REQUEST FOR PROPOSAL (RFP)

NUMBER: 20171114-BOE

SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.

RFP Title: Virtual School & Credit Recovery Curriculum and Digital Assessment Tool

Purchasing Staff Contact:

Chris Harrison
Purchasing Supervisor
615-451-6560
chris.harrison@sumnerschools.org

Janice Wright
Purchasing Coordinator
615-451-6569
janice.wright@sumnerschools.org

Release Date: October 30, 2017

Proposal Due Date: November 14, 2017 @ 10:00 a.m.

Any altercations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, purchasing@sumnerschools.org. SCS will send amendments only to those proposers which complete and return this information by the deadline list in the RFP Schedule of Events (Section 4).

RFP Number: **20171114-BOE Virtual School & Credit Recovery Curriculum and Digital Assessment Tool**

Company Name: _____

Mailing Address: _____

_____

_____

Phone Number: _____

Contact Person: _____

Email Address: _____

Authorized Signature _____

Printed Name _____

Date _____

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to the Sumner County Board of Education.

Amendments will also be posted on the SCS website **https://sumnerschools.org/index.php/current-bids-and-rfps** and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for **20171114-BOE Virtual School & Credit Recovery Curriculum and Digital Assessment Tool.**

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education, hereinafter known as "SCS", is requesting sealed proposals for the acquisition and implementation of a Virtual School & Credit Recovery Curriculum and Platform, and a Digital Assessment Tool. The purpose of this RFP is to define SCS's minimum requirements and gain adequate information from which SCS may evaluate the services which each Proposer offers.

1.2. Contact Information

Unauthorized contact regarding this RFP with employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the Purchasing Supervisor, who is SCSs only official point of contact for this RFP. Only SCS's official, written responses and communications shall be considered binding with regard to this RFP.

Questions Related to Bid Process:

Chris Harrison
Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066
(615) 451-6560
chris.harrison@sumnerschools.org

System Design and Functionality:

Pamela Harrison
Principal/Instructional Coordinator
pamela.harrison@sumnerschools.org

1.3. Background

The Sumner County Board of Education, hereinafter "SCS", is located north of Nashville, stretching from Davidson County's northern border to the Kentucky state line. Sumner County covers 530 square miles, including all or part of eight cities. SCS consists of forty-five (45) schools and maintains a student population of 28,000+ students and 4,000 employees. SCS is consistently ranked as one of the top academic school districts in the state, and our students and staff are recognized for their classroom and extracurricular achievements at both the state and national levels.

2. Requirements

2.1. Contract Term

SCS intends to enter into a contract with an expected effective period beginning July 1, 2018 and ending on June 30, 2021. SCS reserves the right to extend the contract for an additional two, one-year periods subject to approval by SCS. SCS reserves the right to cancel services at the end of any school year (June 30th) if sufficient funding for its continuance is not appropriated.

If the vendor fails to perform its obligations under this contract in a timely or proper manner, or if the vendor violates any term of this contract, SCS shall have the right to immediately terminate the contract and withhold payments in excess of fair compensation for completed services; provided, however, SCS shall have the option to give the vendor written notice and a specified period of time in which to cure. Notwithstanding the above, the vendor shall not be relieved of liability to SCS for damages sustained by virtue of any breach of this contract by the vendor.

2.2. Technical Proposal

Proposers will submit a separate Technical Proposal for each Platform. Proposers that do not offer both Platforms will submit a response for the Platform available to the Proposer.

The RFP details specific requirements for making a Technical Proposal in response to the RFP. This includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: NO PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. INCLUSION OF COST PROPOSAL AMOUNTS, OPTIONAL OR REQUIRED, IN THE TECHNICAL PROPOSAL WILL MAKE THE PROPOSAL NON-RESPONSIVE, AND SCS SHALL REJECT IT. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED "FREE" OR "AT NO ADDITONAL COST", ETC.

Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal.

Each Proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" paper (although foldouts containing charts, spreadsheets and oversize exhibits are permissible). All proposal pages must be numbered.

All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

SCS may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

SCS may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all the requirements detailed in the Technical Proposal and Evaluation Guide.

