

REQUEST FOR PROPOSAL

STUDENT ASSESSMENT SOFTWARE PROGRAM

Cocke County School System



RFP # 2019-1

Proposal Due Date/Time

May 28, 2019

3:00 P.M. (EST)

Cocke County School System

ATTN: Patricia Shults, Educational Technology Specialist

305 Hedrick Drive

Newport, TN 37821

**Student Assessment Software Program
Cocke County School System**

PROPOSAL INSTRUCTIONS

SCOPE

The Cocke County School System is requesting proposals from qualified vendors (“Vendor”, “Proposer”) for a Common Assessment Platform Software program. The Cocke County School System is seeking a fully functioning, state-of-the-art software program as per the attached requirements.

The specifications contained herein describe the minimum requirements of the Cocke County School System and any omission shall not relieve the vendor of furnishing quality software and service in a timely manner. Any variances or exceptions to these specifications must be clearly identified, otherwise full compliance is understood.

PROCEDURE FOR SUBMITTAL

To be considered, Proposers must submit a complete response to this RFP using the format provided. Proposals must include a statement as to the period during which the proposal remains valid but for purposes of this RFP, the period must be at least ninety (90) days.

Three (3) copies and one (1) original (4 total) of the entire proposal package shall be enclosed in a sealed envelope or box plainly identified in the upper left hand corner with the company’s complete name and address and in the lower left hand corner with "**RFP # 2019-1 - STUDENT ASSESSMENT SOFTWARE PROGRAM**". Proposals shall be received by Patricia Shults, Educational Technology Specialist, Cocke County School System, 305 Hedrick Drive, Newport, TN 37821 on or before **3:00 P.M. (EST) May 28, 2019**. A list of respondents will be available the following business day at 8:00 a.m. Late submittals will not be considered. Telephone or facsimile (fax) offers will not be accepted.

Proposals must be signed in ink by the agent or person authorized to bind the Proposer to its provisions. Unsigned offers will not be accepted and will be declared non-responsive.

CONTACT PERSONS

Any questions relative to the specifications and/or requests for clarification may be directed to Patricia Shults, Educational Technology Specialist, Cocke County School System, 305 Hedrick Drive, Newport, TN 37821; (423) 623-7821 extension 2032; e-mail: patricia@cocke.k12.tn.us .

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

INCURRING COSTS

The Cocke County School System is not liable for any costs incurred by Proposer prior to issuance of a contract.

PROPOSAL FORMAT

The proposal response shall be presented in the following format:

1. Cover letter demonstrating understanding of Cocke County School System's requirements, and description of software and services proposed
2. Company qualifications
3. Completed specification checklist
4. Description regarding software's interface with Follett Aspen Student Information System including student, teacher, and class refreshes (hourly, daily, weekly, etc.)
5. Notes and deviations
6. References
7. Warranty, service, training information (if applicable)
8. Descriptive literature on system proposed along with report examples
9. Project completion timeline
10. A list of demo login accounts for adequate evaluation (district administrator, school administrator, teacher, and student)
11. Cost proposal sheet

WARRANTY

At a minimum, Vendor shall provide a full one-year warranty.

SERVICE

Vendor shall provide a complete software maintenance contract after expiration of the warranty period. Service contract cost shall be firm for the first year and must be stated on the proposal sheet. Additional years' service contracts shall not exceed a 5% price inflation, at time of renewal only. Escalation, if required, will be based upon material/labor costs with no allowance for profit. Proposal shall address, if applicable, the anticipated short- and long-term need for upgrades to the software, with a range of costs Cocke County Schools may reasonably expect.

Proposal response shall contain the number of qualified technical/troubleshooting personnel located within a reasonable distance and the average response time for service. Proposer shall list qualifications and certifications of staff who will be implementing the proposed software. A toll-free service support line is preferred. Vendor shall agree to provide 24-hour maximum turnaround time for service after call is placed by Cocke County School System and received by Vendor.

In the event the contracted vendors ownership changes, the Cocke County School System will retain ownership of its licenses and continue to be serviced as specified under warranty/service agreement by the new owner.

