



**HAMILTON COUNTY SCHOOLS
PROCUREMENT DEPARTMENT**

REQUEST FOR PROPOSAL

FOR

**RFP # 22-09 Website Redesign and Web Content
Management System**

RFP Issue Date: September 24, 2021

Responses Open: 2:30 PM (Eastern) on October 20, 2021

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I. OVERVIEW OF THE RFP AND THE OPPORTUNITY

A. Statement of Intent

Hamilton County Schools hereinafter referred to as “HCS” is soliciting proposals from Website Design Companies to redesign our current website and provide a content management system. Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to this RFP. The purpose of this request for proposal (RFP) is to define HCS’s minimum requirements and to gain adequate information from which HCS can evaluate your company and your response to HCS’s requirements.

B. Background

The Hamilton County School District is comprised of 576-square miles in southeastern Tennessee with a population of approximately 370,000 residents. Our 76 schools consist of Pre-K through grade twelve with nearly 3,500 full-time teachers responsible for educating nearly 45,000 students.

We are targeting the following visitors to our website:

- Potential families looking to move to the Hamilton County School District
- Families of students in the district
- Community members without students in the district
- Students within the district
- Staff members of the district
- Prospective employees

C. Description of Service Requested

The Hamilton County Department of Education (HCDE) seeks a content management service to provide intuitive functionality for parents, community members, prospective families, students and staff. The district site will require a new architecture, design and themes based on current needs and those identified through a stakeholder engagement process that is part of an overall rebranding endeavor.

HCDE requires a prospective vendor to meet the expectations listed with a streamlined, accessible, intuitive, responsive solution that is extendable to our nearly 80 schools while seamlessly interfacing with the district’s Student Information System - PowerSchool, Emergency Notification system - School Messenger, and the most popular Social Media platforms such as Facebook, Twitter, LinkedIn and Instagram.

D. Vendor Qualifications

HCS is contacting prospective vendors who have an interest in or are known to do business relevant to this Request for Proposal meeting the following requirements:

- Must have at least Ten (10) year’s experience in this business
- Must have sufficient, competent, and skilled staff, with experience in performing/providing the requested services
- Meet Mandatory Requirements as outlined in Section IV.A – IV.C

E. Contract Terms

The successful proposer(s) will be required to enter into a contract with HCS to satisfy the requirements of this RFP. HCS reserves the right to award this contract to a single proposer or to award multiple, separate contracts in the best interest of HCS. The preference of HCS is to award this contract to a single vendor.

It is HCS's intent to enter into a four (4) year contract with the successful proposer(s). Thereafter, HCS may at its option, extend the term of the contract for Three (3) additional one (1) year contract terms under the same terms and conditions.

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 set forth in Sections III - VI and any other applicable parts of this document.

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. Winning bidder must agree to provide renewal rates to HCS one hundred and twenty (120) days prior to any additional contract term.

F. Evaluation and Award of Contract

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.

All proposals will be initially evaluated to determine whether:

- The proposal is complete, in the required format, and in compliance with all the requirements of the RFP.
- Proposers meet the Vendor Qualifications and Mandatory Requirements as outlined in Sections IV.A - IV.C of this RFP.

After the initial review, evaluations will not rely solely on price, but will also consider adherence to specifications, qualifications, service experience, 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.

The following criteria will be used to award the winning bid:

1. Conformance to RFP Requirements. (30%)
2. Overall cost for implementation and ongoing maintenance. (15%)
3. Overall site design and content management features and functionality. (25%)
4. Ease of use for content managers. (15%)
5. Ease of use for end users. (15%)

In order to receive full consideration, each proposal must offer comprehensive and thorough responses to all requests included in this RFP. Please pay particular attention to all instructions provided in Sections III – VI as well as the questions you are required to answer to receive consideration.

II. ANTICIPATED PROCUREMENT SCHEDULE

The following is an anticipated timetable for the procurement process. HCS reserves the right to adjust the schedule, as it deems necessary. In the event significant adjustments are necessary, all affected parties will be notified. All times are for the Eastern Time Zone (ET).

