

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **K-12 Standards-Aligned Benchmark Assessment** as specified herein. Proposals must be received by **2:00 p.m.** on **April 19, 2023**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3391
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Rachel Cabrera, Senior Buyer, at 865.215.5751. Questions may be faxed to 865.215.5778 or emailed to rachel.cabrera@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
 - 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
 - 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals.
 - 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The evaluation criteria can be found in Section 3.13.
 - 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.9 **COPIES:** Knox County requires that two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their written response an exact electronic version of their proposal in a SINGLE FILE on a flash drive.**
- 1.10 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.14 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.15 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.16 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.
- 1.17 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of this contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.20 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.21.1 Be submitted on recycled paper
 - 1.21.2 Not include pages of unnecessary advertising
- 1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on April 6, 2023**. These requirements also apply to specifications that are ambiguous.
- 1.23 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient form.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment C Iran Divestment Act/ No Boycott of Israel.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Attachment C Iran Divestment Act/ No Boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature, it is current in its respective federal, state, county, and city taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 TERMINATION: County may terminate this agreement with or without cause at any time upon thirty (30) calendar days written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 WARRANTY: Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT: The purpose of this Request for Proposal (RFP) is to solicit one or more established providers of a comprehensive K-12 Standards-Aligned Predictive Benchmark Assessment through an Assessment Management System and professional development to evaluate student growth and achievement as it relates to mastery of grade-level content standards as desired by Knox County and Knox County Schools (KCS). Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 ACCEPTANCE: Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 ADDITION OR DELETION OF SERVICES: Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 AGENCY CONTACTS: The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 AWARD LENGTH: The pricing for this Contract must remain firm for thirty-six (36) months. However, due to the funding source Knox County does not allow automatic renewals, this Contract will need to be extended annually to continue services. Knox County will draft the Extension of Contract and send it to the vendor approximately ninety (90) days before expiration. The agreement may be renewed for four (4) one-year periods upon mutual consent, for a possible total of five (5) years. Following the initial thirty-six (36) months, the Contractor may request a change in price. See Section 3.30 for requests relating to a change in price.

3.6 CHANGES AFTER AWARD: It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 COMMUNICATIONS: The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- 3.9 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.
- 3.10 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require Board of Education and/or Knox County Commission approval. The successful Vendor(s) may be required to be present at the meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). Knox County will draft the Contract. A sample contract is under Exhibit C for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted.
- 3.11 CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:
- 3.11.1** Provide competent supervision;
 - 3.11.2** Provide competent personnel;
 - 3.11.3** Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
- 3.12 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers must submit with their proposals the completed Attachment D Criminal History Affidavit of Compliance.
- 3.13 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:
- | | |
|---------------------------------|-----------|
| PROGRAM CONTENT AND METHODOLOGY | 30 POINTS |
| DELIVERY OF SERVICES | 30 POINTS |
| EXPERIENCE/REFERENCES | 20 POINTS |
| COST | 20 POINTS |
- Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.
- 3.14 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.15 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions within their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

- 3.16 GRANT FUNDING:** The products or services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit B of this solicitation in the performance of the Contract.
- 3.17 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.18 IDENTIFICATION:** Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.
- 3.19 INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign Attachment B and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.
- 3.20 INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.21 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- The invoice must show the amount due to the Contractor by Knox County;
 - The invoice must show a summary of completed work;
 - Invoices are to be original and uniquely pre-numbered;
 - Invoices which do not show this information are subject to rejection.
- 3.22 INVOICING PROCEDURES & PAYMENT SCHEDULE:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. Bidders are hereby notified that invoices may take up to thirty (30) days to process payment. There shall be no component billing. Mail invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

3.23 INVOICE REVIEW: Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.24 MINIMUM QUALIFICATION EXPECTATIONS:

3.24.1 Respondent must address all submittal requirements as defined in Section V.

3.24.2 Respondent shall have a minimum of three (3) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.24.3 A Knox County business license is not required of any Respondent or proposed sub-contractor or sub-consultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.25 NEGOTIATION: Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter Contract negotiations with the highest-rated proposer.

If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations

3.26 NEWS RELEASES BY VENDORS: As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.27 NO CONTACT POLICY: After the date and time the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.28 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the submission deadline or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the Request for Proposals.

3.29 ORAL PRESENTATION/INTERVIEW: Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. Due to the conditions surrounding the COVID-19 pandemic, these presentations/interviews may be conducted virtually through video conferencing.

Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.30 PRICE: The proposer(s) warrants that the price stated shall remain firm for a period of thirty-six (36) months from the first day of the original Contract period. If the Contractor's price is increased after the thirty-six (36) months, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s) following the original thirty-six (36) months. If the price increase is rejected the contractor may:

- Continue with the existing prices.
- Request a lower price increase
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally

- 3.31 PROPOSAL EVALUATION:** In evaluating the submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.32 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.33 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.34 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.35 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis. Knox County may use a vendor to support 7,800 staff and 58,000 students in providing a K-12 Standards-Aligned Benchmark Assessment with supplemental services including training and/or professional development and formative assessments to predict student mastery of standards.
- 3.36 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.37 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.38 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 6, 2023 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.
- 3.39 SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this bid and during the term of any subsequent contract for service.
- 3.40 TECHNOLOGY REQUIREMENTS FOR SOFTWARE RFPS:**

Application should only utilize native browser-based technologies such as HTML and HTML5. No application utilizing third-party plugins will be considered (Examples of plugins include, but are not limited to, Flash, Java, Silverlight, etc.)

No local caching server or software is required or recommended. The vendor's application should scale as needed to support client demand.

Will support any modern OS, defined as the current publicly available version minus three versions. At the time of this writing, we will support the following operating systems at a minimum: Windows 10 20H2+, macOS 11, ChromeOS 110+ and Apple iPadOS 13+.

As system updates become available, the vendor to give KCS adequate notice of any foreseeable disruptions due to updates. **Vendor is to also list any and/or all required plugins for full product functionality.

Will support current browser versions, defined as the current publicly available version minus three versions, for the following web browsers: Google Chrome, Safari, Microsoft Edge, Mobile Safari, Mobile Chrome. As browser updates become available, the vendor to give KCS adequate notice of any foreseeable disruptions due to updates.

System must have user authentication using SAML, preferably Microsoft 365 SAML.

Data exchange from our SIS to vendor should be automated. Vendor will be responsible for processing any differencing (changes, updates) to vendor data based on the automated exchange.

KCS options for data exchange include Classlink OneRoster (preferred) or secure exchange of .csv files directly with the vendor via SFTP transfer. KCS will not use Clever for data exchange.

Vendor must be in full compliance with FERPA, COPPA, and all applicable federal/state laws pertaining to student data privacy and governance.

3.40.1 RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION: Vendors must adhere to the following:

3.40.1 Any and all personally identifiable student or employee information including but not limited to name, address, telephone number, teachers, classes, grades, digital media, and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by District in writing. This restriction against release or disclosure also precludes sharing of data by Independent Contractor with any affiliate of Independent Contractor unless such sharing is expressly permitted under the contract or is expressly granted in writing by District.

In addition, all information the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Independent Contractor from District, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Independent Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.

3.40.2 Independent Contractor agrees that any personally identifiable student data it obtains from the District shall only be used for the purpose of providing the contracted product or service to the District according to the terms of the contract. Independent Contractor may not sell student data. (This does not prevent the transfer of student data by purchase or merger of the Independent Contractor, so long as the successor entity remains bound by and in compliance with the terms of this agreement.)

3.40.3 Independent Contractor may not use personally identified student data for any secondary purpose including targeted advertising. Independent Contractor may (a) use student data for adaptive learning or customized student learning processes; (b) market an educational application to a student's parent or guardian if Independent Contractor did not use student data shared by or collected on behalf of the District to do so; (c) use a recommendation engine within Independent Contractor's internal application to recommend learning or employment-related content or services to the student, but only if the recommendation is not motivated by consideration from another party; (d) respond to a student request for information or feedback, but only if the response is not motivated by consideration from another party; (e) use student data to allow or improve functionality of Independent Contractors' internal application; and (f) identify for the student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if Independent Contractor obtains, through the District, the written consent of the student's parent or guardian (or the student if age 18 or older or emancipated). (Written consent may not be required in certain instances for an Independent Contractor which is a national assessment provider.)

- 3.40.4 Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Independent Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Any data that is transmitted to/from District will be secure. Any electronic data stored by the vendor must be secure and backed up with a tested data recovery strategy in place as approved by District.
- 3.40.5 Within 30 days of termination, cancellation, expiration, or other conclusions of the contract, or within 30 days of a request by District with regard to any portion of the data, Independent Contractor shall return to District or if the return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in possession of Independent Contractor and certify in writing that all copies of the confidential information in its possession have been destroyed. This requirement shall not apply, and Independent Contractor may retain, personally identifiable student data if Independent Contractor has obtained written consent of the student's parent or guardian (or from the student if 18 or older or emancipated) and provides documentation of that consent to the District.
- 3.40.6 These obligations shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in Independent Contractor's possession prior to receipt from an District school, its faculty staff or students; or (c) is received by Independent Contractor independently from a person or entity free to lawfully disclose such information other than an District school, its faculty, staff, or students.
- 3.40.7 Contractor warrants and represents that it shall, at all times, comply with the terms of this Agreement and with FERPA, COPPA, and all applicable laws of the state of Tennessee and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information as that term is defined by this agreement, FERPA, COPPA, or applicable laws of the state of Tennessee.
- 3.40.8 Independent Contractor agrees that District or its designee may, upon request, audit Independent Contractor to verify compliance with the applicable requirements of law.