ON-SITE TRAINING

Vendor shall provide full details of on-site user training offered. **Any cost for training must be listed in the RFP response.**

PROJECT TIMEFRAME

Project shall be completed within (60) days of order placement. Vendor shall specify projected timelines involved for each phase of the project including: site preparation, software installation, personnel training, and testing and changeover.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written request received from Proposer prior to the time fixed for receipt.

ACCEPTANCE OF PROPOSAL CONTENT

Proposals are to be valid for a minimum period of ninety (90) days from the date of receipt by the Cocke County School System.

The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the Cocke County School System and the Proposer. Failure of the successful Proposer to accept these obligations may result in cancellation of the award.

The Cocke County School System reserves the right to reject any or all proposals and to waive informalities, irregularities, and technicalities in the proposal process.

The Cocke County School System may negotiate separately with any source in any manner necessary to arrive at a contract agreement that is in the best interest of the Cocke County School System.

RFP ADDENDA

Any change to the specifications herein will be brought forward in the form of a written addendum from Cocke County School System and will be provided to all interested parties. No oral interpretations or communication will affect or change in any way the information contained herein.

CONTRACT AWARD

Contract award, if made, shall be the vendor who offers the most responsive proposal. The Cocke County School System reserves the right to choose the proposal that is in its best interest. Considerations in the award shall be: Cost, compliance with system requirements, ability of software program to interface with Follett Aspen Student Information System, company qualifications, experience, tech support, and service, end-user ease of use including user-friendly built-in reports, and upgradeability. The Proposer's past service/support performance will be a consideration in the award.

The Cocke County School System may request a sandbox or trial account for evaluation purposes.

Criteria	Point Value
Cost	30 points
Compliance with system requirements; Upgradeability	20 points
Ability of software program to interface with Follett Aspen Student Information System	25 points
Company qualifications, experience, tech support, and service	5 points
End-user ease of use including user-friendly built-in reports	20 points
TOTAL POINTS	100 points

REFERENCES

Vendor may be required (upon request) to provide a minimum of three (3) user references of proposed software initiated within the last three (3) years. Each reference shall have the company or government entity name, address, contact person, and telephone number.

TERMS

Payment terms are Net 30 days after receipt of approved invoice. Installation and user training must be complete prior to payment approval.

RIGHTS AND OPTIONS OF THE COCKE COUNTY SCHOOL SYSTEM

The Cocke County School System reserves the following rights and options:

- Determine those proposers who are most qualified.
- Reject any or all proposals, for any reason, at its sole discretion.
- Supplement, amend, or otherwise modify this RFP.
- Cancel this RFP with or without submission of another RFP.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

CANCELLATION OF AGREEMENT/CONTRACT

The Cocke County School System may cancel the agreement/contract if the software program is unable to frequently update student data from Follett Aspen Student Information System. Cocke County School System student data is hosted by the State of Tennessee; not locally.

**Cocke County School System
Student Assessment Software Program
Request for Proposal**

General

The Cocke County School System is requesting proposals from qualified vendors to provide, install, train, and support a Student Assessment software package. This software/service will be easy to use, secure, may be cloud enabled, and will acquire accurate data.

The software must interface with Follett Aspen Student Information System.

The software should include custom data filtering and export capabilities in a variety of formats including HTML, MS Excel, MS Word, MS Access, and Adobe PDF formats. Information should be accessible from both Windows and Mac desktop computers and standard mobile devices (tablets, smartphones, etc.) running Apple iOS and Android operating systems.

Specifications

The software program should be available 24 hours a day, seven days a week. It should be automated, with processes that run and copy data. Student Assessment data should be displayed in real-time and in user-friendly reports. The software program should have the ability to show historical data for individual students.

The provisions contained herein describe the minimum requirements of the Cocke County School System and any omission shall not relieve the vendor of furnishing quality software and service in a timely manner. Any variances or exceptions to these specifications must be clearly identified; otherwise, full compliance is understood.

