2.17 Contractor agrees that no products will be provided or used under this contract which have been manufactured or assembled by child labor.

SECTION III SPECIAL TERMS AND CONDITIONS

Intent:

- 3.1 The intent of these specifications is to convey to prospective bidders the type of computer equipment requested by the Hamblen County Department of Education. The Hamblen County Department of Education requests that prospective bidders price the items in SECTION IV as well as state a percentage of mark-up or discount on non-specified items.

Term:

- 3.2 The contract will be for One (1) year beginning approximately July 1, 2020 and continue through June 31, 2021.

Upon mutual consent of both parties, the agreement may be renewed for

four (4) additional one (1) year periods, for a total term of five (5) years.

Escalation Provision:

- 3.3 The responder warrants that the unit price stated herein shall remain firm for a period of not less than one (1) calendar year from the first day of the contract period. If the responder's unit price is increased after one (1) calendar year, the contract unit price may be increased upon approval of the responder's written request to the Purchasing Agent. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested with documentation to support requested adjustment (i.e., appropriate bureau of labor statistics, change in manufacturer's price, etc.). Such price adjustment shall be by the same percentage as documented.

Bid Modification:

- 3.4 This bid may be modified accordingly provided that:

The aggregate of the increase in the contract unit price made under this clause shall not exceed a total of seven percent (7%) of the original contract unit price. If this contract is renewed, the percentage increase shall not exceed seven percent (7%) per contract period on the prices prevailing at the time of renewal;

The increased contract unit price may be effective after one (1) calendar year provided that the responder submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

The increased contract unit price shall not apply to orders received by the vendor prior to the effective date of the increased contract unit price. Orders placed, via district purchase order, shall be considered to have been received by the responder after the fifth (5th) calendar day following the date of signature by the Purchasing Agent or his authorized representative;

Within thirty (30) calendar days after receipt of a responder's written request, the District Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

Quantity Purchase:

- 3.5 Vendor should make additional discounts available to the district for quantity purchases.

Termination:

- 3.6 Should the responders fail to meet the Requirements of this contract, The district may terminate the Contract upon a thirty (30) day written notice.

Evaluation:

- 3.7 Evaluation will be made on the following Criteria:
This contract will be awarded to the most cost effective provider who submits a complete and accurate submittal that meets the stated requirements. Prices of eligible services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include, but are not limited to transition, prior experience, including past performance, personnel qualifications, including technical excellence; management capability, including schedule compliance; cost of ineligible products and services; and flexibility of services. The Hamblen County Department of Education does not guarantee award of a contract and reserves the right to reject all bids.

1	Total Price	50 Points
2	Prior Experience	10 Points
3	Compliance with Bid Specifications	5 Points
4	Transition/Conversion Costs	20 Points
5	Suitability of services for intended purpose	15 Points

Response:

- 3.8 Vendors shall bid in the following manner:

Provide, with their bid, a copy of the most recent vendor pricelist.

State the percentage of mark-up or discount from the aforementioned price list to the Hamblen County Department of Education.

Vendors shall submit their responses with the products, F.O.B. destination to the Hamblen County Department of Education, Department of Instructional Technology, 210 East Morris Blvd., Morristown, TN 37813.

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX", "Refer to Page XX", etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

Quantities:

- 3.9 The Hamblen County Department of Education does not guarantee any quantities during the term of this agreement.

Warranty:

- 3.10 All products shall be, as a minimum, warranted for three years on parts & labor.

Responders shall specify variations in length and conditions in section V.

Vendors shall serve as liaison and/or service provider during the term of warranty.

SECTION IV VENDOR RESPONSE:

- 4.1 Products to be most commonly purchased (Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.) :

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The service requested is for all elementary and middle schools.

- 4.2 Percentage of “discount off” from current Price List on catalog items not listed on these pages.

SECTION V VENDORS INFORMATION AND PRICING

Schedule of Events

- 5.1 The following is the required schedule of events for this project. The schedule may change the results of the responses and a final schedule will be established prior to contracting with the vendor.

	Date
1. Release of RFP to Bidders	December 8, 2019
2. Mandatory Bidder’s Conference at D.O.E.	N/A
3. Deadline for Proposal Submission	January 13, 2020
4. Evaluation of Responses	Beginning January 13, 2020 until completed
5. Contract Award	To be determined
6. Installation Starts	To be determined after receipt of order
7. Installation Completed	To be determined

5.2

The following is the licensing needed by grade level for the district.

