

**REQUEST FOR PROPOSALS
RFP#202310231 (MR)
Benchmark Assessment Program
For Sullivan County Department of Education**

Date Advertised: **September 27, 2023**
Opening date: **October 18, 2023,**
At 2:00 PM

Michelle Ramey, CPPO, CPPB
Chief Deputy Purchasing Agent
Sullivan Count Purchasing Department
3411 Hwy 126, Suite 201
Blountville, TN 37617

REQUEST FOR PROPOSALS

Sealed Request for Proposals for the following will be received by the Sullivan County Purchasing Agent until 2:00 P.M., Eastern Time, **October 18, 2023**. The names of the responding vendors will be publicly announced and recorded by the Sullivan County Purchasing Agent. All proposals will be considered for award or rejection at a later date.

PROJECT: BENCHMARK ASSESSMENT PROGRAM FOR SULLIVAN COUNTY DEPARTMENT OF EDUCATION

Documents for the above referenced items are available on the Sullivan County's Vendor Registry website at <https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=sullivan-county-tn-vendor-registration>. All questions regarding this request must be submitted via email to Michelle Ramey, Chief Deputy Purchasing Agent at michelle.ramey@sullivancountyttn.gov, no later than **October 10, 2023**, by the end of the business day. All questions will be answered in an addendum issued on **October 12, 2023**.

Funding for this purchase is being provided by the Elementary and Secondary School Emergency Relief (ESSER) Grant, which are federal funds administered by the Tennessee Department of Education.

By submission of a signed submittal, the submitter certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. Qualified Disadvantaged Business Enterprises (DBEs) are encouraged to submit.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of submittals. All submittals shall be signed, sealed, and addressed to the Sullivan County Purchasing Agent, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617 and marked "RFP #202310231 (MR) Benchmark Assessment Program for Sullivan County Department of Education".

Four (4) sets of proposals must be submitted with an additional electronic copy submitted on a USB drive. Sullivan County reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to readvertise.

PUB 1T: 09/27/2023

REQUEST FOR PROPOSALS

Customized Benchmark Assessment Program

Invitation to Bid

The Sullivan County Procurement Department will be accepting sealed proposals for the Request for Proposal for Benchmark Assessment Program for Sullivan County Department of Education. The Purchasing Agent will receive sealed proposals at 2:00pm, Eastern Time, **October 18, 2023**. The name of responding vendors will be publicly announced and recorded by Sullivan County Purchasing Agent. All proposals will be considered for award or rejection at a later date.

The following RFP specifications provide details on the requirements for the Benchmark Assessment Program for Sullivan County Department of Education. Sullivan County reserves the right to reject any and all proposals and/or may negotiate with the next compliant bidder when it is in the best interest of the County or School Department.

The following projected timetable should be used as a working guide for planning purposes. Sullivan County Purchasing Agent reserves the right to adjust this timetable as required during the course of the process.

EVENTS	DATES
Request for Proposals Issued	September 27, 2023
RFP Questions Submitted (Michelle Ramey at michelle.ramey@sullivancountyttn.gov)	October 10, 2023 by 5:00PM Eastern Time
RFP Proposals Due	October 18, 2023 at 2:00 PM Eastern Time
Proposal Evaluation	October 19-24, 2023

Scope of Work

Sullivan County for its Sullivan County Department of Education is seeking a solution for the School Department Benchmark Assessment Program with item banks that are designed for grades two (2) through twelve (12). The program should offer high-quality TNReady aligned assessment questions with representative question types from all levels of Webb’s Depth of Knowledge, is fully customizable, and additionally generates immediate student performance reports after each School Department and teacher created assessment.

Sullivan County Department of Education has approximately 6,700 students in grades two (2) through Twelve (12). Elementary School Assessments (Grades 2-5) must include (3) tests per year in ELA & Math and (3) test per year (Grades 3-5) in Science & Social Studies. Middle School Assessments (Grades 6-8) must include (3) tests per year in ELA, Math, Science & Social Studies. High School Assessments (Grades 9-12) must include (3) tests per year (Traditional) and (2) tests per Semester (Block) in all Standard Subjects (English, Math, Science & Social Studies).