**STUDENT ASSESSMENT SOFTWARE PROGRAM
Requirements checklist**

Vendor must complete and return these forms for the proposal to be considered responsive. A check mark (✓) shall be placed in the areas of specification agreement. Variances must be clearly identified in the bidder's column or on a separate sheet. Failure to comply with any part of these specifications will not remove that proposal from consideration, but will indicate a variance on which the Cocke County School System alone will determine the importance to the overall performance of the program and suitability for the intended purpose. Any products supplied are to be new, unused and of the Manufacturer's latest model. Any omission from the specifications shall not relieve the vendor from the responsibility of furnishing a software program ready for use.

COCKE COUNTY SCHOOL SYSTEM'S SOFTWARE REQUIREMENTS	PROPOSER COMPLIES (✓)	PROPOSED EXCEPTIONS (use separate sheet if necessary)
PROPOSED SYSTEM		
Unlimited, free access to live, remote assistance help desk from 8am – 5pm, Monday – Friday, for all users		
Local, dedicated Account Managers located in state who are responsible for ensuring implementation fidelity and customer satisfaction with LEAs		
Provide references (if requested) from other educational customers using the product		
Support for reporting on traditional ESEA subgroups		
Dedicated Project Manager who is responsible for ensuring implementation fidelity		
Product for 3600 students in grades 3-12 in the areas of Math, English/Language Arts, Science, and Social Studies		
ASSESSMENT MANAGEMENT SYSTEM		
Platform supports creation, delivery and reporting of assessments that prepare students for TN Ready assessments		
Platform supports creation and delivery of state-wide/district-wide common assessments as well as classroom level formative assessments using Tennessee State Standards		
Unlimited assessment creation for all users (interim and formative)		
Unlimited assessment delivery for all users (interim and formative)		
Unlimited test item creation for all users		
Four core subject areas (Math, ELA, Science, Social Studies), grades 3-12 supported		
TN State Standards supported		
Item Bank Requirements More than 60,000 test items Includes items that are Multiple Choice, True/False, Fill-in-the-Blank, Technology Enhanced Content in four core subject areas, grades 3-12 Developed by content specific item development Specialists Aligned to Common Core State Standards Aligned to TN State Standards		

COCKE COUNTY SCHOOL SYSTEM'S SOFTWARE REQUIREMENTS	PROPOSER COMPLIES (✓)	PROPOSED EXCEPTIONS (use separate sheet if necessary)
Options for additional item bank licenses (NWEA, etc.)		
User-friendly test item editor for user created test items Multiple Choice (2 – 8 response options) True/False Fill-in-the-Blank Technology Enhanced Hot spot Drag and Drop Open/Constructed Response		
Alignment of test items to multiple cognitive measures Webb’s Depth of Knowledge Bloom’s Taxonomy (Original) Bloom’s Taxonomy (Revised)		
Creation, delivery and reporting of secure and non-secure assessments		
Quickly duplicate and edit existing assessments		
Share user created content (test items and assessments) with other: Teachers Schools Districts		
Online delivery of assessments: Macintosh and PC support Free iPad student testing app Free Android student testing app		
Online student testing interface directly mirrors high-stakes testing experiences: Online tools (i.e. calculator, highlighter, compass, ruler, straightedge, protractor, eliminator, pencil, etc.) Split screen support for reading selections and associated test items Review item flag Assessment summary screen Options for multi-section assessments for designation of tools per section (i.e. calculator enabled sections vs. non-calculator enabled sections)		
Paper and Pencil delivery of assessments OMR scanning support (via compatible Scantron makes and models) Plain paper scanning/scoring options Free scan to email (via image scanning compatible device) Free web-based scanning (via TWAIN driver enabled device) Free iOS scanning app for iPhone, iPod, and iPad Free Android scanning app for compatible Android devices)		

