



ADVERTISEMENT DATE: **December 1, 2022**

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
(423) 498-7030  
REQUEST FOR PROPOSAL**

**RFP 23-11, VIRTUAL TEACHING**

Sealed envelopes containing proposals must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, RFP Bid File Number and the time and date of opening. Proposers must submit and mark an "original" bid, two "copies", and one "USB Flash Drive" in one (1) sealed envelope. Proposal documents may be secured from the Purchasing Department at the above address and on our website at [www.hcde.org](http://www.hcde.org) via Vendor Registry. Proposals received shall be opened by the Purchasing Department at the time and place designated in the Request for Proposal and/or associated addenda. The opening for the RFP shall not be open to the public.

Proposals must be received in the Purchasing Department prior to the designated time for opening. Proposals received after the designated time of opening will be considered late and shall be considered Non-Responsive.

<b>SOLICITATION NUMBER &amp; TITLE</b>	RFP 23-11, Virtual Teaching
<b>OPENING/DUE DATE &amp; TIME</b>	January 9, 2023 3:00PM EST
<b>LOCATION</b>	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
<b>PROCUREMENT CONTACT</b>	Debbie Jackson
<b>PHONE</b>	423-498-7030
<b>EMAIL</b>	doe_purchasing@hcde.org
<b>PRE-SOLICITATION MEETING</b>	NO
<b>TYPE</b>	N/A
<b>DATE &amp; TIME</b>	N/A
<b>LOCATION</b>	N/A

**BIDDER NAME:** \_\_\_\_\_

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421  
(423) 498-7030

REQUEST FOR PROPOSAL

RFP 23-11, Virtual Teaching

Sealed bids will be received addressed to the **Attention of: Denise Ellison, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 3:00pm on January 9, 2023**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

TERMS AND CONDITIONS

These terms and conditions shall be part of the Contract. HCS reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

*Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, will be referenced as "HCS".*

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Bid Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the bid shall be in longhand without erasure.
3. **Bid amendment:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery:** HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
5. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.
  - a. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

6. **Bid preparation**: Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.
7. **Bid pricing**: Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
8. **Bid submission and transmission**: Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
  - a. All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Bids submitted via e-mail or facsimile machine are unacceptable.
9. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
10. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Bid shall contain the Proposer's best terms from a cost or price, experience and technical and service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
11. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
12. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best. Where RFP is utilized, the apparent best-evaluated Proposer(s) shall be prepared to enter into a contract with HCS which the proposer shall draft. Notwithstanding, HCS reserves the right to add terms and conditions, deemed to be in the best interest of HCS, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
13. **Proposer Presentations / Interviews / Site Visits / Demonstrations**

Presentations, interviews, demonstrations, and/or site visits may be required as a part of the evaluation process. Providers will receive adequate notification to prepare. Information provided during these events shall be taken into consideration when evaluating the stated criteria.

Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and site visits have been completed.
14. **Tax Exemption** - Sales and excise taxes do not apply to the equipment purchased by a board of education. These taxes should not be included when submitting bid prices on the attached Bid Form. The

necessary exemption certificate properly executed is to be provided by the successful bidder for signature by a representative of the Owner.

15. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
16. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
  - a. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §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.
17. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free
18. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds 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.
19. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
20. **Bid Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
21. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
22. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or Invitation to Bid (Bid) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.

23. **Samples:** Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at bidder expense.
24. **TN Department Of Revenue Requirements:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. HCS shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
25. **No Contact Policy-** After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
26. **Pricing:** Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, the Vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- Continue with existing prices;
  - Submit a revised request for price increase;
  - Or
  - not accept the renewal offer.
- a. If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
27. **Quantities-** HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
28. **TN Cooperative Purchasing:** also known as piggybacking, HCDE 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 participating in any contract that results from bids and/or bids. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option
29. **Acceptance:** all terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
30. **Additional Information:** vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
31. **Alteration or amendments:** no alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
32. **Assignment:** contractors 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 consent of HCS.

33. **Brand names:** brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
34. **Code Of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
35. **Compliance With All Laws:** companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to title vi of the federal civil rights act of 1964, the equal employment opportunity act and the regulations issued there under by the federal government, the Americans with disabilities act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
36. **Declarative Statement:** any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
37. **Default:** in case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the procurement director.
38. **Deliveries:** must be accompanied by delivery tickets or packing slips. These shall contain the following information for each item delivered: purchase order number; item number; name of article; quantity; and supplier.
39. **Delivery Of Goods And Services** - it is understood and agreed that this bid shall constitute an offer which, when approved by the school board and accepted in writing by the purchasing department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
40. **Delivery Requirements:** time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: time of delivery may be a consideration in the award.*
41. **Discounts For Prompt Payment:** vendors may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of net 15. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or bids. If earned, HCS will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the Successful Bidder within the Stipulated Time Frame.
42. **Contract Approval:** The RFP and the provider selection processes do not obligate HCS and does not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. A legally binding contract shall be established only after the contract is signed by the provider, the head of the procuring County agency and/or HCS Superintendent or other County officials as authorized by applicable state and local laws and regulations.

43. **RFQ, RFP, and Proposal Incorporated into Final Contract:** Any Request for Qualifications and/or Request for Proposal and the provider's response to such, as amended between HCS and the successful provider, will be included as a part of the contract by reference. It should be understood that in the event of a discrepancy or ambiguity regarding the Proposer's duties, responsibilities and performance under this contract, these documents shall govern in the following order of precedence: Request For Qualifications and/or Request for Proposal and associated amendments, the Proposal/Bid Response and any amendments, technical specifications, clarifications and addenda made to the Proposal/Bid response, the Contract and its attachments.
44. **Drug-Free Workplace Program for Construction Services:** law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
45. **Grant Funded Purchases:** for purchases that are grant funded, the grant agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the grant agreement and the general terms and conditions of the bid or bid, the grant agreement terms and conditions shall prevail.
46. **Indemnifications/Hold Harmless:** contractor shall indemnify, defend, save and hold harmless HCDE, the school board, administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.
47. **Invoices:** will be returned for correction unless they contain the following information: purchase order number; item numbers; description of item; quantity; unit price; extensions; and total.
48. **New equipment:** the vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *Note: when the bid is for services, this item does not apply.*
49. **Non-Collusion:** vendors, by submitting a signed bid, certify that the accompanying bid 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 federal law.
50. **Non-Conflict Statement:** vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
51. **Non-Discrimination Statement:** supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the fair wage and hour laws, the national labor relations act, and other federal and statement employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.