<u>EVENT</u>	<u>DATE</u>	<u>TIME (ET)</u>
A. HCS issues RFP	09/24/2021	2:30 p.m.
B. Deadline for written questions and clarification requests	10/5/2021	2:30 p.m.
C. HCS issues written response to questions	10/12/2021	4:00 p.m.
D. Deadline for submitting proposals	10/20/2021	2:29 p.m.
E. HCS opens proposals	10/20/2021	2:30 p.m.
F. Selected vendors will provide demo's	TBD	TBD
G. Contract Award	12/9/2021	TBD

III. PROPOSAL RESPONSE INSTRUCTIONS

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 proposer must complete and deliver an original and three (3) hard copies of your proposal documents, including pricing. Additionally, a copy of your entire proposal package on CD-RW or a flash drive in a PDF format must be included. *Note: The digital file (i.e., CD, flash drive, etc.) must contain a single PDF file organized in the same order as the proposal binder – the CD-RW must not contain separate PDF files for sections or pages. Large, audited financial statements, however, may be provided in a separate file from the proposal itself on the same CD-RW or flash drive.* If required in the proposal response, any required Excel files must be returned with your bid on a CD in **Excel (not PDF) form** for ease of analysis. In the event of discrepancy between the original proposal documents and the digital copy, the original signed document will take precedence.
- All RFP responses should be provided in three-ring binders with all attachments separated by marked tabs. Insert attachments directly behind the related section, not under separate cover.
- Proposers must respond to every subsection under Section IV. The proposal response must include a point-by-point response to the RFP in the order in which is it requested. Each question and its associated number, from Section IV, should be repeated and referenced in your typed response. Responses should be typed in **bold**, immediately following each question. If no specific information is required from the provider, "Understand and Comply" will be an acceptable response.
- 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.

- The proposal must include a copy of the contract(s) the vendor will submit to HCS to be signed should the contract be awarded to the vendor. Note that any proposed contract will be subject to review and negotiation and will be governed by the requirements of this RFP.
- Failure to follow the specified format to label the responses correctly or to address all of the subsections may, in HCS's sole discretion, result in the rejection of the Proposal.
- This RFP document is provided in both PDF and in MS Word/Excel for ease in providing your response. *Note responses must be received in hard copy in appropriately labeled and sealed envelopes (see Section V.D).*

IV. PROPOSAL RESPONSE REQUIREMENTS

All proposals must include information in the order as specified below. ***If a proposal fails to detail and address each of these required topics, HCS may determine the proposal to be nonresponsive and reject it.*** Use separate tabs for each section indicated below and incorporate question numbers and the actual requirement questions/statement in your response. All RFP submissions should follow the format outlined below.

A. Proposal Transmittal Letter

The Proposer must 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.

1. Proposal Validity: The letter shall state that the proposal remains valid for at least one hundred and twenty (120) 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.*
2. Mandatory Requirements: Include an itemized statement indicating whether or not you meet all mandatory requirements as outlined in Sections IV.B and IV.C below, if awarded.
3. 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.*
4. General Provisions: The letter must state your agreement with each item outlined in the general provisions in Section VI. 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.*
5. Certificate of Compliance: The letter must reference and include the completed and signed Certificate of Compliance (see Appendix A).

6. Authorization to Bind: The letter must reference and include the completed and executed copy of the Authorization to Bind form (see Appendix A), signed by the appropriate individual in your organization.

B. Mandatory Requirements -- Insurance

Prior to execution of the contract, the proposer 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, coverage requirements are subject to change as business needs dictate.* The successful firm 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 proposer 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. *Professional Liability*: \$1,000,000 per occurrence
5. *Errors and Omissions*: \$1,000,000 per occurrence
6. *Network Privacy and Security Liability Insurance* (if applicable for sensitive data) including First-Party coverage and Third-Party Defense and Liability Coverage: \$3,000,000 per occurrence
7. *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) 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.

Provide a valid Certificate of Insurance that is verified and dated within the last six (6) months at the time of proposal submission.

Updated Proof of Insurance must be provided before a contract is executed with the successful proposer 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

C. Mandatory Requirements -- Other

The Proposer must provide written confirmation that they meet the following other specified mandatory requirements, as well as any others designated by the use of the words “shall” or “must” throughout this RFP. This includes all requirements outlined throughout this entire document, not just this section. Please note that the apparent successful proposer may be required to substantiate its claim to meet any/all of these mandatory requirements to HCS’s complete satisfaction before a contract for services is awarded.