COCKE COUNTY SCHOOL SYSTEM'S SOFTWARE REQUIREMENTS	PROPOSER COMPLIES (✓)	PROPOSED EXCEPTIONS (use separate sheet if necessary)
Create, deliver and score assessments designed to demonstrate student growth		
Full kiosk mode testing (secure browser) environment to prevent student navigation away from testing application		
Robust online user-friendly reporting available in real-time for both online and paper and pencil assessments		
Ability to display Historical reports so student's growth from year to year can be printed.		
Ability for the software/program's district administrator to add and delete users such as school administrators, teachers, students, etc.		
Ability for the software/program's district administrator change or reset user passwords.		
Reporting of assessment performance at multiple levels: Student Class/Section Teacher School District State		
Reporting of assessment performance by ESEA Traditional Subgroups TN ESEA waiver-approved Subgroups Standard (TN)		
View/access test item content when viewing online reports		
Item analysis reporting for online and paper/pencil assessments		
Regular (daily) and automated updates of student, teacher, course, roster, and school data from Follett Aspen Student Information Systems (SIS)		
Users can add and drop students from class rosters with ease		
Robust library of web-based user help resources available 24/7 (i.e. user guides, video tutorials, archived webinars, searchable FAQs, etc.)		
Securing test items and assessments designated for common assessments from classroom teachers		
Non-core subjects, standards and competencies supported		
Platform support of multiple item types: Multiple Choice (2 – 8 response options) True/False Fill-in-the-Blank Technology Enhanced Hot spot Drag and Drop Constructed Response		
Align test items to associated reading selections and resources		
Insert graphics/images into test items (stem and answer options)		
Print friendly paper test versions		

COCKE COUNTY SCHOOL SYSTEM'S SOFTWARE REQUIREMENTS	PROPOSER COMPLIES (✓)	PROPOSED EXCEPTIONS (use separate sheet if necessary)
User-friendly test editor for user created assessments: Unsecure Assessments: Accessible by all teachers/users Secure Assessments: Accessible by users with defined permissions only		
Designate content (test items, resources, assessments) as “favorite” by individual users for quick access and organization		
Import commercial test item banks structured in industry standard QTI format		
Create answer key only assessments for paper and pencil delivery that can still be reported on by standard and cognitive level (DOK or Bloom’s)		
Teacher/proctor monitoring of online test sessions, including student progress		
Randomize question order, answer order and passage order for online testing		
Test security features: Student ID required access Proctor determined student access to tests via proctor dashboard Ability for proctors to establish download and submit passwords (optional)		
Proxy caching server allows local caching of assessments to alleviate district-side bandwidth concerns		
Reporting of assessment performance by pass rate and average		
Customize cut scores on a reporting session basis		
Export reports to various formats: PDF , Excel , Word , Rich Text , CSV , and XML		
Printable reports (print friendly) for students, teachers and administrators: Individual student assessment performance Individual student mastery (TN Standards) Class mastery (TN Standards)		
Send mass account activation instructions to users via email		
Users to reset their own passwords for system access		
Assignment of more than one teacher per class section (i.e. General Education and Special Education teachers)		
Assignment of more than one subject per class section (i.e. Elementary homeroom class)		
User password strength requirements		
Creation of LEA/SEA custom requested student subgroups (i.e. Gifted/Talented, Title I, etc.)		
Multiple levels of access to the system (teacher, school, district, and state)		
Create Role Groups with specific permission sets and assign users		

COCKE COUNTY SCHOOL SYSTEM'S SOFTWARE REQUIREMENTS	PROPOSER COMPLIES (✓)	PROPOSED EXCEPTIONS (use separate sheet if necessary)
Auto-assign permissions to users upon data import (i.e. assign all users teaching courses a default “Teacher” permission set)		
Push-button granting and revoking of commercial content banks		
LONGITUDINAL DATA SYSTEM):		
Teacher level longitudinal data system		
Warehouse for multiple types and sources of student-centric data State Summative Assessment Results TN Ready TCAP Local Assessment Results (Benchmarks/Common Assessments) Student Grades (marking period) G.P.A. Attendance Discipline Etc.		
Regular (daily) and automated updates of student data (i.e. attendance, discipline, grades, GPA, etc.) from LEA Student Information Systems (SIS)		
Regular (daily) and automated updates of student, teacher, course, roster, and school data from LEA Student Information Systems (SIS)		
End users ability to produce data analysis reports that can be filtered by single or multiple indicators		
Users to assign and monitor individualized interventions for academic, attendance and/or behavioral issues Single or multiple interventions per student Fields for intervention include, but are not limited to: name of intervention, persons responsible, duration of intervention, frequency of intervention, reason for intervention, start date, end date, status of intervention, result of intervention, tier/level of intervention, etc.		
Filtering data by assigned intervention to assess the efficacy of the intervention provided		
System identifiers (or “flags”) for student performance which will result in students being identified as eligible for intervention and/or at risk of failure or drop-out		
Tiered performance system for student identification based on data (i.e. Exemplary, On Track, Needs Improvement, Off Track)		
Compliant with state and federal privacy laws and regulation surrounding student data		
User/system creation of student “watchlists” based on student data		