52. **Payment Method**- HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.
- a. The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.
53. **Payment Terms**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
54. **Public Access to Procurement Information**: Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or bid has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.
55. **Protest of Award**: Any vendor who has submitted a timely bid or bid in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

**FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.**

56. **Provision of Database at Contract End**: If applicable and if requested by HCS, upon expiration of the Contract resulting from this RFP, the Proposer shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code value, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Proposer shall provide read-only licenses for HCS's use for a period of seven (7) years. If any data stored is in a proprietary format, Proposer shall provide a means for translating it to a standard in the public domain.
57. **Right to Audit**: During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
58. **Safety Data Sheets**: After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.
59. **Severability**: If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.



60. **Taxes:** HCS is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.
61. **Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.
62. **Termination for Convenience:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
63. **Termination Due To Non-Appropriation:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
64. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
65. **Warranties:** Vendor warrants to HCS 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. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
66. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement unless otherwise stated herein. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities.

Vendor shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Errors & Omissions (Professional Services)	\$1,000,000 each occurrence
Auto (Truck) Liability	\$1,000,000 each occurrence

67. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.
68. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.
69. **Governing Law/Jurisdiction:** **The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. By submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

**HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.**

## **SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in HCS's standard Terms and Condition or the Scope of Services. All such provisions shall be considered included and applied to the solicitation's associated Agreement and/or Purchase Orders.

### **1.0 CONTRACT PERIOD**

- 1.1 The Vendor shall be responsible for furnishing and delivery to the HCS requesting Departments(s) the commodity or services described herein on an "as-needed basis" for an initial term of one (1) year 4 months. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for three (3) additional (1) year periods under the same terms and conditions.
- 1.2 In the event that HCS exercises such renewal rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon in accordance with provisions of the Agreement.
- 1.3 Note that these are not automatic renewals. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for each additional term. The winning bidder must agree to provide renewal rates to HCS one hundred and twenty (120) days prior to any additional contract term.
- 1.4 Rates must be guaranteed for a minimum of one (1) year or until end of contract period whichever is longer. Any additional rate cap provided will be viewed favorably.
- 1.5 HCS reserves the right as part of Vendor negotiations under this solicitation to negotiate the Contract Period with the successful Proposer.
- 1.6 The Contract Period is expected to begin February 17, 2023 or soon thereafter. Contract periods, regardless of commencement/effective date will end June 30<sup>th</sup>.

### **2.0 VENDOR QUALIFICATIONS & MANDATORY REQUIREMENTS**

- 2.1 The Vendor shall ensure that they and/or their Company meets the following requirements imposed on this Agreement. Failure to meet the requirements listed below may be terms for ineligibility of Award or termination of contract upon the review and discretion of HCS.
  - 2.1.1 Must have at least five (5) years' experience providing the services that are requested herein;
  - 2.1.2 Must have experience with servicing Public Education and Government clients;
  - 2.1.3 Must have sufficient, competent, and skilled staff, with experience in performing/providing the requested services;
  - 2.1.4 Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Vendor/Contractor without prior written approval by HCS.
  - 2.1.5 The Vendor shall be directly responsible for any subcontractor's performance and work quality when used by the Vendor to carry out the scope of the job.
  - 2.1.6 Vendor must assure subcontractors abide by all terms and conditions under this Contract.
  - 2.1.7 If subcontractors are to be used, the Vendor must clearly explain their participation at the time of each request.
  - 2.1.8 In the event of substantial or material changes in ownership of the company, the contract may not be automatically assigned without prior written approval by HCS.

- 2.1.9 Vendor must allow HCS departments to request a specific individual, when available, to fill a temporary need and charge a “payroll only” fee when HCS refers an applicant for temporary service need.
- 2.1.10 Vendor must allow the using department to transfer temporary virtual employee(s) within the same department (where needed) upon notification by telephone to the agency, at no cost or additional charge to HCS.
- 2.1.11 Vendor shall charge no fee to HCS for any temporary service agency employee hired into a regular HCS position, or otherwise restrict the HCS from offering regular HCS employment to such individuals.
- 2.1.12 Vendor shall charge no fee to HCS for any temporary service agency employee hired into a temporary HCS position after 90 calendar days of employment with the temporary agency.

### **3.0 AWARD**

- 3.1 HCS will award to the responsive and responsible proposer(s) whose proposal is most advantageous, with price and other factors considered. HCS will evaluate proposals on their compliance with and responsiveness to the requirements described herein and will recommend the firm(s) to be selected, which in its opinion, is best suited to accomplish the required service for HCS.
- 3.2 All proposals will be initially evaluated to determine whether:
  - 3.2.1 The proposal is complete, in the required format, and in compliance with all the requirements of the RFP.
  - 3.2.2 Proposers meet the Vendor Qualifications and Mandatory Requirements as outlined herein.
- 3.3 It is the intent of HCS to award a contract to one or more Vendors meeting the specifications as described herein. HCS reserves the right to award in the manner that best suits the needs of the agency and its user departments. This will allow individual departments, schools, and divisions the opportunity to use the Vendor that has the needed product or service that best supports their need at the time. HCS reserves the right to purchase the product or service being requested elsewhere in the event of an emergency.
- 3.4 HCS reserves the right to request like services of Vendors not on contract when it is deemed in the best interest of HCS.