2.3. Cost Proposal

The Cost Proposal must be recorded on an exact duplicate of the attached form. The proposed cost shall incorporate all costs for services under the contract for the total contract period.

If a Proposer fails to submit a Cost Proposal as required, SCS shall determine the proposal to be non-responsive and reject it. Proposers must submit a separate Cost Proposal for each Platform. Proposers that do not offer both Platforms will submit a response for the Platform available to the Proposer.

2.4. Project Narrative

A. PLATFORM 1: Virtual & Credit Recovery Curriculum and Platform

1. Curriculum
    - TN Academic Standards alignment
    - Core and Career and Technical Electives
    - Customizable courses
    - Engaging content
    - Prescriptive learning plans
    - Download and upload activities
    - Customizable pacing
    - Syllabus
    - Variety of Learning Modalities
        - Activities
        - Discussion
        - Videos
        - Practice
        - Projects
        - Text
        - Teacher-made content

2. Assessment
    - Quality Questions
    - Item types match TN Ready
    - Various DOK
    - TN Standards aligned questions
    - Pre-test
    - Benchmarking with custom creation
    - Adaptive based on customized content

3. Reports
    - Grades based on actual performance and on pacing for the course for student, parent, teacher and admin
    - Monitor log in time and time on task for student, parent, teacher and admin

4. Administrative Portal
    - Clever© integration
    - Student information system (Chalkable©) integration
    - HTML5 compliance
    - Sophisticated search options (student/teacher/classes/courses)
    - Assessment retakes (ease of use)
    - Access control down to student level (which hours individual students may work on a particular course)
    - District oversite capabilities
    - Multi-level accounts (teacher, admin, district)
    - Password resets
    - Customizable courses
    - Real-time tech support
5. Student Portal
    - Ease of navigation
    - Engaging
    - Accessibility features similar to TN Ready
    - Integrated resources that mimic TN Ready. Example: Highlighting, ruler, graphing calculator, etc.
    - Communication between student and teacher

6. Parent Portal
    - Communication between student, parent, teacher and admin
    - Detailed report of completed and missing work
    - Auto notification to parents

B. PLATFORM 2: Digital Assessment Tool

1. Multi-level Assessments
    - Classroom
    - Grade/Subject
    - School
    - District

2. Question Bank
    - Quality Questions
    - Item types match TN Ready
    - Various DOK
    - TN standards aligned questions
    - Other test bank and/or teach-made item integration
    - Sophisticated search options

3. Reports
    - Item Analysis
    - Standards Alignment
    - Growth Calculations
    - Multi-level reporting
        - Classroom
        - Grade/Subject
        - School
        - District
    - Digital data wall that integrates third party data such as State testing data, RTI tech, ACT, attendance, etc.

4. Administrative Portal
    - Clever integration
    - Student information system (Chalkable) integration
    - HTML 5 compliance
    - Sophisticated search options (student/teacher)
    - Blocking/locking of questions identified for district pushed assessments
    - Assessment resets
    - District oversite capabilities
    - Printed assessments that can be scanned and scored

5. Student Portal
    - Review of assessment prior to submission
    - Ease of navigation
    - Accessibility features similar to TN Ready
    - Integrated resources that mimic TN Ready. Example: Highlighting, ruler, graphing calculator, etc.

2.5. Implementation & Training (Platform 1 & 2)
- Briefly describe the implementation process.
- Describe the available implementation training. The training must occur on-site at SCS.

2.6. Ongoing Support Functions (Platform 1 & 2)
- Describe how ongoing product support will be provided for troubleshooting and upgrades (Chat/Telephone/Email).
- Describe available professional learning materials and training available for product upgrades.

2.7. Other Products and Services (Platform 1 & 2)
- The Proposer is encouraged to submit documentation for any other products and services offered in relation to the items listed in the RFP. Any additional products and services must be detailed in a separate tab. Any information submitted <u>will not</u> be utilized as part of the evaluation and award.

