



REQUEST FOR PROPOSALS
Website Audit and Review for ADA Compliance

The Hamblen County Dept. of Education will receive sealed bids for the provision of a **Website Audit and Review for ADA Compliance** as specified herein. Bids must be received by **8:30 AM EST** on Thursday, **February 01, 2018**. 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# Bid Tech 2 2017-2018 - Website Audit and Review for ADA Compliance
Bid Open Date February 01, 2018 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 .

<p>DELIVER BIDS TO:</p> <p>Bid Tech 2 2017-2018 Website Audit and Review for ADA Compliance</p> <p>Opening Date: February 01, 2018</p> <p>Hamblen County Dept. of Education</p> <p>Technology Department</p> <p>210 East Morris Blvd.</p> <p>Morristown, TN 37813</p> <p>THE BID ENVELOPE MUST SHOW THE BID NUMBER, NAME ,OPENING DATE, CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE.</p>
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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 <http://www.hcboe.net/?DivisionID=3907&ToggleSideNav=>

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

Taxes:

- 1.9 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. 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 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. 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 County. 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. Hamblen County Department of Education will make the final determination as to the bidder's ability.

Vendor Default:

- 1.15 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, Hamblen County Department of Education reserves the right to remove the vendor from the County'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 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.

Duplicate Copies:

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

Subcontracting:

- 1.23 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

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 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 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 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 "Bid Tech 2 2017-2018 Website Audit and Review for ADA Compliance" on the face of the envelope. An envelope label is provided for you at the end of this document. Electronically transmitted, telegraphic or facsimile bids will not be considered. Bids received without the envelope information will not be considered. The envelope should have the following clearly labeled: the Contractor's license number and the date of license expiration.

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 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 February 01, 2018. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer will reject all late arrivals. The Vendor must submit two (2) copies of the response along with any required supporting documentation. **“BID TECH 2 2017-2018 Website Audit and Review for ADA Compliance should be clearly marked on the face of the envelope containing the bid along with the opening date of February 01, 2018.** 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 Customer's requirements to any qualified and interested bidder. Our intention is to receive bids for the item as stated in Section 1 of this RFP. The Customer 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 customer 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 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 Customer 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 Customer must receive questions no later than 10 (10) 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 HCDOE 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 Customer 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 Customer. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and 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

- 1.40 The Vendor shall indemnify and hold harmless The Customer, 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 Customer, 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 Customer, 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 Customer'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 Customer 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

- 1.41 The Customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Hamblen County Board of Education. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer 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 Customer is not in a position to adequately perform the contract. The Customer 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 Hamblen County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Hamblen County School System.

Vendor Registration

- 1.42 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 *BForte@hcboe.net* at least **10 days prior** to the bid opening. Registration form is only good for THIS RFP/BID. **Do not send this form with the bid. Please see page 29 of bid for the vendor registration form.**

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

THESE TERMS AND CONDITIONS SHALL BE PART OF THE CONTRACT. 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 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 Hamblen County Department of Education.

Warranty:

- 2.4 Contractor warrants to 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 Hamblen County Department of Education all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

Remedies:

- 2.5 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 attorneys fees.

Inspection And Acceptance:

- 2.6 Warranty periods shall not commence until 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 Hamblen County Department of Education. 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 Department of Education, Tennessee. The Chancery Court and/or the Circuit Court of Hamblen County Department of Education, 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, 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. Hamblen County Department of Education expressly retains all its and remedies provided by law in case of such breach, and no action by Hamblen County Department of Education shall constitute a waiver of any such rights or remedies. In the event of termination for default, Hamblen County Department of Education reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

Termination:

- 2.11 County 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 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 Hamblen County Department of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, 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 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 County 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 Hamblen County Department of Education. 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 February 15, 2018 and continue through February 14, 2019. 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 county 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 County 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 Hamblen County for quantity purchases.

Termination:

- 3.6 Should the responders fail to meet the Requirements of this contract, Hamblen County 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
3	Prior Experience in K-12 Education	5 Points
4	Compliance with Bid Specifications	15 Points
5	Features met by product	20 Points
6	Qualifications and experience and demonstrated knowledge	10 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 Hamblen County.

Vendors shall submit their responses with the products, F.O.B. destination to 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 Hamblen County does not guarantee any quantities during the term of this agreement. However, it is to be noted that Hamblen County expended approximately one hundred thousand (\$100,000.00) dollars during the previous fiscal year.