1. The successful proposer must have a minimum of ten (10) years experience in the provision of goods and services requested in this RFP.
2. The successful proposer must be knowledgeable in and comply with all federal, state, and local laws and regulations governing this RFP and the services requested herein.
3. Proposer must have experience with Public Education and Government clients.
4. Proposer must have a robust web design and web content management system.
5. Proposers must submit a list of all subcontractors proposed for portions of the work fully describing the extent and nature of the work they will perform. Should the proposer subcontract portions of the work to be performed, the proposer shall retain full responsibility for all work and compliance with all General Provisions.
6. Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by HCS.
 - a. The Contractor shall be directly responsible for any subcontractor’s performance and work quality when used by the Contractor to carry out the scope of the job.
 - b. Contractor must assure subcontractors abide by all terms and conditions under this Contract.
 - c. If subcontractors are to be used, the Contractor must clearly explain their participation at the time of each request.
 - d. 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.
7. Proposers 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.

D. Executive Summary

The proposal must include a brief overview (maximum of 3 to 5 pages) of your proposal, summarizing your capabilities and offering, pointing out any features that differentiate your service offering. This Executive Summary should provide 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.

E. Requirements and Proposal

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 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.

1. **Scope of Work and Requirements**
2. **Proposed Approach**
3. **Reporting Requirements**
4. **Account Management**
5. **Implementation Plan and Schedule**
6. **Customer Service and Support**
7. **Training**

F. Proposer Business Qualifications and 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, 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.

1. Please provide a detailed description of how the services you propose to provide meet the requirements as outlined in this RFP, as well as any other information necessary to fully evaluate your service proposal and your firm's capabilities.

2. Provide the name, title, address, phone number and email address of the contact person that HCS should use for questions and clarifications concerning the proposal.
3. Describe your form of business (i.e. individual, sole proprietor, corporation, non-profit corporation, partnership, limited-liability, etc.) and business location (physical location and state of domicile).
4. The selected firm must have and demonstrate the required years of experience in the business solicited by the RFP as indicated in Section I.D. Provide a general description of your business including information regarding the length of time your firm has been providing such services to clients. Describe your experience and results in delivering this kind of service.
5. Please provide information regarding the number, type, and location of clients for whom you currently provide the specified service.
6. Provide a list and description of any awards, recognition, special training, certifications, licenses, etc. your firm and /or your employees have received in the last five (5) years relative to the services required herein.
7. Provide audited financial statements from the two (2) most recent fiscal years. Note that privately held corporations may substitute a current bank reference and two (2) credit references or positive credit rating from an accredited credit bureau within the last six (6) months as substantiation for financial stability.
8. Describe your firm's organizational structure, including the names and location of all key personnel and services (servicing offices) associated with the services relating to this RFP. Provide a brief description of each person's experience.
9. Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties and services required by this RFP. Follow the personnel roster with the 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.
10. Provider 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.
11. Please include references from three (3) to five (5) current clients who have utilized your services for this type of service for at least two (2) years. The accounts should be of similar size and type of service as requested in this proposal. Contact information should include company name, contact name, contact title, phone number and email address.
12. 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.
13. 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.
14. 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 regarding 13 & 14: 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.

G. Financial Proposal

1. Pricing

Provide a complete description of your pricing proposal in sufficient detail for HCS to fully understand the pricing, the fee structure, and the rationale behind any option proposed.

Include a detailed, itemized price for your proposed, separating the various components as appropriate. Include a detailed line item description including unit pricing where necessary and applicable. Any proposed professional services should also be itemized in detail and priced separately. Any training costs should be detailed separately. Any travel costs associated with implementation and delivery must be detailed in the proposal. If on-going maintenance is priced separately from the system itself, it must be identified, itemized and fully explained. If different pricing options are available based on different timeframes, please include alternative and fully explain.

Prices quoted shall be firm for the initial term of the contract and no cost increases shall be accepted in this initial contract term.

Future pricing adjustments for maintenance and support shall be based on the latest yearly percentage increase in the Consumer Price Index and shall not exceed three percent (3%). Any requested adjustment shall be fully documented and submitted to HCS at least one hundred and twenty (120) days prior to the contract anniversary date.

2. Terms

Provide a description on the schedule of payment you propose relative to the services described herein. Payment terms must be clearly stated in your proposal response. Payment terms should be structured using an annual payment schedule. The schedule should start with contract signing, following a logical progression of project delivery and installation. Please note that no payments will be made for any aspect of the project until HCS is satisfied the terms of the schedule have been met and the project is signed off on.