2.8. Information Technology (Platform 1 & 2)

- Indicate compatibility with current platform Operation Systems such as Linux, Microsoft Windows, and MacOS.
- Indicate ability to Import/Export to Microsoft Word, Access and Excel.
- Describe options that include scanning and attaching documents, scanned images, and MS Office files.
- Indicate Microsoft Outlook and Exchange Server integration for Email and workflow.
- Indicate any single sign-on options such as MS Active Directory; LDAP compatible, Clever, etc.
- List proprietary client or internet browsers supported if web-enabled or web-based architecture with published open APIs. Please include utilized APIs with any 3rd party technologies. Describe any partnerships or agreements that enable pre-release testing and upgrading with those companies.
- Is your product fully HTML 5 compliant? YES or NO
- Describe any options that allow for multiple environments, products, test, training, and/or development.
- Describe the role-based or level security by group or individual to menu and screen level with any ability to mask sensitive data fields across user groups.
- Indicate support for two-factor authentication for on-premise and/or hosted systems.
- List supported mobile devices and Operating Systems, e.g., iPad, Microsoft Surface, Chromebook, iOS, Android, Windows, etc.
- Describe Web/Portal functionality for external user access.
- Describe the audit trail with users, date and time stamp, and before and after history throughout system.
- Indicate online user help and support options. Describe any online role-based or level training programs available. Include any possibilities for online user knowledge base. Describe available options.
- Describe data archiving, purge capabilities, and record retention.
- Describe data migration from current SIS.
- Describe system security with regards to SaaS or cloud security, Core Application Security, Security Management, Security Controls, and File Access Rights.

3. Source Selection and Contract Award

- Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP.

    - General Criteria to be determined "Responsive"
        - Does the proposal include all required information, included completed attachment forms and affidavits?
        - Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?

    - General Criteria to be determined "Responsible"
        - Does the Proposer demonstrate an understanding of SCSs needs and proposed approach to the project?
        - Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?
        - Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
        - Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?

- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like 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.

- SCS reserves the right to negotiate price and contract terms and conditions with the most qualified proposer(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, SCS reserves the right to enter into contract negotiations with the next highest ranked proposer and continue this process until an agreement is reached.

- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the "piggyback" Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

- SCS reserves the right to award the Virtual School & Credit Recovery Curriculum Platform and the Digital Assessment Tool separately, meaning that a different Proposer may be selected for each platform. SCS also reserves the right to award both platforms to one vendor.

4. Schedule of Events

SCS reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. SCS will communicate any adjustments to the Schedule of Events to the potential Proposers from whom SCS has received a Notice of Intent to Propose.

RFP Issued	October 30, 2017
RFP Submission DEADLINE	November 14, 2017 @ 10:00 a.m. Local Time
Board Approval Date ESTIMATED (*if required*)	December 5, 2017

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6 as well at the TECHNICAL PROPOSAL & EVALUATION GUIDE and COST PROPOSAL & SCORING GUIDE. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments.
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License. For all vendors with annual purchases in excess of $50,000; a business license must be on file with the SCS Finance Department.
- Copy of State of Tennessee License (if applicable) in respective field.
- If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

5.2. 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 SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.
- To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals paid directly by the employer in exchange for the individual's labor or services) must have on file one (1) of the following documents:
  - A valid Tennessee driver's license or photo identification;
  - A valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
  - A birth certificate issued by a U.S. state, jurisdiction or territory;
  - A U.S. government issued certified birth certificate;
  - A valid, unexpired U.S. passport;
  - A U.S. certificate of birth abroad (DS-1350 or FS-545)
  - A report of birth abroad of a U.S. citizen (FS-240);
  - A certificate of citizenship (N560 or N561);
  - A certificate of naturalization (N550, N570 or N578);
  - A U.S citizen identification card (I-197 or I-179); or
  - Valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).

5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers' compensation of a minimum of $250,000. The owner or Principal of each Proposer must also be insured by workers' compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

5.4. Clarification and Interpretation of RFP

The words "must" and "shall" in the RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

Each response to this RFP must consist of a Technical Proposal and a Cost Proposal. The Technical and Cost proposal must be delivered in separate, sealed packages.