### **4.0 MASTER CONTRACT NOTICE**

- 4.1 This is a “Master” contract, which is not for any specific project or need. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order (PO), by the requesting department. The requesting department reserves the right to provide additional project clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, contact information, etc.
- 4.2 There is no guarantee of any minimum or maximum number of hours or specific assignments that will be made during the life of this Agreement. No work is guaranteed.

### **5.0 ADDITIONAL SERVICES & LOCATIONS**

- 5.1 HCS reserves the right, at any time, to add or delete locations or like services to the Agreement where deemed in its best interest and in its sole discretion.
- 5.2 For positions that are not listed herein nor within the Vendor’s submission, HCS will allow the user department, in conjunction with the Vendor, to negotiate an appropriate hourly or daily rate for the required position and apply a Vendor’s markup charge over the negotiated rate that can be found within the Bid/Proposal form as “Optional Position Charge”.

- 5.2.1 Optional Position Charge shall be a markup to be added to the employee's current hourly or daily rate resulting in a fully loaded hourly rate or equivalent fee for the negotiated position.

## **6.0 MANDATORY INSURANCE REQUIREMENTS**

6.1 Prior to execution of the contract, the Vendor shall procure and maintain, at their own expense, the following insurance against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by proposer, their sub agents, representatives, employees or subcontractors. *Note however that coverage requirements are subject to change as business needs dictate.* The Vendor shall maintain throughout the contract period the following minimal insurance coverages:

1. *Commercial General Liability Insurance:* \$1,000,000 per occurrence for property damage and bodily injury covering the operation of employees and agents for the contracted operations as well as civil rights claims. The Vendor should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - a. Premise/Operations
  - b. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - c. Products/Completed Operations
  - d. Contractual
  - e. Independent Contractors
  - f. Broad Form Property Coverage
  - g. Personal Injury
2. *Business Auto Liability:* \$1,000,000 limit per accident for property damage and personal injury:
  - a. Owned/Leased Autos
  - b. Non-owned Autos
  - c. Hired Auto
3. *Workers' Compensation and Employers' Liability:* Workers' Compensation statutory limits as required by Tennessee as applicable to the operations of the proposer(s). This policy should include Employers' Liability coverage for \$1,000,000 per incident.
4. *Umbrella Liability:* \$1,000,000 per occurrence with \$3,000,000 aggregate

Hamilton County Schools shall be listed as an additional insured on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of thirty (30) calendar days cancellation notice to the HCS Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by HCS's Risk Manager.

Updated Proof of Insurance must be provided before a contract is executed with the Vendor for this RFP and updated as necessary. **For listing purposes after the award, the successful proposer should use the following as to the additional insured:**

Hamilton County Schools  
 Attn: Procurement Department  
 3074 Hickory Valley Rd.  
 Chattanooga, TN 37421

## SCOPE OF SERVICES

### RFP 23-11, VIRTUAL TEACHING

#### **1.0 SUMMARY OF SCOPE**

1.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to provide virtual temporary staffing services for various locations throughout the school district.

#### **2.0 DETAILED SCOPE OF SERVICES**

2.1 For purposes of this solicitation and Agreement, "Substitutes" shall refer to short-term fill-in for an absence or vacancy and "Contract Staffing" shall refer to temporary employees that have been outsourced for purposes of fulfilling a position or vacancy for an extended period of time.

2.2 The Vendor shall provide services and ensure compliance with the following clause and provisions:

2.2.1 Provide quality trained temporary employees to HCS departments within 10 business days of the request for Substitutes and 15 business days for Contract Staffing.

2.2.2 Conduct reference checks and background checks on all temporary employees, adhering to applicable federal, state and privacy protection laws, and ensure that applicants have passed both the reference and background check prior to start date of assignment. All temporary and contract employees will need to pass a health certification.

2.2.3 Adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual in a protected class.

2.2.4 Conform to the provisions of the Immigration and Control Act of 1986 by verifying the employment eligibility of each temporary employee.

2.2.5 Conform to the provisions of the Patient Protection and Affordable Care Act.

2.2.6 Coordinate directly with each HCS's departments' requests for temporary services, scheduling, and billing for services.

2.2.7 Provide access to a wide range of employee skills, including bilingual skills, Microsoft Word, Excel, Access, PowerPoint, and manual labor experience.

2.2.8 Provide administration and maintenance of all employment and payroll records, and payroll processing for temporary employees. Electronic timecard submittal/approval and direct deposit of paychecks are preferred.

2.2.9 Manage all paperwork and be responsible for all costs related to social security, state and federal withholding taxes, unemployment claims, and workers compensation claims for all temporary workers placed as a result of this contract.

2.2.10 Shall comply with all drug, tobacco, smoke, and alcohol policies imposed against and by the agency.

2.3 The Vendor shall maintain an application process, which includes skill assessment and evaluation, custom matching of employees to job requirements, and reference checking of prospective employees.

- 2.4 Vendor will provide virtual teachers that satisfy one of the following requirements: an active Tennessee teaching license in the content area for which they will be teaching; eligible by in-hand passing Praxis score and application for TN teaching license by date of hire; or eligible via in-hand passing Praxis score or held endorsement in reciprocal state.
- 2.5 The Vendor shall utilize and provide district access to a web-based platform for Interim Substitute placement.
- 2.6 All on-boarding and training classes shall be managed by the Vendor for temporary employees to be job-ready, at no cost or additional charge to HCS.
- 2.7 All virtual temporary staff must complete an orientation class prior to working with HCS.
- 2.8 The Vendor must provide temporary employees able to work shifts between the hours of 6:00am and 4:00pm Monday-Friday; as well as after hours as directed.
- 2.9 The Vendor must provide an on-call service by 7am Monday-Friday, as well as provide a contact for after-hours emergencies.
- 2.10 The Vendor must be able to supply a supervisor within an hour of an issue being brought to their attention.
- 2.11 The Vendor must provide a 24-hour guarantee of no charge in the event a temporary employee placed is unsatisfactory, and the department requests a replacement within the first 24-hour period.