Elementary Level assessments delivery Metho: Paper-Pencil

Middle School & High School Delivery Method: Online Mastery Connect

Proposals will be accepted for a School Department Benchmark Assessment Program with Item Banks which meet the minimum specifications, performance requirements, and terms and conditions identified herein.

- a. Program includes questions aligned to the rigor and demand of Tennessee academic standards in an online or paper format similar to TNReady assessments.
- b. Program includes question types that represent all levels of Webb's Depth of Knowledge.
- c. Benchmark Assessments will be created by the vendor using new items and passages during each assessment window that are customizable to School Department determined content and aligned to curriculum pacing.
- d. Contains the ability to identify student mastery of a given Tennessee academic standard through reporting using a built-in report generator directly after the administration of benchmarks and assessments created by the School Department and/or teacher to specifically include Tennessee standards-based reports.
- e. Predictability values are generated within a week after the closing of School Department administered benchmarks.
- f. Utilizes a management tool that can be used to group students based on mastery of Tennessee academic standards and assessment performance. Preferably, student mastery is indicated on reports using Tennessee specific performance levels (1-4).
- g. Includes the ability for teachers to collaborate and share customized assessments with colleagues.
- h. Program includes a text-to-speech tool, which includes the reading of mathematical equations, formulas, graphs, and other mathematical tasks as well as ELA passages and internal items.
- i. Program includes online tools similar to TNReady capabilities (lockdown browser, calculator, highlighter, answer eliminator, ruler, magnifier, color contrast, etc.).
- j. Assessments require students to select answers through various question types including multiple choice, multiple select, written response, and technology enhanced items such as graphing and text manipulation.
- k. Program allows for School Department and/or teacher to create and save assessment items that may be included in district and/or teacher created assessments.
- l. Program allows online School Department and/or teacher created assessments to be saved as PDFs.
- m. Program allows for exporting of test results in order to upload into the School Department Student Information System (SIS) (PowerSchool).
- n. The reporting platform provides the School Department the ability to disaggregate data for underserved student groups efficiently.
- o. Program must be fully compatible with Windows 11 laptops and Google Chromebooks and fully function through the Chrome browser.
- p. Program must integrate with Clever rostering program.
- q. Respondent representative(s) shall, in a timely manner, work on a regular basis with School Department/school personnel in order to answer all questions regarding production or financial matters pertaining to the individual services required.

- r. A local and/or toll free phone number(s), live chat, and/or email address(es) for Sullivan County Department of Education access to Respondent' representative(s). Respondents shall respond to all request/telephone calls to include personalized customer service and technical support between 7:00-5:00PM, EDT, Monday-Friday.

Piggyback Clause

Sullivan County for its Sullivan County Department of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in piggybacking on this contract. Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that Sullivan County, nor Sullivan County Department of Education, shall bear any responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

Payment

Upon completion and acceptance by the Owner, the successful Vendor is to submit an invoice to the owner for payment. Sullivan County will make a payment to the Vendor within 30 days of receipt of the invoice. For recurring payments related to service, invoices shall be prepared to coincide with the Owner's fiscal year (i.e. July 1, 2023 to June 30, 2024).

Withdrawal of Proposal

It is understood that any bidder may withdraw a submitted proposal at any time before the designated time for opening. After this time, no bidder may withdraw a bid submitted proposal until a period of one hundred twenty days (120) days has elapsed from the time of the opening of the bids.

Questions

Address all questions regarding this RFP to **Michelle Ramey, Chief Deputy Purchasing Agent** at michelle.ramey@sullivancountyttn.gov, no later than **October 10, 2023, 5:00 pm** Eastern Time. Questions submitted will be answered in an addendum and posted on the vendor registry webpage by, October 12, 2023. All questions must be submitted by email and will not be accepted after the deadline.

Contracts

All proposals are to be valid for a minimum of 120 days, during which time awards will be established and contracts signed. Awarded fee structure shall remain in effect for an initial term of 12 months. Sullivan County Department of Education may also desire to extend the award for additional years in one year increments. At the end of the initial term, pricing / fees may be negotiated at that time.

For any agreement resulting from this RFP, Sullivan County for its Sullivan County Department of Education reserves the right to cancel upon 30 days written notice without penalty and may elect not to renew the agreement at the end of the current contract term.