The Technical Proposal package containing the proposal for either Platform 1 or Platform 2 must be sealed and clearly marked on the outside of the package as applicable to the submitted response:

"20171114-BOE Virtual School & Credit Recovery Curriculum and Platform"
PLATFORM 1
TECHNICAL PROPOSAL
DO NOT OPEN

"20171114-BOE Digital Assessment Tool"
PLATFORM 2
TECHNICAL PROPOSAL
DO NOT OPEN

The Cost Proposal package containing the proposal for either Platform 1 or Platform 2 must be sealed and clearly marked on the outside of the package as applicable to the submitted response:

"20171114-BOE Virtual School & Credit Recovery Curriculum and Platform"
PLATFORM 1
COST PROPOSAL
DO NOT OPEN

"20171114-BOE Digital Assessment Tool"
PLATFORM 2
COST PROPOSAL
DO NOT OPEN

All sealed proposals packages must include all of the following. Any sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

- One (1) Complete Original
- Two (2) additional copies of the Original
- One (1) electronic format (CD/USB Drive)
- Original Signature on Original Proposal. NO copied or digital signatures.

5.6. Delivery of Proposals

Sealed proposals will be accepted until **November 14, 2017 @ 10:00 a.m. Local Time**. 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. Proposals will be opened and read aloud. The reading of the bids will begin at **10:00 a.m. Local Time**.

Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such like; the proposal package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Proposal Deadline.

Delivery Address: Sumner County Board of Education
Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

5.7. Evaluation of Proposals

SCS will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

PLATFORM 1 **VIRTUAL SCHOOL & CREDIT RECOVERY CURRICULUM AND PLATFORM**	
CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	50
Technical Approach – Part 1 Instructional	60
Technical Approach – Part 2 Information Technology	170
Cost Proposal	50

PLATFORM 2 **DIGITAL ASSESSMENT TOOL**	
CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	50
Technical Approach – Part 1 Instructional	70
Technical Approach – Part 2 Information Technology	170
Cost Proposal	50

The proposal evaluation process is designed to award the bid not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

The SCS Purchasing Supervisor will first examine the proposals to reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.

A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP. Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with Technical Proposal and Evaluation Guide.

After Technical Proposal evaluations are complete, the Purchasing Supervisor will open the Cost Proposals submitted by the Proposers of the top three scored proposals. The points shall be awarded as follows:

Lowest Cost Proposal	50 points
Second Lowest Cost Proposal	40 points
Third Lowest Cost Proposal	30 points

5.8. Protests

In the event that any interested party 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 SCS Purchasing Office of such matters immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org.

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

ATTACHMENT 6.1 – Contact Information

Company Legal Name: _____

Company Official Address: _____

_____

Company Web Site (URL): _____

Contact Person for project administration:

Name: _____

Address: _____

_____

Phone Number: _____(office)

_____(mobile)

Email Address: _____

Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

ATTACHMENT 6.2 – Bid Form/Certification
20171114-BOE Virtual School & Credit Recovery Curriculum and Digital Assessment Tool

Date _____

I, _____, a duly authorized representative of

_____ hereby submit our bid for **20171114-BOE Virtual School & Credit Recovery Curriculum and Digital Assessment Tool** in accordance with the specifications and instructions set forth in these bid documents.

PRICING TO BE SUBMITTED ON ATTACHED "COST PROPOSAL & SCORING GUIDE".

Authorized Signature _____

Title _____

Printed Name _____

Vendor Legal Name _____

Address _____
(*street*) (*city, state, zip*)

ATTACHMENT 6.3 – References

Proposer must submit a minimum of three (3) reference from current K-12 clients of similar size.

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Date of Project: _____Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

**Proposers may copy this page and submit additional references*.

ATTACHMENT 6.4 – Certification Regarding Debarment or Suspension

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

- 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;
- Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
- Are not presently indicated 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 judgement rendered against it:
    - 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;
    - 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
    - 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.

Name of Participating Agency: _____

Name and Title of Authorized Representative: _____

_____

Signature of Authorized Representative: _____

Date: _____

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

ATTACHMENT 6.5 – Condition of Submitting Proposal

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

☐ By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

VENDOR LEGAL NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ADDRESS: _____

_____

PHONE: _____(office)

_____(mobile)

EMAIL: _____

ATTACHMENT 6.6 – Statement of Non-Collusion

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company: _____

Address: _____

_____

Phone: _____(office)

_____(mobile)

Respondent Signature: _____

Respondent (Print Name & Title): _____

Authorized Company Official (Print Name): _____

ATTACHMENT 6.7 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

ATTACHMENT 6.8 – Drug Free Workplace Affidavit

DRUG-FREE WORKPLACE

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Board of Education is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Board of Education is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Board of Education Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County Board of Education must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer:_____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