Warranty:

3.10 All products shall be a 100% lifetime guarantee of quality and performance of the product(s). Items with defects in materials or workmanship will be repaired , replaced, or substituted for the practical lifetime of the product(s).

SECTION IV VENDOR RESPONSE:

4.0 Website Audit and Review for ADA Compliance Specifications

It is the intent of the Hamblen County Department of Education to secure a source to review and audit all content and functionality on the district's website, including, but not limited to, the homepage, all subordinate pages, and intranet pages and sites, to identify any online content or functionality that is inaccessible to individuals with disabilities. The awarded vendor will have sufficient knowledge and experience in website accessibility for people with disabilities to carry out all related tasks, including development of a Proposed Corrective Action Plan. Benchmarks for measuring accessibility will be measured according to the World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content. Respondents must demonstrate the technical expertise, including an in-depth understanding of auditing applications, websites, web applications for compliance with Accessibility Standards. Respondents must also have knowledge of emerging standards, including, but not limited to HTML, CSS3, and of activities related to the update of US federal regulations for accessibility.

Specifications	
1	Respondents must have practical knowledge of Web technologies including HTML, CSS, and JavaScript, and plug-ins including Flash and Silverlight
2	Respondents must have practical knowledge of Social media tools, specifically Twitter and Facebook
3	Respondents must have practical knowledge of The World Wide Web Consortium's WAI-ARIA (Accessible Rich Internet Applications Suite)
4	Respondents must have practical knowledge of Microsoft Office, PDF, eBook, and other electronic document formats;
5	Respondents must have in-depth knowledge of Assistive Technology ("AT") software, including without limitation: Screen Readers, Screen Magnifiers, and Speech Recognition
6	Respondents must have practical knowledge of accessibility testing including: Methodologies and processes for conducting testing to determine compliance with standards, guidelines, or other specifications; Accessibility testing using AT software; Software for code inspection and automated testing.

The project requires that the respondent be independent with respect to specific vendors or technical approaches so as to have the freedom to identify and deviations of a hardware/software vendor's deliverables from the accessibility testing criteria specified in the Accessibility Standards.

As a "third party tester", the respondent should:

1. Have no financial or other significant interest in the success or failure of a particular system to be tested
2. Not be the vendor selling or developing the system being tested
3. Have no financial or other significant interest in replacing the existing system with their system.

The selected respondent must provide a detailed analysis of all the web properties with regard to ADA compliance standards as identified above. The district website is located at <http://www.hcboe.net> and contains about 10,000 active pages. The respondent must highlight how the Hamblen County Department of Education can address these gaps and bring all its web properties to a status that is compliant with ADA compliance standards identified above.

Key Deliverables:

Deliverables for this project should include, at a minimum, the following:

- Executive summary of key findings on accessibility gaps
- Detailed report of all compliance errors found. The report should be clear and succinct.
 - Prioritize accessibility defects and recommendations for resolution.
 - Where gaps exist in Accessibility:
 - Include recommendations for remediating these errors
 - Reference the appropriate requirement or standard (Ex. Section 508, WCAG 2.0 standards, etc.)
 - Clearly identify and differentiate between fixes where
 - Professional intervention would be needed to reach compliance (web hosting vendor changes)
 - Fixes where district staff can make said improvements
 - Flag potential issues which might require re-testing at a later date
- A one(1) page “Best Practices” document on Website Accessibility to be used by district and school staff when creating, updating, modifying current and future web pages

4.9 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

5.0 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

Event	Date
1. Release of RFP to Bidders	December 27, 2017
2. Mandatory Bidder’s Conference at B.O.E.	N/A
3. Deadline for Proposal Submission	February 01, 2018
4. Evaluation of Responses	Beginning February 01, 2018 until completed
5. Contract Award	To be determined
6. Installation Starts	To be determined after receipt of order
7. Installation Completed	To be determined

SECTION VIII RESPONSE TO BID

SECTION IX ADDITIONAL TERMS, CONDITIONS AND AWARD CRITERIA

Quantities:

- 9.1 Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. Consequently, 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.



SECTION VIII VENDOR INFORMATION AND PRICING
Bid Response Form – Website Audit and Review for ADA Compliance

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 – Website Audit and Review for ADA Compliance
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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 County Schools, Morristown, Tennessee,

VENDOR:

Name of Firm

Mailing Address

City, State, Zip Code

Representative’s Name (Type or Print): _____

*Authorized Signature: _____

Date: _____ Telephone: (____) _____ - _____

Email: _____

*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.