The language of this RFP shall be binding unless amended by Sullivan County and the awarded vendor. The terms and conditions of this Request for Proposal and any related executed agreements shall constitute entire agreement.

It is the Bidder's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements. The bidder must be prepared to substantiate compliance upon request by Sullivan County.

Proposals Requirements

Bidders must submit **One (1) Original, Three (3) Copies, and an electronic copy of all proposal documents on a memory drive.** The original will be maintained in the Purchasing Department.

The proposal shall be submitted on the **Proposal Form**, furnished as part of this RFP document and be duly executed and without qualifications. The proposal form must be signed by an employee authorized to bind the company or firm with his or her signature. In addition to the required proposal form, it is preferred that the proposer attach a scope letter on the company letterhead detailing the work proposed. Also required, Reference List and Compliance Affidavit.

The proposer, by executing a proposal warrants that the services and or products to be supplied to Sullivan County Department of Education shall be of the highest quality and workmanship. In the event that the services and or products are found to be ineffective or do not conform to specification, Sullivan County for its Sullivan County Department of Education reserves the right to cancel the contract upon written notice to the bidder or to obtain the services and or products from a separate organization, in which case the original bidder shall be held liable for any additional costs which may be incurred.

Owner shall consider the qualifications of the proposer, their subcontractors or representatives, and may conduct investigations as deemed necessary in order to evaluate any person or groups of persons designated to perform/ provide the services and products. The proposer shall state the organization's qualifications, experience, and details.

Each proposer will need to submit references of awarded contracts of similar size and scope that have been completed by the proposer. Such proposer is required to include names, e-mails, and phone numbers of contacts familiar with similar proposals.

All required forms and proposal documents, should be sealed in an envelope and marked on the outside of the envelope, **RFP#202310231(MR) Benchmark Assessment Program for Sullivan County Department of Education.** Sullivan County for its Sullivan County Department of Education will not be held responsible for the premature opening of unmarked envelopes if sent through the regular mailing system.

This RFP does not commit the Sullivan County or the Sullivan County Department of Education to any specific course of action. The Sullivan County reserves the right to not select any proposer or purchase any goods or services resulting from this RFP.

Sealed Proposal Instructions

All proposals must include the following forms to be considered:

- Letter on Company Letterhead
- Completed Proposal Form
- Reference Information List
- Signed and Notarized Sullivan County Compliance Affidavit
- Demo of Program on USB, if available.

Submit sealed proposals to the Following:

Attn: Purchasing Agent, Sullivan County
Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, TN 37617-0569

**Be sure to mark on the outside of the sealed envelope:

RFP#202310231(MR) –Benchmark Assessment Program for Sullivan County Department of Education

Method of Source Selection

Sullivan County for the Sullivan County Department of Education is using the competitive proposal method of source selection for this procurement.

Awards, if made, will be made to the responsible proposer whose proposal is most advantageous to the Sullivan County Department of Education, taking into consideration price and the other factors set forth in the RFP.

Owner may conduct discussions with responsible bidders that may be selected for the award for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements.

Criteria Used to Determine Winning Proposal

<u>TOPIC</u>	<u>CRITERIA</u>
Functionality Ease of Use (10 Points)	Tool has a user-friendly interface and is easy for teachers and students to become skillful with in an efficient manner. The Responder’s program has been successfully implemented in other districts and/or classrooms and has the qualifications necessary to undertake this project. The vendor creates the benchmark assessments and/or provides assistance with assessment development for the district.
Standards Connection (10 Points)	Items and texts align to Tennessee state standards and appropriate Lexile levels for each grade level and subject area.
Equality for All (10 Points)	Texts, items, and images are gender fair and free of racial, ethnic, and cultural biases or stereotypes.
Required Equipment (10 Points)	Use of the tool does not require equipment beyond what is typically available to teachers and students. Ability to administer read-alouds (text to speech) is preferred. (Primary use with Windows 11 devices, Chromebooks, Apple and Android devices)
Quality of Item Banks (10 Points)	Item banks contain high-quality questions for grades 2-12 in ELA, math, science, and social studies. The banks include items that represent multiple types including technology-enhanced question types.
Metrics/Analytics Reporting (10 Points)	There is a robust set of reports available to teachers, principals, and district leaders that include demographic breakdowns, standards analysis, item analysis, and student mastery based on TNReady performance levels.
Adaptability & Accessibility (10 Points)	Product is compatible with other programs such as PowerSchool