ATTACHMENT 6.9 – W9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

ATTACHMENT 6.10 – Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)

1. PREPARATION AND SUBMISSION OF BID.

a. Failure to examine any drawings**,** specifications, or instructions will be at the bidder's risk.

b. BID SUBMITTAL / SIGNATURE: Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Facsimile responses will not be considered.

c. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

d. All bids that exceed $25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on the outside of the sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.

e. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.

f. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.

g. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify SCSs RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. The articles on which the bids are submitted must be equal or superior to that specified. Informative and Descriptive Literature: The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

h. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.

i. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.

j. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.

k. New materials and supplies must be delivered unless otherwise specifically stated in the bid.

l. Alternate/multiple bids will not be considered unless specifically called for in the bid.

m. Only bids submitted on bid forms furnished by SCS will be considered.

n. By signing this bid where indicated, the bidder agrees to strictly abide by all local, state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.

o. Failure to Bid/Error in Bid. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered by SCS only upon written request of the bidder.

2. **OPEN RECORDS.** In order to comply with the provisions of the Tennessee Open Records Act, all bids will be publicly opened and are subject to public inspection after the award upon written request. Bidders may be present at bid opening. Summary information will be posted the SCS website, www.sumnerschools.org, under the Invitation to Bid link.

3. **ACCEPTANCE AND AWARD.** SCS reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by SCS.
    a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of SCS, cash discount offered and the delivery terms will be taken into consideration.
    b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
    c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
    d. SCS reserves the right to order more or less than the quantity listed in the bid.
    e. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have ninety (90) days to accept.
    f. In accordance with SCS policy, no purchase or contract is authorized or valid until the issuance of a SCS Purchase Order which shall be mailed or otherwise furnished to the successful bidder. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase order.
    g. The contract may not be assigned without written SCS consent.
    h. If the appropriate space is marked on the bid, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
    i. 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.
    j. If the project cost is in excess of $25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

4. **PAYMENTS.** Payment terms must be specified in the bid response, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by SCS.

5. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. 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 (2) years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.

6. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.

7. **TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by SCS for use under the contract.

8. **NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual or business because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.

9. **PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW.** Acceptance of gifts from vendors is prohibited. TCA §12-3-106. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and SCSs purchase order. **The bidder may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent document shall be open to revision for impermissible language. SCS reserves the right to render the bid unresponsive and subject the bid to rejection if successful terms cannot be negotiated. The contract shall be governed by Tennessee law.**

10. **PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

11. **SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFQ is signed, the apparent successful bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.

12. **ASSIGNMENT.** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.

13. **LIABILITIES.** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

14. **APPLICABLE LAW.** Any contract shall be interpreted under the laws and statutes of the State of Tennessee. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP shall be brought in the state courts in Sumner County, TN 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.

15. **FUNDS**. The Proposer understands and accepts the non-appropriation of funds provision of SCS.

16. **DATA PRIVACY AND SECURITY**. Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.

17. **IRAN DIVESTMENT ACT.** By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 TCA 12-12-106.

20171114-BOE VIRTUAL SCHOOL & CREDIT RECOVERY CURRICULUM AND DIGITAL ASSESSMENT TOOL

TECHNICAL PROPOSAL & EVALUATION GUIDE – SECTION A

SECTION A – MANDATORY REQUIREMENTS

MANDADORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required. The Proposer must all detail the proposal page number for each item in the appropriate space below.

The Purchasing Supervisor will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Purchasing Supervisor must review the proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Financial Officer before notice may be sent out that the proposal have been rejected. In addition to the Mandatory Requirements Items, the Purchasing Supervisor will review each proposal for compliance with all RFP requirements.