### **3.0 STAFF DESCRIPTIONS & REQUIREMENTS**

3.1 The following staff are expected to be provided under this Agreement. HCS reserves the right to add/request additional positions similar in nature where and as deemed in its best interest.

#### **3.1 Certified Staff – Virtual Platform Interim Teachers (Category 1)**

- 3.1.1 Virtual Platform Interim Teachers shall be provided where requested to serve as teacher of record by means of a digital platform for certain high needs certifications including but not limited to:
- Secondary (6-12) Mathematics
  - Physics
  - Chemistry
  - World Languages
  - Special Education
- 3.1.2 The Vendor must furnish a curriculum – including assessment structure - that aligns with Hamilton County Schools framework, TN State Standards, and adapted to virtual delivery.
- 3.1.3 The Vendor must furnish a digital platform that is accessible to all students, is ADA-compliant, and operates within the technological resources currently available to Hamilton County Schools.
- 3.1.4 The Vendor must furnish a welcome letter and instructions for parents to understand platform and the process of online teaching and learning.
- 3.1.5 The Vendor must include performance management and implementation roles within their proposed personnel structure.
- 3.1.6 Candidates shall be screened to ensure compliance with State of Tennessee law, Tennessee Department of Education policies, and Hamilton County Department of

Education policies.

- 3.1.7 Vendor is requested to provide pricing for core courses described herein. Core courses pricing is requested to be at a per day rate. Where HCS requests extended service (such as a serving a full quarter, semester, year, etc..) such may be provided at a discounted rate where negotiated between the HCS authorized representative and the Vendor; so long as the long-term negotiated fee broken down by days to be served does not exceed the contracted per day rate. IE: A discount may be provided by the Vendor where extended or long-term services are requested.
- 3.1.8 Where HCS has a need for a Certified Staff under this category that is not listed such may be negotiated between HCS and the Vendor on an as-needed basis and such shall be considered part of this Agreement.

#### **4 REPORTS**

4.1 The Vendor shall be responsible to furnish HCS with a monthly summary and analysis of the Vendor's placement for the period. This report shall reflect the following information sorted by HCS Department: total hours worked during the month by name, classification, pay rate, and bill rate with a running total of hours worked/paid per fiscal year (July 1-June 30).

4.1.1 Failure to provide the monthly report may result in cancellation of contract.

#### **5 WORKED HOURS MONITORING**

5.1 The Vendor shall monitor hours worked by each temporary employee and notify HCS when a temporary employee is nearing 999 hours worked per fiscal year (July 1-June 30).



**SUPPLEMENTAL INFORMATION****FUNDING NOTICE & PROVISIONS**

As a notice to all Vendors, this solicitation and its associated Agreement may be funded in whole or in part with Federal funds in addition to general funds of the agency.

The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or equivalent business relationships the Vendor creates to support the Vendor's servicing to HCS under this Agreement.

Where applicable: Food service staff will be funded by School Nutrition funds, a non-federal entity subject to the provisions in 2 CFR 200. Therefore, the fees for food service positions cannot be quoted using cost plus a percentage of cost, per 2 CFR 200.324(d). The proposer must provide pricing for food service staff using a cost plus fixed-fee method. Other position types may be quoted using either pricing method.

**1. EQUAL EMPLOYMENT OPPORTUNITY:**

1.1. During the performance of this contract, the contractor agrees as follows:

- A. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.
- D. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.
- 2. MAINTENANCE OF RECORDS:**
- 2.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of seven (7) years from the date of termination of this agreement, or for such period is required by law.
- 2.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by HCS, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 2.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 2.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

- 2.6. HCS and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as HCS deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of HCS.
- 3. DHS SEAL, LOGO, AND FLAGS**
- 3.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.
- 4. LOCAL VENDOR PREFERENCE EXCLUSION**
- 4.1. Local Vendor Preference is not applicable to this solicitation and subsequent contract and/or purchase order(s).
- 5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**
- 5.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.
- 6. NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- 6.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.
- 7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**
- 7.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.
- 8. SUBCONTRACTS**
- 8.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.
- 9. CONFLICT OF INTEREST:**
- 9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.
- 10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**
- 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- 10.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.

- 10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

#### 11. ENERGY POLICY AND CONSERVATION ACT

- 11.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### 12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- 12.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 12.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 12.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 12.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 12.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 12.6. Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

#### 13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 13.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that CONTRACTORS should review.
- 13.2. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### 14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 14.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S.

McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

#### 15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

- 15.1. HCS, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when HCS determines in its sole discretion that it is in HCS's best interest to do so. In the event of termination the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 15.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of HCS and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

#### 16. SUSPENSION AND DEBARMENT

- 16.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 16.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 16.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to HCS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 16.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 17. RECOVERED MATERIALS

- 17.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- 17.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

**18. REMEDIES**

- 18.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, HCS may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 18.1.1. Withhold or suspend payment of all or any part of a request for payment.
  - 18.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to HCS any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
  - 18.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
  - 18.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
  - 18.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
  - 18.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
  - 18.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse HCS for the amount of costs incurred for any items determined to be ineligible.

**19. OTHER REMEDIES AND RIGHTS:**

- 19.1. Pursuing any of the above remedies will not keep HCS from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If HCS waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of HCS, or affect the later exercise of the same right or remedy by HCS for any other default by the CONSULTANT/CONTRACTOR/VENDOR.
- 19.2. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between HCS and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Tennessee law. If such dispute is in state court, venue shall be in the courts of Hamilton County.