Cost/Benefit (20 Points)	The educational benefit of using this program clearly justifies the cost when compared with other assessment resources. The proposed solution meets the needs and criteria set forth in the RFP. Include costs for (1) one year, with the option to renew for additional years one year at a time.
Tech Support/Help Availability (10 Points)	Tool provides "live chat" from 7:00 to 5:00 p.m. Monday through Friday and online assistance. There is a robust support platform of videos, online tutorials, and a customer support number.

References: Each Proposer is required to provide three (3) references from organizations similar in size and scope of the Sullivan County Department of Education. The Proposer has provided the same or similar deliverables within the past three (3) years. The School Department, in its sole discretion, will confirm the Proposer's experience and or ability to provide the services required and described in its Proposal by checking the Proposer's references and the provision of the references by the Proposer is deemed to be consent to such confirmation/contact with the references. Sullivan County for tis Sullivan County Schools reserves the right to revisit the Proposer's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proposer's answers to the rated requirements and the results of the reference check.

Disclaimer and Cancellation

Sullivan County reserves the right to accept any proposal, reject any or all proposals, not select any vendor or purchase any goods and to waive any informality received where such acceptance, rejection, or waiver is considered to be in the best interest of the school system.

Sullivan County also reserves the right to reject any proposal where evidence or information submitted by the bidder does not satisfy the School Department that the bidder is qualified to carry out the requirements of the contract documents.

Sullivan County reserves the right to disregard any and all nonconforming, incomplete, or conditional proposals and to negotiate contract terms with the successful Proposer to obtain a contract price within available funds.

General Terms And Conditions

1. **Acceptance of Proposal:** Request for proposals and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions!! Date of postmark will not be considered. Facsimile or electronic proposals will not be accepted. Changes shown on the outside of an envelope or package will not be acceptable.
2. **Award or Rejection:** Sullivan County reserves the right to award by project or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of Sullivan County.
3. **Signature:** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled. The original proposal, which has been signed, shall be considered the official copy of the RFP by Sullivan County.
4. **No Contact Policy:** From the period beginning on the date of the issuance of the Request for Proposal any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing Transaction.
5. **Protest Policy:** Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager, and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.
6. **Conflict of Interest:** Proposer, by submitting the enclosed Compliance Affidavit with the submittal, is certifying that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement. A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

7. **Non-Collusion:** Vendors, by submitting the enclosed Compliance Affidavit, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law. In addition, Sullivan County reserves the right to disqualify any submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm. Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection. In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract. During the performance of this contract, the contractor agrees to provide a drug free workplace.
8. **Indemnification:** The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.
9. **Force Majeure:** In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.
10. **Iran Divestment:** Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-Library>. Submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106

11. **Eligibility:** The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.
12. **Title VI & VII of The Civil Rights Act:** It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the RFP, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.
13. **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
14. **Rejection of Proposals:** Sullivan County shall reject any proposal that is determined to be non-responsive. Sullivan County reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Sullivan County or any other governmental agency.
15. **Mistake in Proposals:** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice not later than forty-eight (48) hours after qualification proposals are opened.
16. **Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
17. **Disclosure:** RFP proposals will not be publicly opened; only the names of the responding firms will be publicly announced and recorded by the Sullivan County Purchasing Agent. RFP submittals will become the property of Sullivan County and will remain confidential until the selection processes have been concluded. During the selection processes, Sullivan County shall hold the contents of all correspondence, agenda, memoranda, discussions, or any other medium which could disclose any aspect of the firm's proficiency in strict confidence, sharing only with the panel responsible for evaluating the Proposals. Upon conclusion of the selection process, all documents pertinent to the RFP submittals will constitute public records and will be subject to public inspection under Tennessee law.
18. **Waiving of Informalities:** Sullivan County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Sullivan County.
19. **Related Costs:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
20. **Insurance Requirements:** Prior to beginning these Services, Proposer shall, at Proposer's expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:
 - a. General Liability - occurrence basis bodily injury, personal injury and property damage - \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - b. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$1,000,000 combined single limit per occurrence;
 - c. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of Proposer employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S.
With the prior approval of Sullivan County, Proposer may substitute different types of coverage for those specified as long as the total amount of required protection is

not reduced.

d. Professional Liability – Errors and Omissions \$1,000,000 per occurrence and aggregate.