SECTION A applies to Proposers submitting a proposal for the Virtual School & Credit Recovery Curriculum and Platform and/or the Digital Assessment Tool. Proposers submitting a response for both platforms must include a separate form in each submittal.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer Completes)	**Section A – Mandatory Requirements Items**	**Pass / Fail (SCS Use ONLY)**
	The Proposal was delivered to SCS no later than the deadline specified in the Schedule of Events.	
	The Technical Proposal and the Cost Proposal documentation is packaged separately are required.	
	The Technical Proposal does NOT contain cost or pricing information of any type.	
	The Proposer did not submit alternate proposals.	
	Provide completed Attachment Forms (6.1 thru 6.9)	
	Provide a statement, based upon reasonable inquiry, of where the Proposer or any individual who shall perform work under the contract has a possible conflict of interest, and if so, the nature of the conflict.	

SECTION B QUALIFICATIONS & EXPERIENCE – continued next page

20171114-BOE VIRTUAL SCHOOL & CREDIT RECOVERY CURRICULUM AND DIGITAL ASSESSMENT TOOL			
TECHNICAL PROPOSAL & EVALUATION GUIDE – SECTION B			
SECTION B – QUALIFICATIONS & EXPERIENCE			
PROPOSER LEGAL ENTITY NAME			
The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required. A Proposal Evaluation Team, made up of three or more SCS employees, will independently evaluate and score the proposal's "qualifications and experience" responses. SECTION B applies to Proposers submitting a proposal for the Virtual School & Credit Recovery Curriculum and Platform and/or the Digital Assessment Tool. Proposers submitting a response for both platforms must include a separate form in each submittal.			
Proposal Page # (to be completed by Proposer	**Qualifications & Experience Item**	**Points Available**	**Points Awarded** *(Max = 50)*
	Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person SCS should contact regarding the proposal.	**5**	
	Provide a Statement of whether there is any pending litigation against the Proposer and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.	**5**	
	Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	**5**	
	Provide a brief, descriptive Statement indicating the Proposer's credentials to deliver the services sought under this RFP.	**10**	
	Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in business.	**10**	
	Indicate the Proposer organization's number of employees, client base, and location of offices.	**5**	
	Provide customer references from three (3) current contracts for services similar to the services being proposed and provide past customer references from three (3) contracts that have been cancelled with the past five (5) years.	**10**	
		TOTAL AWARDED POINTS – Section B	
SECTION C TECHNICAL APPROACH – continued next page			

20171114-BOE VIRTUAL SCHOOL & CREDIT RECOVERY CURRICULUM AND DIGITAL ASSESSMENT TOOL			
TECHNICAL PROPOSAL & EVALUATION GUIDE – SECTION C			
SECTION C – TECHNICAL APPROACH **Part 1 – Instructional** **Platform 1 – Virtual School & Credit Recovery Curriculum and Platform**			
PROPOSER LEGAL ENTITY NAME			
The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required. A Proposal Evaluation Team, made up of two or more SCS employees from the Instructional Department, will independently evaluate and score the proposal's "Part 1 – Instructional" responses.			
Proposal Page # (to be completed by Proposer)	**Technical Approach Items**	**Points Available**	**Points Awarded** *(Max = 60)*
	CURRICULUM:	**10**	
	• TN Academic Standards alignment		
	• Core and Career and Technical Electives		
	• Customizable courses		
	• Engaging Content		
	• Prescriptive learning plans		
	• Download and upload activities		
	• Customizable pacing		
	• Syllabus		
	• Variety of Learning Modalities		
	ASSESSMENT:	**10**	
	• Quality Questions		
	• Item types match TN Ready		
	• Various DOK		
	• TN Standards aligned questions		
	• Pre-test		
	• Benchmarking with custom creation		
	• Adaptive based on customized content		
	REPORTS:	**10**	
	• Grades based on actual performance and on pacing for the course for student, parent, teacher, admin		
	• Monitor log in time and time on task for student, parent, teach, admin		
	ADMINISTRATIVE PORTAL:	**10**	
	• Clever integration		
	• Student information system (Chalkable) integration		
	• HTML 5 Compliance		
	• Sophisticated search options (student/teacher/classes/courses)		
	• Assessment retakes (ease of use)		