**20. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).:**

- 20.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 20.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 20.3. Withholding for unpaid wages and liquidated damages. The State of Tennessee Division of Emergency Management or equivalent office shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 20.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 21. CLEAN AIR ACT

- 21.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 21.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 21.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

## 22. FEDERAL WATER POLLUTION CONTROL ACT

- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 22.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

## 23. BYRD ANTI-LOBBYING AMENDMENT

- 23.1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds

that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification.

## 24. CIVIL RIGHTS ASSURANCE STATEMENT

- 24.1. The vendor hereby agrees that it will comply with:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  7. Where USDA applies: All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
  9. Where USDA applies: Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
  10. Where USDA applies: The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
- 24.2 Where USDA applies: This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.



**SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

Interested proposers shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the proposer's response and to ensure each proposal receives full consideration. It is requested that proposers use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links may not be reviewed for evaluation purposes.

Submittal package is requested not exceed **25 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

Proposers shall submit one (1) original hard copy (clearly marked as such), four (2) "copies", and one (1) electronic version on a USB flash drive containing the proposal submittal in an unlocked PDF format. HCS may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered HCS in evaluating the Proposal, and the "copies" and electronic version are provided for the agency's administrative convenience only.

All proposal responses must be submitted in accordance with the instructions provided in this RFP and in the standard format described below in order to facilitate comparison and evaluation. **Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and hence, removed from consideration at HCS's discretion.** Any proposed deviations from the requested scope of services must be noted and fully explained. The information shall be prepared in a manner that is self-explanatory, complete and responsive to the request.

The proposal must include an explanation of any exceptions to the stated requirements. Failure to indicate any exception will be interpreted as the proposer's intent to comply with the requirements as written in the proposal documents.

Proposals will be evaluated by designated staff members of the Hamilton County Department of Education. Where deemed necessary at the discretion of HCS, outside consultants, experts, or community stakeholders may serve on the evaluation committee.

Select proposals meeting all requirements, and at the request or recommendation of the evaluation committee, may be asked to present an oral presentation in which key areas of the proposal will be discussed. At the presentation meeting, questions and clarifications, if any, will be addressed by the HCS and additional evaluation and/or numerical ranking will be conducted following such presentations. HCS reserves the right to enter into a Best and Final Offer approach amongst proposers deemed qualified by the HCS evaluation committee.

HCS reserves the right to add terms and conditions, deemed to be in the best interest of HCS, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this Request for Proposal. It is the intent HCS to award a contract for the service described herein as a result of this Request for Proposal. HCS reserves the right to reject any or all such proposals. HCS reserves the right to conduct negotiations with proposing Vendors where it is deemed in its best interest and at HCS's sole discretion.

**INTRO: Cover Page & Transmittal Letter**➤ **Cover Page**

- Project RFP Number & Name
- Company's Name & Address
- Company's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

➤ **Transmittal Page**

- Provide a written transmittal and offer of the proposal in the form of a standard business letter signed by an individual having the authority to bind your organization. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.
- The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.
  - **Proposal Validity:** The letter shall state that the proposal remains valid for at least one hundred and twenty (120) calendar days subsequent to the date of the proposal opening and thereafter in accordance with any resulting contract between the Proposer and HCS. Note: Proposal validity may be extended by mutual agreement of both parties.
  - **Mandatory Requirements:** Include an itemized statement indicating whether or not you meet all mandatory requirements as outlined in the Special Conditions, if awarded.
  - **Intent to Comply with RFP Provisions:** The letter shall indicate written confirmation that the Proposer shall comply with all of the provisions in this RFP. Note: If the Proposal fails to provide said confirmation without exception or qualification, HCS, in its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
  - **General Provisions:** The letter must state your agreement with each item outlined in the General Provisions provided herein. If you do not agree to any specific item, your letter must state the exception at time of proposal. If no exceptions are taken at the time of proposal submission, HCS assumes that you agree to all items. Note: If the Proposal fails to provide said confirmation without exception or qualification at the time of the initial submission, and at a later time raises objection, HCS, in its sole discretion, may determine the proposal to be non-responsive, and the proposal may be rejected.
  - **Certificate of Compliance:** The letter must reference and include the completed and signed Certificate of Compliance.
  - **Authorization to Bind:** The letter must reference and include the completed and executed copy of the Authorization to Bind form, signed by the appropriate individual in your organization.

*\*Cover Page & Transmittal Letter do NOT count towards page restriction requested herein. \**

**TAB 1: Executive Summary**

- Provide a description of your Company, your Company's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc.
- Provide within the executive summary an overview of your plans and approach for accomplishing the work requested which should be detailed as required in each section of this document. The information provided shall be in enough detail to enable HCS to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed.
- Proposer must include a statement indicating whether the Proposer or any people that may perform work under the contract through the Proposer have a possible conflict of interest (e.g., employment by HCS, etc.) and, if so, the nature of that conflict. HCS has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict of interest or cause speculation as to the objectivity of the proposer.

**TAB 2: Proposer Qualifications & Experience**

- Responses are required for each item in this section in the same order that the questions are asked. Please describe your proposed solution for each requirement. If no specific information is to be provided, a response of "Understand and Comply" should be utilized for each. If you cannot meet or comply with any item, please include an explanation as to your exception or alternative. Any proposal not complying with this requirement may be considered to be non-responsive and disqualified at the sole discretion of HCS.
- Include an appropriate level of detail in your response so as to give HCS sufficient information to understand your experience in managing a project/service of this type as well as the qualifications of your firm and your staff and your proposed approach to this RFP. Add additional information to the end of our required sections/questions as appropriate to fully convey your value proposition.
- Provide the following information regarding your organization:
  - Name
  - Location
  - Total Company Assets
  - Company history and current business activities.
  - Description of company history in Temporary Staffing Services.
  - What is your total number of public education and/or other local government clients across all locations and within the branch that will serve HCS?
  - Do you represent any public education or other local government entities in the local or regional area of Hamilton County, TN? Please specify the position types you service for these entities.
  - Please disclose any subcontractors you employ or would employ as part of this contract.