3.41 TENNESSEE REGISTRATION: The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF SERVICES

4.1 SCOPE OF WORK:

Knox County School district is seeking a comprehensive K-12 Standards-Aligned Predictive Benchmark Assessment through an Assessment Management System (AMS) to evaluate student growth and achievement as it relates to mastery of grade-level content standards.

PROJECT OVERVIEW:

Knox County Schools is seeking to partner with vendors who can provide standards-aligned benchmark assessments and data reports that analyze projected student proficiency levels toward Tennessee Academic Standards. Supports need to align to the following:

- TN State Standards
- TN Blueprints for state-wide testing
- State-wide EOC assessments expectations for 9-12 grades

Predictive benchmark assessments calculate students' progress toward grade-level and content area standards mastery at integral moments throughout the academic year. Using this assessment, educators can identify student knowledge and capabilities with meaningful data that informs instruction, targets needed interventions, and personalizes learning opportunities for students. Predictive benchmark assessments are modeled after Tennessee State Academic Standards and summative assessment blueprints to ensure appropriate levels of rigor, standards-alignment, and reliability. Additionally, predictive benchmark assessments correspond with the district level scope and sequence of instruction for state tested and nonstate tested content areas. This Request for Proposal (RFP) outlines the scope of services and requirements that must be addressed by any vendor

interested in providing standards-aligned predictive benchmark assessments, data reports, an online platform that connects with district's LMS to administer assessment and house data, and training to increase educator knowledge of student performance associated with grade-level and content area standards. Professional development training for district and school staff with ongoing support is required. Training may include, but is not limited to: background information on why this approach is effective in predicting projected student proficiency levels, how to administer the benchmark effectively, how to analyze and use the data from provided reports, and how to navigate the online platform. Professional development may be provided face-to-face or virtually. The vendor is to provide all personnel, materials, equipment, and supervision necessary to provide the services detailed herein.

4.2 BACKGROUND INFORMATION:

Knox County Schools is composed of 92 schools with more than 7,800 staff supporting over 58,000 students. Knox County Schools is focused on ensuring success for every student. Knox County Schools' goal is to establish high expectations for every school to provide an excellent education and grade level opportunities for all students. Additionally, our school system strives to improve outcomes for all students through evidence-based research, continuous improvement, and a differentiated approach. To best meet our goals, Knox County Schools is seeking a predictive benchmark assessment and progress monitoring tool to analyze the current status of projected student proficiency toward grade-level standards and develop instructional plans informed based on data.

For purposes of this RFP, definitions shall be as follows:

District: The team from the central office that supports the curriculum and instruction in all content areas.

Tier 1: The classroom where all students receive research-based, high-quality, general education instruction.

Predictive Benchmark Assessment: An assessment that is based on grade-level/content area standards that is administered at minimum 2 times per academic year to measure projected proficiency levels and provides formative assessment data and predict summative outcomes.

Data Reports: Reports that provide quantitative data that indicate district level proficiency rates, school level proficiency rates, grade level proficiency rates, class level proficiency rates, and student level proficiency rates.

Standards-Alignment: mirrors the rigor and expectations of Tennessee Academic State Standards.

Rigor: The result of student work that challenges student thinking in new and interesting ways.

Evidence-Based Research: Any concept or strategy that is derived from or informed by objective evidence—most commonly, educational research or metrics of school, teacher, and student performance.

Student Information System (SIS): a web-based platform that helps schools and district maintain student data online for easier management.

LMS: Learning Management System

AMS: Assessment Management System

Projected Proficiency Levels: aggregated projected proficiency data that helps us determine if a group of students might need appropriate interventions to achieve mastery.

4.3 FACILITIES:

Knox County Schools will provide all facilities for local training. Knox County School employees may also participate in formal training outside of Tennessee if necessary.