V. RFP PROCEDURES AND GUIDELINES

A. RFP Number

HCS has assigned the following identification number and title to this document. This number and title should be referenced in all communications regarding the RFP:

RFP # 22-09: Website Redesign and Web Content Management System

B. Point of Contact

This RFP is issued by the Procurement Department of Hamilton County Schools. The primary point of contact for this RFP shall be:

Denise Ellison, Purchasing Agent
Hamilton County Schools Procurement Department

Phone: (423) 498-7030
Email: DOE_PURCHASING@HCDE.ORG

Important Note: Failure to restrict contact/discussion regarding this RFP to the above-named RFP Coordinator or the Director of Procurement prior to the proposal opening will be deemed a serious breach of process and, at HCS's sole discretion, may result in disqualifying the violating party's firm from further consideration.

C. Interpretation and Clarification

Proposers should carefully review this RFP and any attachments for comments, questions, or any other matter requiring clarification or correction. No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the RFP document prior to the opening date. Requests for interpretation or clarification shall be made in writing (fax or e-mail will be acceptable) and delivered to the RFP Coordinator as specified in Section II – Anticipated Procurement Schedule. As indicated in Section II, HCS will respond in writing to all clarification requests. Any addenda will become a part of these RFP requirements. All parties who have obtained a copy of the RFP document will be on the distribution list for any such written responses and/or addenda issued by HCS.

Any information provided by HCS or any vendor prior to the release of this RFP, verbally or in writing, is considered preliminary and is not binding on HCS or the vendor.

Vendors must not make available nor discuss any cost information contained in the proposal to or with any employee of HCS from the date of issuance of this RFP until the contract award has been announced, unless allowed by the issuing office for the purpose of clarification or evaluation.

D. Submission of Proposals

The proposer must complete and deliver the required number of response documents (hard copy and digital) in a sealed envelope before the time specified in Section II above to the Hamilton County Schools Procurement Department at the address specified below. In the event of discrepancy between the original hard copy response document and the digital copy, the original, signed document will take precedence.

Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FedEx, UPS, etc.) HCS mail system, any other Department, or by any electronic means if accepted other than Procurement does not constitute receipt of a bid by the Procurement Department. All proposals must be received in the Procurement Department by the specified deadline.

DELIVERY ADDRESS FOR ALL PROPOSALS:

Denise Ellison, Purchasing Agent
RFP # 22-09: Website Redesign and Web Content Management System

from {insert your company name here}
Hamilton County Schools Procurement Department
3074 Hickory Valley Rd
Chattanooga, TN 37421

The proposer shall clearly label its sealed response envelope as specified above. If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

It is the sole responsibility of the proposer to ensure that its response is delivered on or before the date, prior to the specified bid opening time, and at the place indicated by this document. All proposals must be "time-stamped" as received prior to the specified opening time. Any proposal submitted at or after the moment designated for the opening will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Schools Procurement Department. No other clock or timepiece will have any bearing on the time of proposal receipt.

Be aware that Requests for Proposals are not opened and read publicly.

VI. GENERAL PROVISIONS

The following general provisions shall govern the procurement process for HCS as well as any contract that may result from this procurement process.

A. Proposal Amendment and Rules for Withdrawal

A proposal may be withdrawn prior to the response due date by submitting a written request for its withdrawal to HCS, signed by the submitter and delivered to HCS Director of Procurement. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it then fully conforms to the RFP requirements.

HCS shall not accept any amendments, revisions, or alterations to proposals *after the deadline for proposal submittal* unless HCS requests such in writing.

B. Duty to Inquire

By submitting a proposal, the Proposer represents that it has read and understands the Solicitation and that its proposal is made in compliance with the Solicitation. Proposers are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Proposer's risk. Proposer assumes responsibility for any patent ambiguity in the Solicitation that it does not bring to HCS's attention, in writing, immediately upon receipt of the Solicitation.

C. Exceptions

If the Proposer cannot accept HCS's requirements then they shall raise their exceptions in writing to the Procurement Official, as specified in Interpretation and Clarifications provision above, and the Procurement Official will attempt to address them in the form of an addendum to the RFP. If the Proposer's concerns are not adequately addressed by the Procurement Official, Proposers shall include any unresolved exceptions in their proposal response. Proposers are cautioned that if HCS is unable to accept the exceptions, as stated, the Proposal may be subject to rejection.

D. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of HCS and Proposers shall then be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

E. No Liability for Costs

HCS is not responsible for costs or damages incurred by Bidders, Proposers, Teams, Team Members, subcontractors, or other interested parties in connection with the solicitation process, including but not limited to costs associated with preparing responses, qualifications, and proposals and of participating in any conferences, oral presentations, or negotiations.

F. Proposal Errors and Incorrect Information

Proposers are liable for all errors or omissions contained in their proposal. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

If HCS determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal may, at HCS's sole discretion, be determined non-responsive and be rejected.

G. Acceptance of Submissions

All properly submitted proposals shall be accepted for evaluation. However, HCS reserves the right, in its sole discretion, to wave any informality, request clarifications or corrections to proposals, reject any or all proposals received, cancel or withdraw this RFP, according to the best interests of HCS.

Where HCS may waive variances, such waiver shall not modify other RFP requirements or excuse the proposer from full compliance with the remainder of RFP specifications and other contract requirements if the proposer is awarded a contract.

H. Mandatory Requirements

Mandated requirements, if indicated, are those required by law or such that they cannot be waived and are not subject to negotiation. In addition to any sections of the document specifying Mandatory Requirements, any use of the terms "shall" or "must" throughout the document also indicates that items are mandatory. Proposals deemed to be non-responsive to these or other requirements may be disqualified at the sole discretion of HCS.

I. Proposal of Alternate and/or Additional Services

In order to receive consideration, Proposers must respond to the specific requirements as stated in this RFP. Proposals that solely offer something different from that requested by the RFP shall be considered non-responsive and rejected.

While Proposers may submit an offer of services in addition to those required by and described in this RFP, evaluation will be done on the requirements specified by HCS. Any additional services may be negotiated and added to the contract before contract signing at the sole discretion of HCS.

J. Discussions and the Right to Negotiate

After proposals are opened, discussions may be conducted with the service providers which have submitted proposals determined to be reasonably likely of being considered for selection, to assure a full understanding of, and responsiveness to, the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion of their respective proposals.

HCS reserves the right to further negotiate, after proposals are opened, with the apparent best-evaluated proposer(s), if such is deemed necessary in the discretion of HCS. This includes, but is not limited to, the right to schedule face-to-face meetings with any and all respondents, both to confirm

qualifications and to be introduced to the facilities and personnel that will service HCS's account if you are the proposer chosen. HCS also reserves the right to request clarification of information submitted from one or more proposers. Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and/or site visits have been completed.

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.

K. 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.

L. Right of Rejection

Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations.

Proposers may not restrict the rights of HCS or otherwise qualify their proposals. If a Proposer does so, HCS may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

M. Disclosure of Proposal Content

All proposals and other materials accepted in response to this RFP become the property of HCS. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of proposals and the submission of a recommendation to HCS Superintendent and/or Board of Education shall the proposals and associated materials be open for review.

Be aware that materials submitted by respondents are subject to public inspection under the Tennessee Open Records Act unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded. By submitting a proposal, the proposer acknowledges and accepts that the full contents of the proposal and any associated documents shall become open to inspection.

N. Independent Price Determination

A proposal shall be disqualified and rejected by HCS if the pricing data in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any competitor.

Should any such prohibited action stated above or in any other section of this document be detected any time during the term of the negotiation and / or contract, such action shall be considered a material breach and grounds for disqualification or contract termination.

O. Iran Divestment Act

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

P. TN Department of Revenue Requirements

Before the Contract resulting from this RFP 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.

Q. Other Terms and Conditions

- i. Under no circumstances will proposals be accepted if submitted by fax or e-mail.
- ii. All addenda must be acknowledged in writing in the proposal submitted by the submitter.
- iii. No sales, use or federal excise taxes should be included in your pricing.
- iv. The Proposer agrees to provide HCS with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this vendor for HCS to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the vendor from further consideration. Such additional information may include evidence of financial ability to perform.
- v. 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.