- Vendor must designate an assigned primary account representative to manage the program for HCS. Please provide the name, title, office location, experience, and contact information for your proposed account manager.
  - Vendor shall submit a personnel roster listing the names of key people who the Proposer will assign to perform each of the duties and services required by this RFP. Include with the personnel roster a resume for each of the people listed, including title, training, experience, qualifications and employment history in providing the services as described above. Attach copies of any applicable certifications and/or resumes.
  - Describe the business practices your organization follows to establish and maintain a continuing successful working relationship with established accounts.
  - Please include references from three (3) current clients who have utilized your services for this type of service for at least two (2) years. Contact information should include company name, contact name, contact title, phone number and email address.
  - Provide details as to whether there have been any mergers, acquisitions and sales of your company within the last five (5) years. If there have been, provide an explanation of relevant details.
  - State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefits of creditors. If so, include an explanation providing relevant details.
  - Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material impact on the Proposer's financial condition. If such exists, list each separately, explain the relevant details and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to the RFP.
  - Provide information regarding any citations or investigations by any Federal, State or Local regulatory body. Identify the regulatory body, specific charge, and disposition of the situation and date of the occurrence.
- *NOTE: All persons, agencies, firms or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. HCS may require the Proposer to submit proof of such licensure details the state of licensure and licensure number for each person or entity that renders such opinions.*
- Provide a statement of understanding that your Company recognizes that HCS reserves the right to evaluate the proposing Company on their past performance and prior dealings with HCS (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

### **TAB 3: Technical Proposal**

- Provide a detailed Technical Proposal/Plan of Approach that explains how your Company intends to comply with and meet the anticipated deliverables and/or requested Scope of Services as detailed within this solicitation. Vendor shall ensure an appropriate level of detail in the response as to give HCS sufficient information to understand your experience in managing a project/service of this type and your proposed approach to this RFP.

- Vendor shall ensure the Technical Proposal/Plan of Approach details cover the following requested items:
  - a. Provide your office's regular hours of operation, as well as the availability of any office staff after hours.
  - b. Describe protocols for handling issues that arise with virtual employees.
  - c. Describe the web tools available to HCS's departments requesting services.
  - d. Describe your organization's recruiting techniques, including forecasting and planning methodology, approach and timing for staffing throughout the school year. Please provide examples of materials used to recruit temporary virtual staff.
  - e. List your average fill rates by job type, as well as average time-to-fill from the time of request to the arrival of the temporary virtual employee by job type.
  - f. Provide an implementation timeline, include specific activities, target dates, data requirements, and responsibilities of both the vendor and HCS.
  - g. Describe the challenges and pitfalls your organization has experienced and the solution applied to assure a successful implementation.
  - h. Describe the timecard and payroll procedures for temporary virtual employees. Include information about pay frequency, deposit options, and paystub access.
  - i. Please describe any benefits offered to temporary virtual employees, including minimum requirements for the employee to be eligible for each benefit.
- HCS intends to request for services or goods under this contract by way of Purchase Order and all such terms and conditions of this solicitation and those incorporated by negotiation (if any) shall be deemed to be incorporated into such Purchase Order.
  - Where Vendor requests for supplemental agreement be completed, Vendor shall provide a sample copy of such as part of Vendor submission for HCS review. HCS reserves the right to accept, revise, or reject the use of Vendor supplied supplemental contract documents at its discretion and where deemed in its best interest. All Vendor supplied contract documents are subject to HCS full review.  
*\*Sample agreement does not count towards page restriction requested herein.\**

#### **TAB 4: Cost Proposal/ Pricing:**

- Vendor shall provide, on the Bid/Proposal form provided herein, fully loaded rates for the positions listed that the Vendor is capable of supplying to HCS under the Agreement.
  - Vendors are not required to complete all Categories. Vendors are not allowed to provide services for categories left incomplete/not bid under the Agreement unless authorization has been provided by the Procurement Department.
  - Additional space has been provided for the Vendor to list positions above and beyond those stated herein. Such positions are not required to be listed, but where such are listed must include a corresponding description and skill specification.
- Pricing shall be inclusive of all fees and incidentals necessary to provide for the services as defined herein.

#### **TAB 5: Required Forms**

- Forms 1- 10
- Valid Certificate of Insurance that is verified and dated within the last six (6) months at the time of proposal submission.

After the initial review, evaluations will not rely solely on price, but will also consider adherence to specifications, qualifications, service experience, simplicity of administration, ability to provide/manage temporary virtual employees across multiple departments, flexibility, cost effectiveness, references and technical solution/services proposed in the final analysis to determine the proposal that, in HCS's opinion, best meets its needs. This evaluation will be done using the following approach:

#### SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXECUTIVE SUMMARY	15
2	QUALIFICATIONS AND EXPERIENCE	20
3	TECHNICAL PROPOSAL	30
4	COST PROPOSAL/PRICING	35
<b>TOTAL POINTS</b>		<b>100</b>
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by the evaluation committee when scoring Proposers. *		

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
Chattanooga, Tennessee 37421  
SOLICITATION RESPONSE & BID/PROPOSAL FORM