	• Access control down to student level (which hours individual students may work on a particular course)		
	• District oversite capabilities		
	• Multi-level accounts (teacher, admin, district)		
	• Password resets		
	• Customizable courses		
	• Real-time tech support		
	STUDENT PORTAL:	**10**	
	• Ease of navigation		
	• Engaging		
	• Accessibility features similar to TN Ready		
	• Integrated resources that mimic TN Ready ex. Highlighting, ruler, graphing calculator, etc.		
	• Communication between student and teacher		
	PARENT PORTAL:	**10**	
	• Communication between student, parent, teacher, and admin		
	• Detailed report of completed and missing work		
	• Auto notification to parents		
TOTAL AWARDED POINTS – Section C – Part 1 – Platform 1			
SECTION C – PART 2 – PLATFORM 2 – continued next page			

20171114-BOE VIRTUAL SCHOOL & CREDIT RECOVERY CURRICULUM AND DIGITAL ASSESSMENT TOOL			
TECHNICAL PROPOSAL & EVALUATION GUIDE – SECTION C			
Section C – Technical Approach **Part 1 – Instructional** **Platform 2 – Digital Assessment Tool**			
Proposer Legal Entity Name:			
The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required. A Proposal Evaluation Team, made up of two or more SCS employees from the Instructional Department, will independently evaluate and score the proposal's "Part 1 – Instructional" responses.			
Proposal Page # (to be completed by Proposer)	**Technical Approach Items**	**Points Available**	**Points Awarded** *(Max = 70)*
	MULTI-LEVEL ASSESSMENTS:	**10**	
	• Classroom		
	• Grade/Subject		
	• School		
	• District		
	QUESTIONS BANK:	**10**	
	• Quality Questions		
	• Item types match TN Ready		
	• Various DOK		
	• TN standards aligned questions		
	• Other test bank and/or teacher-made item integration		
	• Sophisticated search options		
	REPORTS:		
	• Item Analysis	**10**	
	• Standards alignment		
	• Growth calculations		
	• Multi-level reporting		
	• Digital data wall that integrates third party data such as State testing data, RTI tech, ACT, attendance, etc.)		
	ADMINISTRATIVE PORTAL:	**10**	
	• Clever integration		
	• Student information system (Chalkable) integration		
	• HTML 5 compliance		
	• Sophisticated search options (student/teacher)		
	• Blocking/locking of questions identified for district-pushed assessments		
	• District oversite capabilities		
	• Printed assessments that can be scanned and scored		

	STUDENT PORTAL:	**10**	
	• Review of assessment prior to submission		
	• Ease of navigation		
	• Accessibility features similar to TN Ready		
	• Integrated resources that mimic TN Ready ex. Highlighting, ruler, graphing calculator, etc.		
	IMPLEMENTATION & TRAINING:	**10**	
	• Briefly describe the implementation process.		
	• Describe the implementation training. Must occur onsite at SCS.		
	ONGOING SUPPORT FUNCTIONS:	**10**	
	• Describe how ongoing product support will be provided for troubleshooting and upgrades (Chat/Telephone/Email).		
	• Describe available professional learning materials and training available for product upgrades.		
TOTAL AWARDED POINTS – Section C – Part 1 – Platform 2			
SECTION C – PART 2 INFORMATION TECHNOLOGY – continued next page			