R. Contract for Services

The following general provisions, as well as any others specifically developed and agreed to by the affected parties in subsequent procurement steps, may apply to any contract resulting from this procurement process.

i. 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.

ii. 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.

iii. 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 RFP, the Grant Agreement Terms and Conditions shall prevail.

iv. Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract. No payments shall be made to a Contractor until the contract is established as required by state laws and regulations. Further, HCS shall not be liable for work performed, services rendered or materials purchased and/or provided before the contract is established as required by applicable state laws and the Procurement Rules of HCS.

v. Hold Harmless

The Proposer shall indemnify, hold harmless and pay all costs of defense and damages for HCS, its agents and employees, against any and all liability damage, loss, claims, including Civil Rights Claims, and expenses which may accrue and be sustained by or threatened against HCS or its Board, agents and employees on account of any claim, suit or action made or brought against HCS, its agents, Board, or employees for the death of or injury to any person or property, and/or for damages to any and all persons or property arising in whole or in part from any and all acts or omissions, whether negligent or otherwise, of the Contractor, the officers, agents, employees, authorized persons of Contractor and those on the premises with Contractor's permission or for whose acts HCS may be liable.

It is hereby agreed by HCS and Vendor and subcontractors that this provision is intended to and does indemnify and hold harmless HCS against any liability caused by or resulting from the acts of the Vendor and subcontractors, its employees, officers, students or anyone for whose acts the Vendor may be liable.

vi. 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 three (3) 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.

vii. Assignment and Subcontracting

Subcontracting will not be allowed for any services in this RFP without prior written authorization by HCS. Proposals are to be submitted with any subcontracted work clearly identified. HCS reserves the right to approve each subcontracting party both before and after award of the contract. HCS will consider the qualifications of all subcontractors in the evaluation of any proposal. HCS reserves the right to reject any subcontractor proposed for work on this project. The Proposer must agree to replace a subcontractor at any time during the terms of the contract at the sole discretion of HCS. Proposers are solely responsible for the work of any subcontractors and for their adherence to the terms and conditions of the contract. Proposers shall include each of its subcontractors as insured

under the policies of insurance required herein or insure that their subcontractors meet the minimum requirements for insurance specified herein.

Neither the service provider nor HCS may assign any resulting contract without the prior written consent of the other party.

viii. Right to Refuse Personnel

HCS reserves the right to refuse, in its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors at any point throughout the contract.

ix. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin or any other classification protected by federal, Tennessee state constitution, or statutory law. The Contractor pursuant to the RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

x. Payment Terms – Card Acceptance

Awarded contractors should have the capability of accepting HCS's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from HCS by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred, but is not the exclusive method of payment.

xi. Contract Open to Other TN Agencies

Any resulting contract shall be open to other Tennessee governmental agencies (including school districts) as a "piggyback contract" based on mutual agreement of the governmental agency and the Proposer. Other agencies, under separate agreement, are allowed to purchase the same items, at the same terms and conditions as this bid, during the period of time that this contract is in effect. Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the district or agency placing the order.

xii. Disadvantaged Business Program

HCS is committed to ensuring full and equitable participation for all disadvantaged businesses. HCS welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to HCS. In addition, HCS strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

xiii. Code Of Ethics

HCS, through its Procurement Rules, has adopted the National Institute of Government Procurement (NIGP) as well as the HCS Board of Education Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.

xiv. 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.

xv. 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.

xvi. Termination

- a) 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. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.
- b) Termination for Convenience: This contract may be terminated for convenience by either party by giving written notice to the other, at least ninety (90) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract. Upon such termination, neither HCS nor the Contractor shall have a right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- c) 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. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th of the last fiscal year for which funds were appropriated. HCS shall notify the Contractor.

xvii. Cooperation with Other Service Providers

If HCS undertakes or awards other contracts for additional related work, the Service Provider shall fully cooperate with such other Service Providers and HCS employees, and carefully fit its own work to such additional work as may be directed by HCS. The Service Provider shall not commit or permit any act which will interfere with the performance of work by any other Service Provider or County employees.

xviii. 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.

[End of Section]

Appendix A: Certificate of Compliance, Authorization to Bind, and Etc.

Note: Signatures by personnel authorized to bind your company are required on each of the aforementioned documents; both must be submitted with the proposal submission.

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/proposal 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 Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
7. the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax;
8. HCS's Disadvantaged Business Enterprise guidelines;
9. The Drug Free Workplace statement;
10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
11. the condition that the submitted proposal/bid was independently arrived at, without collusion, under penalty of perjury; and
12. the condition that no amount shall be paid directly or indirectly to an employee or official of HCS 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 RFP.

Company Name: _____

Authorized Signature: _____

Date: _____

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

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This non-collusion affidavit is material to any contract awarded pursuant to this bid.