**RFP 23-11, VIRTUAL TEACHING**

- 1. Vendor Name \_\_\_\_\_
- 2. Vendor Address \_\_\_\_\_
- 3. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
- 5. Contact Person \_\_\_\_\_
- 6. Contact Person's email address \_\_\_\_\_
- 7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 8. Authorizing Signature \_\_\_\_\_  
(Sign)
- 9. Authorizing Print Name & Title: \_\_\_\_\_
- 10. Vendor's Hamilton County Business License Number \_\_\_\_\_  
*(If Applicable) Attach A Copy Of The License.*
- 11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_
- 12. Do you accept the Terms and Conditions of the solicitation/contract? Yes \_\_\_\_\_ No \_\_\_\_\_
- 13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes \_\_\_\_\_ No \_\_\_\_\_
- 14. Will you accept E-commerce payments? Yes \_\_\_\_\_ No \_\_\_\_\_
- 15. Pricing: Complete following page Bid/Proposal Form

REMINDER:

All questions pertaining to this solicitation must be submitted electronically to [doe\\_purchasing@hcde.org](mailto:doe_purchasing@hcde.org) no later than **December 12, 2022** prior to the Opening/Due date designated herein. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



**BID/PROPOSAL FORM**

**COMPANY NAME:** \_\_\_\_\_

**SOLICITATION:** RFP 23-11, Virtual Teaching

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

***Virtual Teaching Services***

Item	Description	UOM	Interim Teacher Pay Rate	% Mark Up	Total = Vendor Bill Rate (PR+MU)
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***CATEGORY 1: Certified Staff – Virtual Platform Interim Teachers***

1	Secondary Mathematics	DAY	\$		\$
2	Physics	DAY	\$		\$
3	Chemistry	DAY	\$		\$
4	World Languages	DAY	\$		\$
5	Special Education	DAY	\$		\$

***CATEGORY 2: Optional Virtual Position Charge***

Item	Description	UOM	Optional Virtual Position Charge <i>Charge shall be a markup that will be applied to the employee's current hourly or daily rate.</i>
1	Optional Virtual Position Charge <i>*See Section 5.0 - Additional Services &amp; Locations of the Special Conditions</i>	1	%



<b>Additional Virtual positions as provided by Vendor and not listed above. Vendor must provide corresponding description of position expected duties and skill set.</b>					
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Interim Teacher Pay Rate</b>	<b>% Mark Up</b>	<b>Total = Vendor Bill Rate (PR+MU)</b>
1		DAY	\$	\$	\$
2		DAY	\$	\$	\$
3		DAY	\$	\$	\$
4		DAY	\$	\$	\$
5		DAY	\$	\$	\$

**CERTIFICATE OF COMPLIANCE**

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/bid and the following items:

- 1. the laws of the State of Tennessee and Hamilton County;
- 2. Title VI of the Civil Rights Act of 1964;
- 3. Title IX of the Education Amendments of 1972
- 4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
 Print Name \_\_\_\_\_ Email \_\_\_\_\_  
 Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Address \_\_\_\_\_ Fax No. \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**AUTHORIZATION TO BIND**

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

\_\_\_\_\_  
Authorized Signature (Officer of the Company)

\_\_\_\_\_  
Name of Authorized Signer (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**Drug-Free Workplace Requirements & Affidavit  
TENNESSEE CODE ANNOTATED, § 50-9-113**

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Construction Contractor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

(To be submitted with bid by construction contractor with 5 or more employees and encouraged for all others)

**AFFIDAVIT**

I \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the  
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President of Principal Officer

For: \_\_\_\_\_

STATE OF TENNESSEE}  
COUNTY OF \_\_\_\_\_}

Subscribed and sworn before me by \_\_\_\_\_, President  
or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Instructions for Non-Collusion Affidavit**

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

**Non-Collusion Affidavit  
(Attachment A)**

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and  
(Name of my Firm)  
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the  
(Name of my Firm)

above representation are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
(Signature and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20 \_\_\_\_\_

NOTARY PUBLIC:  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., (“Act”). This form must be submitted with any bid or bid regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Official

**Hamilton County Board of Education  
Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion**

The prospective participant / vendor certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this bid.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name(s) and Title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature



## **Certification of Compliance with Tennessee Public Chapter # 587**

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: “A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is *conducted under the supervision of school officials or employees.*”

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

**I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.**

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date

**CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards and that all sub recipients shall certify and disclose accordingly to undersigned.

---

Name/Address of Organization

---

Name/Title of Submitting Authorized Official

---

Signature of Authorized Official Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. * Federal Department/Agency:</b> _____	<b>7. * Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>  <b>* Signature:</b> _____ <b>*Name:</b> Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with HCS Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by HCS personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

HCS will not intentionally award HCS contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

HCS may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by HCS.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by HCS.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



# Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): \_\_\_\_\_

Organization Type:     Corporation                       Individual/Sole Proprietor                       Joint Venture  
    LLC     Partnership/Limited Partnership                       Non Profit\*

New Vendor                       Vendor Change                       Tax Exempt

Name of Company/Firm (as shown on Federal Taxreturn): \_\_\_\_\_

Alternate name, if applicable (doing business): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_ - \_\_\_\_\_

Contact person: \_\_\_\_\_ Business Ph#: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Fax #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Company / Firm's website address: \_\_\_\_\_

Payment address (if different from address above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_ - \_\_\_\_\_

Payment Terms:  \_\_\_\_\_ % discount Net 15 days / Net 30 Days or  Net 30 Days

Separate Checks: ( ) Yes or ( ) No    Accept Purchasing Card (i.e. VISA): ( ) Yes or ( ) No    Credit Card Fee: ( ) Yes or ( ) No

Business E-mail address (for Accounts Payable): \_\_\_\_\_

Purchasing E-mail address \_\_\_\_\_ Contact Name \_\_\_\_\_

Are you currently employed or have you ever been employed by HCDE? ( ) Yes or ( ) No

If yes, please specify employment dates: \_\_\_\_\_

Requestor/Vendor's Signature: \_\_\_\_\_ Date requested/sent: \_\_\_\_\_

\*If providing onsite services a COI must be provided listing Hamilton County Department of Education as additional insured.\*

For Accounting Use Only:

Vendor #: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date completed: \_\_\_\_\_

[www.hcde.org](http://www.hcde.org) | 423.498.7030 | Email: [doe\\_purchasing@hcde.org](mailto:doe_purchasing@hcde.org) | 3074 Hickory Valley Rd., Chattanooga, TN 37421



### SUPPLIER PROFILE

\*Required fields, missing or incomplete will be returned for corrections.