	Number of Students Reading Practice
Kindergarten	0
Grade Level 1	0
Grade Level 2	534

Grade Level 3	534
Grade Level 4	514
Grade Level 5	556
Grade Level 6	604
Grade Level 7	0
Grade Level 8	0

Reading Practice

- Support TN standards
- Support instruction of students in independency and proficiency of reading
- Selections should be well balanced with reading passages of literary and informational text organized by topic and/or reading level
- Support critical thinking skills, close reading skills, and respond to embedded writing prompts
- Support identification of key ideas, details, author bias, and fact from fiction by the student
- Support student reading proficiency by increasing complex texts
- Supports current or any reading curriculum that the Hamblen County School District chooses to use
- Content should be based upon foundational and efficacy research
- Assessment should be computer-adaptive
- Program should support independent reading of high-interest fiction and nonfiction books at appropriate reading levels for students

- Program should support a wide variety of books available from the school library, community library, or high-interest books that students would choose for their own reading at home
- Allow setting of individual reading practice goals of students
- Allow student, teacher, and parents to view progress that student makes towards set goals
- Support Response to Intervention programs that include all student populations: Gifted/Talented, ELL, and students with disabilities

Reporting

Reading Practice

- Reporting should be in an industry-standard measure such as Lexile
- A variety of reports to show student's independent reading practice
- Reports should be easy to access and interpret
- Parent/Guardian progress reports should be available in both English and Spanish for the school to distribute or access
- Online Parent Portal access of student records to view goals and locate appropriate book titles

Professional Development

- Onsite professional development should be included within bid response.
- Online professional development may also be included to support onsite professional development
- Professional development may need to be scheduled at varying times throughout the school year

General

- Program should be cloud-based and hosted by vendor
- No software installation on district servers or local devices
- Support a wide-range of devices: laptops, tablets, desktops
- Support update of student demographic data, class rosters, staff data, and other data from the district's student information system - automated
- Vendor is responsible for maintaining protocols to protect and secure student data
- Vendor performs regular backups of student data and has disaster recovery processes
- Technical support is located within the United States
- Technical support is provided during regular school hours

- Technical support is available through a toll-free telephone number. Other support options are optional.
- Student license/subscription should be a district shared “pool” licensing Licenses can/would be assigned to the particular student in a particular school as needed.
- License/subscriptions would service 11 elementary schools and 4 middle schools
- Management capabilities at district level with sub management capabilities as school level

The Hamblen County Department of Education reserves the right to cancel the contract with the vendor for nonperformance at any time during the contract period. Nonperformance includes, but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

The bid and any resulting contract do not restrict the Hamblen County Department of Education from using other Cloud Based Reading Practice Services from other vendors.

Billing: (1) Billing issues should have every attempt made to have those resolved and either credit/adjustments made within two (2) monthly billing cycles. If the issue can not be resolved with two (2) billing cycles a timeline for resolution needs to be agreed upon and resolved within that timeframe. (3) Departmentalization/division is desirable on billing (ex. locations separated and grouped together). (4) A designated contact person to handle the account with a direct phone number and email address. The district would also like the ability to request a different designated contact person if desired. (5) The ability to manage the districts account online.

SECTION VI MAINTENANCE, SUPPORT SERVICES, AND TRAINING

Training

- 6.1 If any training on any installed equipment is required, Vendor shall provide a minimum of one day’s training at no cost to The district. Vendor must provide a per day quote for additional days of training.

SECTION VII VENDOR QUALIFICATIONS

Omissions:

- 7.1 Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

Price Quotations:

- 7.2 Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work.

SECTION VIII RESPONSE TO BID

Warranty:

- 8.1 Vendor must provide confirmation of the Support Warranty.
Vendor may state any additional vendor-supplied warranty.

SECTION IX ADDITIONAL TERMS, CONDITIONS AND AWARD CRITERIA

Quantities:

- 9.1 The Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. The utilization of the contract may vary significantly from fiscal year to fiscal year. The successful vendor is not guaranteed a specific amount of sales during the contract period.

Multiple Vendors:

- 9.2 The Hamblen County Department of Education reserves the right to select multiple vendors for this term bid to insure that appropriate resources will be available in the event of multiple, simultaneous large projects or the cessation of business by one or more of the vendors.