COCKE COUNTY SCHOOL SYSTEM'S SOFTWARE REQUIREMENTS	PROPOSER COMPLIES (✓)	PROPOSED EXCEPTIONS (use separate sheet if necessary)
Creation of performance metrics (pre-determined key performance indicators based on student data)		
Comprehensive Student Profiles comprised of comprehensive student data sets		
Longitudinal displays of student, teacher, school, district and state performance over time		
Longitudinal reports on school, district, and state performance (based on key performance indicators)		
Build, save and publish reports in a user-friendly ad-hoc reporting interface		
Save student list results of queried reports as student watchlists		
Robust library of web-based user help resources available 24/7 (i.e. user guides, video tutorials, archived webinars, searchable FAQs, etc.)		
System acts as an: <ul style="list-style-type: none"> Early Warning System Intervention Monitoring System Data Warehouse Longitudinal Data System Data Disaggregator 		
Create Role Groups with specific permission sets and assign users		
Auto-assign permissions to users upon data import (i.e. assign all users teaching courses a default “Teacher” permission set)		
Multiple levels of access to the system (teacher, school, district, and state) to be controlled by district		
Users may record annotated notes on student progress and notes are accessible only by permission		
Compare data sets (teacher, school, subgroup, district, state, race, etc.)		

COMPLETE AND RETURN WITH PROPOSAL PACKAGE

**STUDENT ASSESSMENT SOFTWARE
COCKE COUNTY SCHOOL SYSTEM**

FEE PROPOSAL FORM

The undersigned proposes and agrees, if their Proposal is accepted, to contract with the Cocke County School System to furnish all software and service described herein that meets the requirements of this solicitation.

Provide detailed cost information as per below:

SOFTWARE (including user training)	\$_____ /total
Annual Service Contract:	\$_____ /year
Software Licenses	\$_____ /each
Any other costs involved including any equipment necessary:	\$_____ /total
GRAND TOTAL	\$_____

Name of Firm: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____

Email address: _____

Printed Name and Title: _____

Signature: _____

Date: _____

THIS FORM MUST BE SIGNED TO BE CONSIDERED

COCKE COUNTY SCHOOL SYSTEM
<http://www.cocke.k12.tn.us>
SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS

(Read Carefully)

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a Bid/RFP/RFQ does not commit the Cocke County School System to make an award. The Cocke County School System reserves the right to postpone or reject any or all Bids/RFP's/RFQ's, to waive informalities, and to accept the bid judged to be in the best interest of the Cocke County School System.

2. ADDENDA

Addendum's will be issued to all known interested parties and posted on the Cocke County School System's website (www.cocke.k12.tn.us). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation. No addenda will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsive bidder or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid is determined to be in the best interest of the Cocke County School System.

4. AWARD PERIOD

The Cocke County School System shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. BID TABULATIONS/RFP/RFQ RESPONSES

RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Bid tabulations will be completed by evaluation team. Bid tabulations will be made available upon request.

6. BRAND NAMES

By referencing a brand name or equal, the Cocke County School System intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The Cocke County School System alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the Cocke County School System's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

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SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
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10. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the Cocke County School System may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The Cocke County School System reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Cocke County School System.

11. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

12. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

13. EQUAL OPPORTUNITY

It is the policy of the Cocke County School System to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

14. EVALUATION

Bids/RFP's/RFQ's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the Cocke County School System.