20171114-BOE VIRTUAL SCHOOL & CREDIT RECOVERY CURRICULUM AND DIGITAL ASSESSMENT TOOL			
TECHNICAL PROPOSAL & EVALUATION GUIDE – SECTION C			
SECTION C – TECHNICAL APPROACH Part 2 – Information Technology			
PROPOSER LEGAL ENTITY NAME:			
The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required. A Proposal Evaluation Team, made up of two or more SCS employees from the Information Technology Department, will independently evaluate and score the proposal's "Part 2 – Information Technology" responses. A separate form must be submitted by Proposers submitting a response for both Platforms.			
Proposal Page # (to be completed by Proposer)	**Technical Approach Item**	**Points Available**	**Points Awarded (Max = 170)**
	• Indicate compatibility with current platform Operating Systems such as Linux, Microsoft Windows, and MacOS.	**10**	
	• Indicate ability to Import/Export to Microsoft Word, Access and Excel.	**10**	
	• Describe options that include scanning and attaching documents, scanned images, and MS Office files.	**10**	
	• Indicate Microsoft Outlook and Exchange Server integration for Email and workflow.	**10**	
	• Indicate any single sign-on options such as MS Active Directory, LDAP compatible, Clever, etc.	**10**	
	• List proprietary client or internet browsers supported if web-enabled or web-based architecture with published open APIs. Please include utilized APIs with any 3rd party technologies. Describe any partnerships or agreements that enable pre-release testing and upgrading with those companies.	**10**	
	• Is your product fully HTML 5 compliant? YES or NO	**10**	
	• Describe any options that allow for multiple environments, production, test, training, and/or development.	**10**	
	• Describe the role-based or level security by group or individual to menu and screen level with any ability to mask sensitive data fields across user groups.	**10**	
	• Indicate support for two-factor authentication for on-premise and/or hosted systems.	**10**	
	• List supported mobile devices and Operating Systems, e.g., iPads, Microsoft Surface, iOS, Android, Windows, etc.	**10**	
	• Describe Web/Portal functionality for external user access.	**10**	
	• Describe the audit trail with users, date and time stamp, and before and after history throughout system.	**10**	
	• Indicate online user help and support options. Describe any online role-based or level training programs available. Include any possibilities for online user knowledge base. Describe available options.	**10**	
	• Describe data archiving, purge capabilities, and record retention.	**10**	
	• Describe data migration from current SIS	**10**	
	• Describe system security with regards to SaaS or cloud security, Core Application Security, Security Management, Security Controls, and File Access Rights.	**10**	
TOTAL AWARDED POINTS – Section C – Part 2 Information Technology			

20171114-BOE VIRTUAL SCHOOL & CREDIT RECOVERY CURRICULUM AND DIGITAL ASSESSMENT TOOL			
COST PROPOSAL & SCORING GUIDE			
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown			
PROPOSER LEGAL ENTITY NAME:			
SIGNATURE & DATE			
NOTE: The signature must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.			
COST PROPOSAL SCHEDULE The proposed cost, detailed below, shall indicate the propose price for providing the entire scope of services including all services defined in the RFP for the total contract period. The proposed cost and the submitted technical proposed associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and SCS.			
	PROPOSED COST		
	Year 1	**Year 2**	**Year 3**
1. Annual Cost			
2. Cost for Implementation			
3. Cost for Training (per day)			
TOTAL AWARDED POINTS – COST PROPOSAL (Max Available = 50)			

The above referenced Cost Proposal will be utilized to award the bid. The Proposer may submit any additional pricing, on a separate page, for other available features/add-ons related to the product specified in the RFP. The additional pricing <u>WILL NOT</u> be utilized as part of the award process.

ATTACHMENT 6.11 – Vendor Checklist

Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

1. **Submission of Proposal**

___On-Time Submittal
- o Deadline is listed in Section 4 – Schedule of Events
- o Late Proposals will be IMMEDIATELY DISQUALIFIED

___Clearly marked outside of envelope/package.
- o Bid Number and "DO NOT OPEN"
- o Vendor Name, License Number, Expiration Date & License Classification (if applicable)

___No erasures on proposal documents.

Correct Format:

___One (1) Complete Original (*Section 5.6 & Attachment 6.2*)

___Two (2) Additional copies of the Original (*Section 5.6*)

___One (1) Electronic format copy - CD/USB Drive (*Section 5.6*)

___Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.6 & Attachment 6.2*)

2. **Required Forms** (to be submitted with each response)

___Evidence of Business License (*Section 5.1*)

___Completed "Contact Information" form (*Attachment 6.1*)

___Signed and dated "Bid Form/Certification" form (*Attachment 6.2*)

___Complete "Reference" form (*Attachment 6.3*)
- o Must meet the criteria established in Section 5.8 – Evaluation of Proposals.

___Signed and dated "Certification Regarding Debarment or Suspension" form (*Attachment 6.4*)

___Signed and dated "Condition of Submitting Proposal" form (*Attachment 6.5*)

___Signed and dated "Statement of Non-Collusion" form (*Attachment 6.6*)

___Signed and dated "Attestation Re Personnel" form (*Attachment 6.7*)

___Signed, dated and notarized "Drug Free Workplace Affidavit" form (*Attachment 6.8*)

___Signed and dated "IRS Form W-9" form (*Attachment 6.9*)

___Completed Technical Proposal & Evaluation Guide

___Completed Cost Proposal & Scoring Guide

***This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**
****Notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public record.**