SECTION VIII VENDOR INFORMATION AND PRICING – Cloud-Based Reading Practice Services

Vendor Name _____

Vendor Address _____

Telephone # (____) _____ - _____ FAX # (____) _____ - _____

Toll Free # (____) _____ - _____ E-mail _____

Contact Person _____

Authorizing Signature _____

HCDOE Business License Number (If Applicable) _____

State of TN Sales Tax Number (If Applicable) _____

I acknowledge the receipt of:

Addenda 1 ☐ Yes ☐ No

Addenda 2 ☐ Yes ☐ No

Addenda 3 ☐ Yes ☐ No

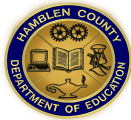
Please list all warranty information concerning length and coverage below:

Guaranteed days till delivery after receipt of order _____ Days

Percentage of Mark-Up or Discount (*Vendors shall bid one or the other*) _____ % Mark-Up

_____ % Discount

Catalog Pricing Discount (Items not specifically mentioned in bid) _____ % Discount



Bid Response Form – Cloud-Based Reading Practice Services

Page 1 of 10

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

TO: The Hamblen Department of Education, Morristown, Tennessee,

VENDOR:

Name of Firm

Mailing Address

City, State, Zip Code

Representative's Name (Type or Print): _____

*Authorized Signature: _____

Date: _____ Telephone: (_____) _____ - _____

Email: _____

License Number: _____

Operating as an individual corporation organization and existing under the laws
of Tennessee, or a Partnership, or a joint venture consisting of,

_____.

*Signature certifies the proposed solution and services meet all requirements outlined in this document and the vendor will comply with all specified requirements unless exceptions are noted below.



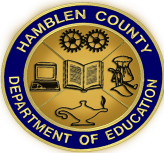
EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted.

_____ We take no exceptions/deviations to the general terms and conditions (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below: (Note: Unacceptable exceptions shall remove your proposal from consideration for award. The Hamblen County Department of Education shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

[illegible]



Bid Response Form – Cloud-Based Reading Practice Services

Page 3 of 10

Pricing for these services and products **MUST be provided in the Bid Response Form provided with this RFP**. The vendor's bid may include additional quote pages in the vendor's preferred format. However, **all pricing must be entered in the Bid Response Form**, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration. Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.

Pricing below should be in the form of a cost on a per-student/license cost for each campus. If your product is site-based, please equate the cost to an individual cost for each school.

Cloud-Based Reading Practice and Reading/Math Assessment Services		
PER License can same as per student		
Reading Practice		
<i>Cost by location</i>		
Alpha Intermediate	\$_____ per license	
Alpha Primary	\$_____ per license	
East Ridge Middle	\$_____ per license	
Fairview-Marguerite Elementary	\$_____ per license	
Hillcrest Elementary	\$_____ per license	
John Hay Elementary	\$_____ per license	
Lincoln Heights Elementary	\$_____ per license	
Lincoln Heights Middle	\$_____ per license	
Manley Primary	\$_____ per license	
Manley Intermediate	\$_____ per license	
Meadowview Middle	\$_____ per license	
Miller-Boyd Alternative	\$_____ per license	
MHHS East	\$_____ per license	
MHHS West	\$_____ per license	
Russellville Intermediate	\$_____ per license	
Russellville Primary	\$_____ per license	

RFP IT20.13.01.1

Cloud-Based Reading Practice Services

Union Heights Elementary West Elementary West View Middle Whitesburg Elementary Witt Elementary	\$_____ per license \$_____ per license \$_____ per license \$_____ per license \$_____ per license	
Any Additional Costs? If yes, specify what this charge covers: _____ _____ _____ _____	\$_____ one-time \$_____ recurring	
Programming Fees (if applicable) Transition/Conversion Costs	\$_____ one-time \$_____ one-time	
	\$_____ recurring	
Total:	\$_____ one-time \$_____ recurring	

Additional Costs :	Reading Practice	Reading/Math Assessment
Specify Item: _____	\$_____ per _____	
Specify Item: _____	\$_____ per _____	

Specify Item: _____	\$_____ per _____	
Total Additional Costs	\$_____ one-time	
	\$_____ recurring	
Total Cost	\$_____	



Notarized Bid Compliance Form – Cloud-Based Reading Services

Having carefully examined the invitation to bid documents prepared by Hamblen County Department of Education entitled **IT20.13.01.1 – Cloud-Based Reading Practice Services**, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total contract price shown and under the terms of the attached contract. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the district to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to Bid, the undersigned proposes to furnish all items for a total sum of:

Signature: _____

Title: _____

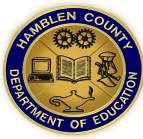
Date: _____

THIS BID MUST BE NOTARIZED Sworn and subscribed before me this

_____ day of _____ 20____

Notary Public

My commission expires: _____



**NON –COLLUSION INDEPENDENT PRICE DETERMINATION
NON-DISCRIMINATION AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME _____

ADDRESS _____

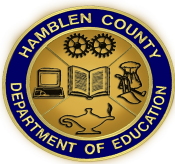
AUTHORIZED SIGNATURE _____

PRINT NAME HERE

DATE _____

Please indicate which of the following apply to your company:

- _____ African Owned
- _____ Asian Owned
- _____ Caucasian Owned
- _____ Hispanic Owned
- _____ Native American Owned
- _____ Other Owned
- _____ Woman Owned



NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you **must** provide the information requested below to the Hamblen County Department of Education's Department of Instructional Technology. Please send this information to Betina Forte via fax at (423) 585-3783 or by e-mail at ForteB@hcboe.net. **The Hamblen County Department of Education will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP number

IT20.13.01.1 Cloud-Based Reading Practice Services

Company name

Mailing address

Phone number

Fax number

Contact person

E-mail address

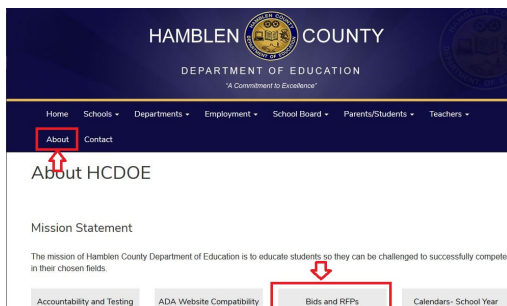
Send amendments by (check one):

☐ fax

☐ e-mail

E-mailed amendments will be sent in a PDF format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Hamblen County Department of Education.

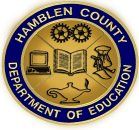
Amendments also will be posted on the Hamblen County Department of Education's web site (<http://www.hcboe.net>) in a PDF format.



RFP IT20.13.01.1

Cloud-Based Reading Practice Services

Hamblen County Department of Education



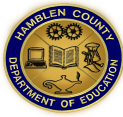
Hamblen County Department of Education Vendor Registration Form

Please send this information to Betina Forte via fax at (423) 585-3783 or by e-mail at ForteB@hcboe.net.

This form MUST BE RECEIVED by The Hamblen County Department of Education PRIOR TO BID OPENING. Do not send this form with the bid.

RFP number	IT20.13.01.1 Cloud-Based Reading Practice Services
Company name	_____
Mailing address	_____ _____ _____
Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please fax the application to (423) 585-3783 or by e-mail at ForteB@hcboe.net at least **5 days prior** to the bid opening. **Do not send this form with the bid.**



Reference Form – Cloud-Based Reading Practice Services

Three recent references (school systems similar in size to the Hamblen County Department of Education (10,000 students, 18 schools, 23 sites including district site or larger preferred.)

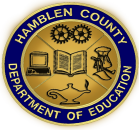
District Reference #1	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	
District Reference #2	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	
District Reference #3	
Contact	
Phone	
Address	
Scope of Services	
Email address of Contact	



Hamblen County Department of Education

Response Cover Sheet

Name of Respondent			
Mailing Address	City	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact Email Address	
Authorized Signatory		Authorized Signatory Email Address	
Respondents DUNS No.			



Hamblen County Department of Education

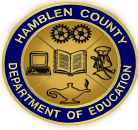
Bid Response Label

DELIVER BIDS TO:

**Hamblen County Dept. of Education
Technology Department
210 East Morris Blvd.
Morristown, TN 37813**

**IT20.13.01.1 Cloud Based Reading Practice Service
Opening Date: January 13, 2020**

**CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE
& EXPIRATION DATE (If applicable):**



Iran Divestment Act Certification Form – Cloud Based Reading Practice Service

This certification must be completed by each bidder in order to be considered.

I understand that under the Iran Divestment Act, T.C.A. 12-12-101-12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T.C.A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void *ad initio* under T.C.A. 12-12-110. The list is published on the Tennessee Department of General Services website at:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

Bidder Name

Bidder Signature

Date of Certification