

Invitation to Bid  
eBOOK CONTENT PLATFORM

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for eBOOK CONTENT PLATFORM until 9:00 a.m. CDT Tuesday, July 1, 2014. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please call Kathy Pryor, Federal Programs – Title I at (615) 451-6353. All proposals are subject to the Board of Education’s conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at [www.sumnerschools.org](http://www.sumnerschools.org).

# **PROPOSAL REQUEST**

**eBOOK CONTENT PLATFORM**

**&**

**eBOOK CONTENT**



**SUMNER COUNTY BOARD OF EDUCATION**

**SUMNER COUNTY, TENNESSEE**

**DEADLINE: TUESDAY, JULY 1, 2014 @ 9:00 A.M.**

## **INTRODUCTION**

The Sumner County Board of Education, herein known as the “School System”, is requesting a proposal for eBook Content Platform & eBook Content. In addition, all other Sumner County Government Departments and Agencies may also purchase from any submitted proposal.

## **GENERAL INFORMATION**

### **I. Proposal Package**

All sealed proposal packages must include all the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Properly completed Internal Revenue Service Form W-9
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters

### **New Vendors**

To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the School System. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a Form W-9 is required. If Form W-9 is required for a new vendor, the department head shall forward a completed Form W-9 to the finance department. It can be obtained from the Internal Revenue Service’s website ([www.irs.gov](http://www.irs.gov)).

To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any two (2) of the following documents:

- Valid Tennessee Driver License or photo ID issued by the Department of Safety

- Valid out-of-state Driver License
- U.S. Birth Certificate
- Valid U.S. Passport
- U.S. Certificate of Birth Abroad
- Report of Birth Abroad of a U.S. Citizen
- Certificate of Citizenship
- Certificate of Naturalization
- U.S. Citizen Identification Card
- Valid Alien Registration Documentation or Proof of Current Immigration Registration

In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

## **II. Responses**

- Proposal must include point-by-point responses to the RFP
- Proposal must include a list of any exceptions to the requirements
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed
- Any and All proposal requirements must be met prior to submission
- The bidder understands and accepts the non-appropriation of funds provision of School System
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company

## **III. Clarification and Interpretation of RFP**

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that the School System considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the School System, via email at [vicky.currey@sumnerschools.org](mailto:vicky.currey@sumnerschools.org) of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal's "deadline".

#### **IV. Proposal Guarantee**

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

#### **V. Related Costs**

School System is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

#### **VI. Insurance Requirements and Liability.**

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on School System properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

## **VII. Payment Terms**

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System's approval of conformance with specifications. The School Systems accepts "Net 30" terms.

## **VIII. Deadline**

Sealed proposals will be accepted until TUESDAY, JULY 1, 2014 @ 9:00 a.m. Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

## **IX. Withdrawal or Modification of Proposal**

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

## **X. Package**

The package containing the proposal must be sealed and clearly marked "**eBook Content Platform & eBook Content**" on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education

Attn: Purchasing Supervisor

1500 Airport Road

## **XI. Right to Seek a New Proposal**

**School System reserves the right to accept or reject any and all proposals for any reason.** Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of the School System.

## **XII. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the responses to this RFP and making awards, the School System may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of a proposal price.

- Proposals will be examined for compliance with all requirements set forth herein
- Proposals that do not comply shall be rejected without further evaluation
- Proposals will be subjected to a technical analysis and evaluation
- Oral presentations and written questions for further clarifications may be required of some or all vendors

## **XIII. Discussions**

Discussions may be conducted with the vendors 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 and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

## **XIV. Open Records**



After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at [www.sumnerschools.org](http://www.sumnerschools.org) under “Invitation to Bid” link.

#### **XV. Assignment**

Neither the vendor nor the School System may assign this agreement with prior written consent of the other party.

#### **XVI. Liabilities**

The vendor shall indemnify the School System against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

The School System has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

#### **XVII. Tax Status**

School System is tax exempt.

## **XVIII. Invoicing**

Invoices are to be submitted to:

Sumner County Board of Education

1500 Airport Road

Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

## **XIX. Contract Nullification**

The School System may, at any time, nullify the agreement if, in the judgment of School System, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between the School System and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by School System.

## **XX. Applicable Law**

The School System is an equal opportunity employer. The School System does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules or regulations, the provider will indemnify and hold the School System harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the State of Tennessee.