1. 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.
2. 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.
3. 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.
4. 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.
5. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Non-Collusion Affidavit

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
(Name of my Firm)

the 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 proposal 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.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Company Name

Drug-Free Workplace Affidavit Requirements

- (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 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.
- (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.

**AFFIDAVIT OF COMPLIANCE
WITH DRUG-FREE WORKPLACE REQUIREMENTS
OF TENNESSEE CODE ANNOTATED, § 50-9-113**

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: _____

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

Date

Appendix B: Scope of Work and Proposal

APPENDIX B

The Website Designer and Content Manager will meet the following specifications:

- **HOSTING/SOLUTION REQUIREMENTS:**
 - Ongoing, in-person and remote live training.
 - Provided training library and help documentation.
 - Secure hosting for district and all schools.
 - Secure private and public portals for district and all schools. We have not had a lot of buy-in by our teachers as they prefer to use other classroom management systems to communicate with families. They didn't have these options three years ago.
 - Open database architecture for ease of integration with other central office and school applications. We do not have this now. I cannot see as it's necessary either.
 - Manual archival system. Automatic, date-driven archival system.
 - Built-in accessibility checking, mechanisms for proper tagging and validation.
 - Proven uptime and reliability.
 - Verifiable backup system with redundancy.
 - Standard site usage reporting with statistics.
 - All applicable content should be migrated from our current site.

- **FUNCTIONALITY:**
 - Total integration between district and schools.
 - Private option for some pages (requires secure login). (HTTPS://)
 - Clear and intuitive navigation.
 - Single file repository for all pages, no partitioned storage.
 - File repository user and group level permissions. Files should be scanned for viruses on upload.
 - Integrated and powerful search engine. Effective search function that returns relevant results.
 - Latest code should be in use.
 - Supports all major browsers including IE9 and up, Firefox, Safari, Chrome and Edge.
 - Extremely responsive mobile browser version/layout. Using responsive design technologies such as Twitter Bootstrap to ensure a mobile-first website.
 - Include contact forms, routed to correct staff member or group.
 - Include a robust, built-in news/blog platform. This must enable users to create, edit and publish news articles and/or blogs to the website.
 - Include aggregation of external stories. District news feeds should be able to be "pushed" to school web sites and pulled from them. The public should have the ability to send news stories to the district communications department. District news should also be archived but easily found through search engine
 - Generate and distribute RSS feeds and consume them as well.
 - Native Mobile App for Families
 - Translation to many languages, including Arabic, Japanese, Mandarin, Russian, German, Spanish etc.
 - Ability to embed a podcast into the website

- **CONTENT EDITING:**
 - Page management is presented in a quickly accessible, easy to use, responsive way.

- Unlimited users and multi-level groups with permission-based logins.
- Users must be synced in real-time via LDAP from our environment and permissions/access granted based on their group membership. ☑ Single-sign on.
- Tables, graphics, charts, etc. can be entered easily by the user.
- Content can be previewed before final publication to the site.
- Support for all major file types including Word documents, Excel spreadsheets, PowerPoint presentations, image files, and Adobe files.
- (Please specify any file types not supported by your service.)
- Users are not required to define a template for every piece of content.
- Knowledge of HTML should not be required for any tasks.
- Ability of user to name (alias) the URL rather than the site path.
- Web pages can be copied and/or moved from one part of the site structure to another.
- Include the ability to alter title tags, meta tags, alt tags, and headers. The site must be built to be easily crawled by search engines. Built-in SEO functionality.
- Video hosting, streaming, embedding, and archiving.

- **PERSONNEL DIRECTORY:**
 - Delivered with all current employees
 - Sortable by building, position, department, etc.
 - Data synced from Active Directory.
 - Directory clearly linked with individual building pages.
 - Portrait uploads and default placeholder where there are none.

- **CALENDAR:**
 - Robust and easy to use/update calendar.
 - Integrated comprehensive public / private / central office divisions – departments / principals / schools, approval-based calendar. Ability to share Outlook or Google based calendars.
 - Select/deselect calendars for all buildings from one calendar when viewing.