<p>All Suppliers, Subcontractors and Carriers of Hamilton County Department of Educations- As a county schools' contractor, we are monitoring a level of subcontractor awards to certified small business concerns, small disadvantaged business concerns and large firms, as well as the ethnicity of the owners of such business concerns. To assist with completion of this monitoring, we are requesting the following information from our service and product suppliers and carriers. Based on the Classification and Ethnic Description Choices listed below on Exhibit A attached hereto, please select the relevant categories. Please also have executed the corresponding Sworn Affidavit below.</p>			
Company Name:			
Company Address:			
Phone Number:		Number of Employees:	
Federal ID(EIN) Social Security #			
Legal Structure			
Corporate:	LLC:	Partnership:	Sole Proprietor:
Manufacturer:	Service Org:	Distributor:	Broker:
Retailer:			
Please identify and provide a brief description of the primary products/or services which your company offers:			
Principal Minority Owners:			
Principal Minority Title(s):			
Principal Minority % of Ownership:			
*Total percentage of Minority Owner(s) must equal or exceed 51%			
<p>Sworn Affidavit: The undersigned swears that the statements contained herein are true and correct and affirms that the classifications selected below constitute majority control of 51% or more of the daily business operations of the applicant company identified above. Further, the undersigned hereby swears, under penalty of law, that the applicant company believes It is qualified for certification as a: <i>(Fill in appropriate classification(s))</i></p>			
Completed by (Print)		Signature:	
Witnessed by (Print)		Signature:	
<p>A copy of the company's current certification, issued within the last 12 months, by either an NMSOC affiliate or under (a) Business Development/Small Disadvantaged Business of the Small Business Administration must be returned with this profile.</p>			



### Exhibit A

<b>Business Classifications: Check all which apply and attach certification where available.</b>
<b>005 (C018)</b> - Women Owned Business Enterprise (see 49 C.F.R part 26) -A business that is at least 51 % owned and controlled by individuals who are female in gender.
<b>006</b> - Disabled Business Enterprise -A business that is at least 51 % owned and controlled by a handicapped or service disabled individual
<b>007 (C-023)</b> - Disabled Veteran Business Enterprise -A business that is at least 51% owned and controlled by one or more disabled veterans of the US Armed Forces, as defined at 38 U.S.C. Section 101(2) and <b>101(16)</b> .
<b>008</b> - Disadvantaged Business Enterprise - A business owned and controlled by a socially and economically disadvantaged individual, as defined in 49 C.F.R. Parts 23 and 26. Each individual whose ownership and control are relied on for certification as a Disadvantaged Business Enterprise must have a net worth of less than \$750,000 excluding the value of the business and the equity in his or her primary residence.
<b>009 (C-020)</b> - Historically Underutilized Business Zone - US HUB Zone Empowerment Program provides federal contracting opportunities for qualified small businesses located in distressed areas.
<b>010 (C-021)</b> - Small Business Administration 8(a) Program -A business owned and controlled by a socially and economically disadvantaged individual. Under the Small Business Act, African Americans, Hispanic Americans, and Asian Americans are presumed socially disadvantaged. These individuals must have a net worth of less than \$250,000 excluding the value of the business and primary residence to be considered economically disadvantaged.
<b>011</b> Small Disadvantaged Business Enterprise (see 13 C.F.R. Part 124) -A small disadvantaged business at least 51% owned or controlled by a socially disadvantaged individual. All individuals must have a net worth of less than \$750,000 excluding the value of the business and primary residence.
<b>012</b> - Small Business Enterprise (see 13 C.F.R. Part 121) -A business defined as having less than 500 employees or less than \$3.5 million in annual revenues.
<b>013 (C-022)</b> -Veteran Owned Business Enterprise -A business that is at least 51 % owned and controlled by US citizens who are veterans of the US Armed Forces as defined at 38 U.S.C. Section 101(2).
<b>179 - Service Disabled Veteran Owned</b>
<b>Ethnicity Business Classifications: Minority Business</b> -A business that is at least 51% owned and controlled by people of Asian, African American, Hispanic and/or Native American descent. (see 49 C.F.R. Part 26) Check all that apply and attach certification where available
<b>1 (C-015)</b> - African American - Having origins in any of the black racial groups of Africa.
<b>2 (C-016)</b> - Hispanic - Having Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.
<b>3 (C-017)</b> - Native American - Includes persons who are American Indian, Eskimo, Aleut or Native Hawaiian.
<b>4 (C-014)</b> - Asian, Asian Indian, Asian Pacific- Having origins in Asia, the Indian subcontinent or the Pacific Islands including but not limited to persons with origins from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Hong Kong, India, Pakistan, Bangladesh or Sri Lanka.

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">OR</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-		OR	Employer identification number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table>										
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<b>Part II Certification</b>
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
<b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.**

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
<b>SOLICITATION NO.:</b>	<b>23-11</b>
<b>SOLICITATION TITLE:</b>	<b>VIRTUAL TEACHING</b>
<b>OPENING/DUE DATE:</b>	<b>January 9, 2023</b>
<b>TIME DUE:</b>	<b>Prior to: 3:00PM</b>
<b>SUBMITTED BY:</b>	_____
	(Name of Company)
<small>e-mail address</small>	<small>Telephone</small>
<b>DELIVER TO:</b>	Hamilton County Board of Education Attn: Purchasing Department 3074 Hickory Valley Road Chattanooga, TN 37421

**\*Notices:**

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Contractor’s license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

**PLEASE PRINT CLEARLY**