The School System does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

## XXI. Specific Information

The purpose of this RFP is to gather proposals for Sumner County School's Libraries to determine which services are practical and subsequently contract for the most cost effective and most comprehensive service for all libraries in the school district.

The vendor shall provide a solution for eBook borrowing to users of the Sumner County School Libraries via a single user-friendly discovery platform offering a broad selection of fiction and non-fiction titles.

A district management platform must be included in the proposal. The system must allow content administration from the district level to the school level. Please describe this component and the integration with the school libraries. The content will be managed and distributed from the district level to schools:

25 Elementary Schools (K-5)

1 Magnet School: Library 1 (K-5); Library 2 (6-12)

11 Middle Schools (6-8)

1 Alternative School (K-12)

8 High Schools (9-12)

The Vendor shall:

- Itemize the price offered and what it includes (e.g. platform, content, hosting, administrative or subscription fees etc.)
- Current average price of eBooks – (range pricing is acceptable) 80% Non-fiction and 20% fiction – at all grade levels (K-5, 6-8, 9-12).
- Indicate what happens to the content upon the end of subscription of service.
- Indicate in the price proposal what discounts are being offered to the school district.
- Include information on possible options for SCS to purchase additional content or services.
- Provide information on any added fees for training costs.
- Provide any information on any fees associated with end user documentation, including potential discounts based on volumes of copies purchased.
- Describe district level distribution and management of eBooks to the school level.
- Provide information on any added fees associated with MARC records or other metadata records.
- Describe reports available with eBook platform (district and school level).
- Describe searching and annotation features available for eBooks.
- Indicate any external installations required for the efficient use of the eBook platform (Java, Flash, etc.)
- Describe student and teacher accounts required for use of eBook platform.

- Outline pricing for service upgrades, enhancements, simultaneous users that may benefit libraries involved in this project or those brought in on a rolling basis.
- Describe on-going training available as libraries are brought in on an on-going basis.
- Describe record keeping process required for eBooks.
- Describe the platform/device needed for eBooks (also will multiple devices per user be allowed).
- Please detail any recurring charges that may affect this purchase for future school years.
- Rates quoted must remain firm for 90 days. Schools may purchase subsequent eBooks through this quote for the SY 2014-15.

**VENDOR INFORMATION FORM**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

The respondent has read the Request for Proposal.

Name/Title of Authorized Representative:

\_\_\_\_\_  
(Please Type or Print)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

**CONTACT FOR RFP COMMUNICATIONS**

All respondents to this RFP shall designate a single contact for receipt of any subsequent information or requests for information regarding this RFP and/or your response.

Contact Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

## **ATTACHMENT 1**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it:
  - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

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Name of Participant Agency

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Name and Title of Authorized Representative

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Signature of Authorized Representative

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Date

\_\_\_\_\_ I am unable to certify to the above statement. Attached is my explanation.



**ATTACHMENT 2**

**CERTIFICATION BY CONTRACTOR**

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

\_\_\_\_\_ Title

\_\_\_\_\_ Name

\_\_\_\_\_ Date

\_\_\_\_\_ Witness

## NOTICE TO RESPONDENTS

Responses to an Invitation to Bid will be received by the Purchasing Supervisor in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **9:00 A.M. Local Time TUESDAY, JULY 1, 2014** for **eBOOK CONTENT PLATFORM**, at which time the responses will be opened, taken under advisement and evaluated. **BIDS WILL BE POSTED ON [www.sumnerschools.org](http://www.sumnerschools.org)**

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## GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.
2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education may allow the respondent to withdraw the entire response.
4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.
5. Payment will not be made until the said **eBOOK CONTENT PLATFORM** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:  
**RESPONSE: eBOOK CONTENT PLATFORM**  
**DEADLINE: 9:00 A.M., TUESDAY, JULY 1, 2014**
7. Facsimile responses will not be considered.
8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer

for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.

9. Prices quoted on the response (if any) are to be considered firm and binding until the said **eBOOK CONTENT PLATFORM** are in the possession of the Sumner County Board of Education.
10. No purchase or contract is authorized or valid until the issuance of a Board Purchase Order in accordance with Board Policy. No Board Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.
11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor, Vicky Currey (615) 451-6560.
12. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
13. The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by State of Tennessee Code Annotated 12-4-201.
14. If the project cost in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.