15. EXAMINATION OF BIDS/RFP'S/RFQ'S

Bids/RFP's/RFQ's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

16. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB delivered to the using department, Cocke County School System unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the Cocke County School System.

17. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the Cocke County School System against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, Cocke County School System employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the Cocke County School System, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

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<http://www.cocke.k12.tn.us>
SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
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18. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the Cocke County School System. Rejected materials will be returned at the vendor's expense.

19. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the Cocke County School System for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

20. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the Cocke County School System of Johnson Cocke County School System in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to public works contracts.

21. MULTIPLE ITEM BIDS

The Cocke County School System will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the Cocke County School System's best interest.

22. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the Cocke County School System has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent states that no official or employee of the Cocke County School System has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence the award of this solicitation.

23. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

24. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- Failure to respond to three consecutive solicitations
- Failure to meet delivery requirements
- Failure to furnish items as a result of a solicitation
- Failure to provide service or material as a result of the award
- Offers of gratuities or favors to any Cocke County School System employee

COCKE COUNTY SCHOOL SYSTEM
<http://www.cocke.k12.tn.us>
SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
(continued)

25. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

26. PRICING

All pricing must appear in the spaces provided on the Cocke County School System's form (if applicable) and be in blue or black ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The Cocke County School System will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

27. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after opening of such bids/proposals, in compliance with Tennessee Statutes.

28. PROTEST PROCEDURE

Any protest to the award of a contract by the Cocke County School System shall be submitted in writing to the Cocke County School System and delivered not later than seven (7) calendar days from the date of the Cocke County School System's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Cocke County School System) submitted to the Finance Director before the Cocke County School System will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the Cocke County School System Manager the bond will be retained to cover costs associated with the protest.

29. QUESTIONS

Questions must be received by the Cocke County School System at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any Cocke County School System employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an RFP addendum.

30. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

31. SAMPLES

Samples will be furnished at no charge to the Cocke County School System. They will remain in the Cocke County School System for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the Cocke County School System. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample

COCKE COUNTY SCHOOL SYSTEM
<http://www.cocke.k12.tn.us>
SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS
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32. SEALED SOLICITATION OPENINGS

Bids/RFP's/RFQ'S (paper & electronic) will be read aloud at the 3:00 P.M. on May 28, 2019 as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The Cocke County School System reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the Cocke County School System receives fewer than two responses.

33. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in blue or black ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

34. SUBMITTAL OF SEALED BIDS/RFP'S/RFQ'S

Any forms furnished by the Cocke County School System must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. **TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.** Paper bids shall be sealed in an envelope and may include one (1) electronic (CD or flashdrive) copy of the entire submittal. The electronic version shall be an exact duplicate of the original. No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time deemed by the Cocke County School System. Late submittals will not be accepted. The Cocke County School System shall not be responsible for any difficulties experienced by vendors trying to submit their bid/RFP response. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

35. TAXES

The Cocke County School System is exempt from Federal excise tax, State, and Cocke County sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

36. TERM OF CONTRACT

Unless otherwise stated, the Cocke County School System reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The Cocke County School System may cancel any contract for cause following written notification of intent.

37. WARRANTY

Unless otherwise specified by the Cocke County School System, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

STATEMENT OF SOLICITATION DECLINE Cocke County School System

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Patricia Shults, Educational Technology Specialist, Cocke County School System, 305 Hedrick Drive, Newport, TN 37821 or via e-mail to patricia@mail.cocke.k12.tn.us .

We value your feedback and ask that you complete the following:

Solicitation No.: # _____

Solicitation Name: _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

_____ Insufficient time to adequately prepare a response

_____ Our company does not offer this product or service. Remove us from the vendor list.

_____ Our schedule will not permit us to perform in a timely manner

_____ We are unable to meet bond requirements

_____ We are unable to meet insurance requirements

_____ We are unable to offer comparable product or service

_____ We are unable to meet specifications (explain below)

_____ We understand that if this statement is not completed and returned, our company may be deleted from the Cocke County School System's solicitation list for this commodity or service.

Company Name: _____

Address: _____

Signature: _____

Telephone: _____

E-mail: _____

Date: _____