Sullivan County shall be named as additional insured on the certificates of insurance (General Liability and Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to Sullivan County by Proposer prior to the start of Services. Proposer shall provide Sullivan County, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of Proposer to Sullivan County. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to Sullivan County. Insurance required hereunder shall be companies reasonably acceptable to Sullivan County.

21. **Compliance with all Laws:** 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.
22. **Governing Law:** All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract and/or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts Sullivan County Tennessee.
23. **Breach of Contract:** A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or services that conform to the contract requirements.
 - Failure to maintain/submit any report require hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.
24. **Contract Termination for Cause:** If the contractor fails to properly perform is obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contact is terminated for due cause by the county, the county shall have the option of awarding the contract to the next proposer or proposing again.
25. **Contract Termination for Convenience:** The County may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
26. **Licenses:** The Contractor must be a licensed professional as required by the State of Tennessee for any services in this contract requiring such licensure. Additionally, all sub-consultants/contractors employed by the prime consultant/contractor for the performance of the services requested in this RFP must be licensed as professional service firms in the State of Tennessee if said sub-consultants/contractors will perform services that are considered

professional in nature.

27. **No Benefit for Third Parties:** The services to be performed by the Contractor pursuant to the Agreement with the County are intended solely for the benefit of the County, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, no right to assert a claim against the County or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this agreement or the performance or non-performance of the Contractor's services hereunder.
28. **Access to Third Party Contract Records:** All Contractors are required to retain all books, records, and other documents relative to the agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the County, State Agency, Comptroller General or any other Governmental entity may have full access to review any books, documents, papers, and records that directly pertain to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the matter is closed.
29. **Non-Reliance of Parties:** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
30. **ADA Compliance:** With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., ("ADA"). Consultant agrees that it will defend, indemnify, and hold the County harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Consultant, its employees, agents or representatives which violates the ADA. Consultant agrees that the County will not be responsible for any costs or expenses arising from Consultant's failure to comply with the ADA.
31. **Non-Boycott of Israel:** Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each person signing on behalf certifies, and in the case of joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000.00 or more and to suppliers with 10 or more employees.

Benchmark Assessment Program *Proposal Form*

TO: Purchasing Agent, Sullivan County
Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, TN 37617

I. Pricing for RFP Benchmark Assessment Program for Sullivan County Department of Education with Item Banks

Having examined the Scope of Work and all information included in this Request for Proposal, the undersigned proposes to furnish all labor, material, equipment, supervision, and services necessary in accordance with the proposal documents for the sum of:

	Qty	Unit Cost	Total Price
Elementary School Assessments – Grades 2-5 (3 per yr) ELA & Math; Grades 3-5 (3 per yr) Science & Social Studies Paper- Pencil Delivery Method	2,402		
Middle School Assessments – Grades 6-8 (3 per year) ELA, Math, Science & Social Studies Online Delivery Method	1,814		
High School Assessments - Grades 9-12 (3 per year-Traditional) (2 per semester– Block) Online Delivery Method	2,484		
Subscription or License Fees		\$	
Yearly Fees or Other (please specify in proposal)		\$	
		\$	
TOTAL COSTS		\$	

** Bidder may adjust this form as needed to provide pricing for the proposal.

II. Addenda

The following addenda have been received and are hereby acknowledged:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

III. Acceptance

This offer shall be open for acceptance and is irrevocable for (120) one hundred twenty days from the bid closing date.

IV. Bid Form Signatures

Note: Bid must be signed by person authorized by the Corporation By-Laws to bind it into contract.

Name of Firm: _____

Signed: _____ **Date:** _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Reference Contact List

Contact Name	Email	School District

SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officer/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education?
_____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

- _____
6. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? _____ Yes _____ No

If you answered yes, please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder,

firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed award or agreement.

13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____