- **ACCESSIBILITY:**
 - Section 508 of the Rehabilitation Act of 1973
 - Benchmarks for accessibility: W3C's WCAG 2.0 Level AA and the WAI-ARIA 1.0 techniques for web content.
 - All pages must meet accessibility benchmarks.
 - Written plan/description for ensuring new content will meet benchmarks.
 - Tools to ensure all new content will meet benchmarks.
 - Ongoing scanning/monitoring/reporting on accessibility compliance of site.

- **OPTIONAL / PREFERRED**
 - Include 24/7 support at no extra cost.
 - Includes a mass notification system that integrates with CMS

General Information		Answer
1	Business Name:	
2	Address:	
3	Company Representative:	
4	What types of Content Management products and Web Hosting services do you provide?	
5	Describe your organization's experience working with pre K-12 public school systems.	
6	Describe your ability to deliver a site that provides a personalized experience for various stakeholder groups.	
7	Describe your experience building flexible websites that can be easily modified by non-technical users.	

8	Provide an explanation of your proposed development platform.	
9	Outline your website design & development strategy.	
10	What is the timeframe for completion of the project? Time frames will be part of the contractual agreement; therefore, a realistic time frame for completion is requested.	
11	Do you provide ongoing training without additional cost?	
12	Do you include live 24/7 support? Response Time?	

13	Is there a mobile app. for the district web site and additional schools?	
14	List any State or Cooperative contracts awarded to your company for this product	
15	Describe your organizational capacity to take on this project.	
16	Describe the team members that will be assigned to this project and each person's role.	
17	List of pre-K-12 systems currently using your services.	
18	Describe the like-sized school districts (35,000 – 45,000 students) you have worked with previously.	

1. Pricing:

Item Description	Price
Implementation Cost	
Annual Support Cost	
Year 1-	
Year 2-	
Year 3-	
Year 4-	
Additional 3 yr. extend-(Annual Rate)	

Attach an itemized list with all charges, including maintenance/service agreements, travel costs, and training costs.

Company Name _____

Appendix C: ADDENDUM TO AGREEMENT

**APPENDIX C
ADDENDUM TO AGREEMENT**

RFP Bid File 22-09

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as “Department” and _____ Company (Company) dated _____.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. 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.
2. 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 our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent
Hamilton County Department of Education

Authorized Representative

Company

Date

Date

Appendix D: Vendor Information Form and W-9



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 as): _____

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: _____



HAMILTON COUNTY DEPARTMENT OF EDUCATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS

COMPANY NAME _____

Federal Identification Number or Social Security Number (under which you are doing business with HCDE) _____

I (We) hereby authorize the HAMILTON COUNTY DEPARTMENT OF EDUCATION, hereafter called HCDE, to initiate credit entries to my (our) (select type of account) _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until HCDE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford HCDE a reasonable opportunity to act on it.

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and accountnumber.

Bank Official contacted: _____ Phone _____

DEPOSITORY/BANK NAME _____ BRANCH _____

ADDRESS _____ CITY _____ STATE _____

ACCOUNT NAME _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____
NAME(S) _____

(Please print names & email addresses of authorized account signatory)

NAME _____ POSITION _____

SIGNED _____ DATE _____

Phone _____

E-mail address contact _____

NAME _____ POSITION _____

SIGNED _____ DATE _____

Phone _____

E-mail address contact _____



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> <p>___ Asian Pacific ___ Black American ___ Hispanic ___ Native American ___ Women</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

<p>Business Classifications: Check all which apply and attach certification where available.</p>
<p>005 (C018)-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.</p>
<p>006- Disabled Business Enterprise -A business that is at least 51 % owned and controlled by a handicapped or service disabled individual</p>
<p>007 (C-023)- 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 101(16).</p>
<p>008 - 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.</p>
<p>009 (C-020) - Historically Underutilized Business Zone - US HUB Zone Empowerment Program provides federal contracting opportunities for qualified small businesses located in distressed areas.</p>
<p>010 (C-021) - 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.</p>
<p>011 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.</p>
<p>012- 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.</p>
<p>013 (C-022) -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).</p>
<p>179 - Service Disabled Veteran Owned</p>
<p>Ethnicity Business Classifications: Minority Business -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</p>
<p>1 (C-015) - African American - Having origins in any of the black racial groups of Africa.</p>
<p>2 (C-016) - Hispanic - Having Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.</p>
<p>3 (C-017) - Native American - Includes persons who are American Indian, Eskimo, Aleut or Native Hawaiian.</p>
<p>4 (C-014) - 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.</p>