Bid Response Form – Website Audit and Review for ADA Compliance
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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.

Website Audit and Review for ADA Compliance		
	Per Unit	Total Cost
Specify Item:	\$_____ per _____	\$_____ total order
Specify Item:	\$_____ per _____	\$_____ total order

Additional Costs :	Per Unit	Total Cost
Training Services (if there is a cost)	\$_____ per _____	\$_____ total order
Specify Item: _____	\$_____ per _____	\$_____ total order
Specify Item: _____	\$_____ per _____	\$_____ total order
Total Cost	\$_____	\$_____ total order



Bid Response Form – Website Audit and Review for ADA Compliance Information Required Checklist

a) Executive Summary: Respondents should provide a summary of their organization, their qualifications and their proposed approach for working with the Hamblen County Department of Education. This summary should be a maximum of 2 pages in length.

(b) Proposal Requirements: Respondents must provide a description of the approach they will use to complete each phase of the project they intend to perform and provide the required deliverables, including a high-level project plan.

The Response should also address the following:

- How will you incorporate WCAG 2.0 success criterion as a key metric in reporting/analyses provided to the Hamblen County Department of Education, in addition to adherence to the regulations listed herein?
- How will you assess the accessibility of all Hamblen County Department of Education sites, including the assurance of compliance against a diverse set of accessibility standards, including but not limited to: Section 508, the ADA, and WCAG 2.0 standards?
- What are the best practices in assessing websites for accessibility, particularly when certain standards could provide competing guidance?
- Please describe in detail your key deliverables and reporting to address web accessibility.
- How will you provide a comprehensive evaluation of the web properties so that the Hamblen County Department of Education can quickly and efficiently address web accessibility gaps?

c) Statement of Firm Qualifications: All responses must include a statement of qualifications, experience and description of the Respondent firm and its history. The response should specifically indicate current and historical expertise in providing the Services identified in the RFP.

(d) Staff Qualifications: All responses must include resumes of each individual who will be providing the Services under any work order, as well as written descriptions of the individual s experience. All Respondents must identify the following individual(s) the person who serve as the project manager; the person who will have primary responsibility for contact and communications with

The Hamblen County Department of Education; and the person who is authorized to negotiate and contractually-bind the Respondent. The Hamblen County Department of Education reserves the right to investigate and review the background of any or all personnel assigned to work under the Master Agreement, including any work orders thereto, and, based on such investigations, to reject the use of any persons within The Hamblen County Department of Education. Any changes to personnel require formal written approval by the Hamblen County Department of Education, and the district reserves the right to terminate the Master Agreement and/or relevant Work Order if changes are not approved.

(e) References: All responses must include references from at least 3 clients of the Respondent who have utilized the firm on matters of a similar, size scope and complexity to the Services set forth in this RFP. The references should highlight specific examples of work done in the area of web accessibility. The references must include a contact person, a full address, and a phone number. Where possible in your response, please provide examples to previous work done with other clients and/or deliverables provided for similar services (templates, reports, score sheets, etc.) In addition to the foregoing, all responses must include a listing of public and private clients for whom the firm has provided services similar to those set forth in this RFP, with a description of the services provided. If individuals identified as participants in a contract entered into under this RFP previously participated in any of the projects performed for other clients on the foregoing list, please identify the projects in which the individual participated.

(f) Pricing



Notarized Bid Compliance Form – Website Audit and Review for ADA Compliance

Having carefully examined the invitation to bid documents prepared by Hamblen County Board of Education entitled Bid Tech 2 2017 – 2018 Website Audit and Review for ADA Compliance, 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 Customer 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 there of.

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 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 *BForte@hcboe.net*. **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	Bid Tech 2 2017-2018 Website Audit and Review for ADA Compliance
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.





Reference Form – Website Audit and Review for ADA Compliance

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 Vendor Registration Form

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

RFP number	Bid Tech 2 2017-2018 Website Audit and Review for ADA Compliance
Company name	_____
Mailing address	_____ _____ _____
Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____
SPIN Number (FCC Vendor Number/Identifier)	_____

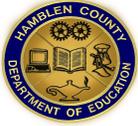
Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please fax the application to (423) 585-3783 or by e-mail at BForte@hcboe.net at least **5 days prior** to the bid opening. **Do not send this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



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**

**Bid Tech 2 2017-2018 Website Audit and Review for ADA
Compliance**

Opening Date: February 01, 2018

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