4.4 PARTICIPANTS:

Participants in professional development will be staff members (teachers, administrators, district personnel, instructional coaches, counselors, etc.) serving our students. Each school in Knox County will participate in administering the predictive benchmark assessment at a minimum of twice per academic year to grade levels assessed through statewide testing. Additionally, KCS educators and leaders will implement progress monitoring components using the predictive assessments at a district assessment level. The number of participants may vary. Vendors may work with an entire school/department staff, smaller school content teams and/or district

teams, individuals, or any combination thereof. A defined number of training sessions or participants is not guaranteed.

4.5 PROGRAM CONTENT AND METHODOLOGY:

The goal of Knox County Schools is to acquire K-12 predictive benchmark assessments with corresponding data and training to increase teacher knowledge of student proficiency levels on Tennessee Academic State Standards. Assessments should be aligned to high expectations, attend to instructional shifts and be based on research. Professional development for Knox County Schools' staff should include training, not only on using the benchmark assessments, but also how to analyze the data to make data-informed decisions regarding instruction for student learning.

Technology Requirements

- The digital platform must sync with Knox County Schools' current Learning Management System, Canvas.
- The platform must be fully compatible with MacBook laptops, Google Chromebooks and fully functional through the Chrome browser.
- Student data must be protected.
- Total Site License Price (To possibly include all 58,000+ students and 7,800+ staff)

Benchmark and Formative Assessment(s) Questions

- Within the platform there must be a robust question bank with assessment items that align to Tennessee Academic State Standards available at a teacher, school and district level.
- Questions and/or answers need to be carefully vetted and free of errors.
- The platform should include question types that represent all levels Webb's Depth of Knowledge.
- The assessment items must have technology-enhanced questions including multiple select, multiple choice, matching, graphing, numeric, multiple part, short answer and extended response.

Benchmark and Formative Assessment(s) Accommodations

- To be accessible to students' individual learning plans, the component must allow for specific student accommodations, including, but not limited to, read aloud (text-to-speech), highlighter, question flagging, calculator and note taking.

Benchmark Assessments

- Vendors must explain how they will provide predictive benchmark assessments for K-12 grade levels.
- The assessments must be accompanied by a digit platform to administer and store data reports.
- The assessments will be created by the vendor using new items and passages during each assessment window that are aligned to curriculum pacing.
- The district must have access to these benchmark assessments in PDF form.
- There must be multiple modes for delivering the assessment such our leaning management system Canvas or the use of a student access code that will expire when the testing window closes.
- The digital platform must have the ability to support a secure (lockdown) browser option for testing security measures.
- Predictability values need to be available to the district within one week after the closing of district benchmark assessments.

Formative Assessments

- Within the digital platform, there should be a district level, school level and classroom teacher level.
- The digital platform must provide the district the ability to generate district-specific assessments that are private to the district.
- The digital platform must allow the ability for teachers to generate assessments that are private to the teacher. The platform must allow for district leaders and teachers to collaborate and share customizable assessments.
- The platform must allow for assessments to be saved on individual teacher dashboards and as PDF copies. Additionally, the assessment options must support online submission as well as the potential to submit bubble sheets/scanned grading.

Data

- Benchmark assessments and formative assessments must be accompanied by a digital platform to administer the assessment and store data reports.

- Data from predictive assessment platform should include, but is not limited to the following:
 - Mastery Levels
 - Individual Student Reports
 - School Reports
 - Comparison Reports (school and teacher)
 - District Benchmark Reports with Predictive Scores
- The vendor must be able to support school leaders in developing a strategic plan to adjust instruction based on data from predictive benchmark assessment results to support grade-level and content area student achievement.

Professional Development

- The vendor must provide initial training and ongoing routine support.
- The vendor must be able to support district leaders in ensuring teachers have adequate learning opportunities centered on understanding the online platform, creating the assessments and understanding the data reports to adjust future instruction.
- The vendor should provide a how-to-guides for how to create an assessment, generate data reports and understanding those data reports.
- The vendor must have customer service and technical support available via telephone and email.

Proposers must submit the Specifications Checklist in SECTION V, TAB III of their response. If any requirement is not fully functional and operational in the current system, proposer must mark “NO”, with comment.

4.6 DELIVERY OF SERVICES:

TIMELINE: The vendor shall provide a detailed proposed timeline of the implementation plan for their program. The implementation plan should clearly support, streamline and provide accountability for any identified deliverables. This plan may include operational recommendations for Knox County Schools that will improve the efficiency and efficacy of the program. Implementation for students would need to begin at the beginning of the 2023-2024 school year.

Materials and services for a comprehensive system of support for school staff and students as they implement the standards-aligned benchmark assessments may include but are not limited to:

Materials and Services	Audience	Outcomes
Professional Development	School & District Staff Personnel using the program	Training personnel to create and administer assessments including troubleshooting guidance, access and interpret reports, and consult administrative (district and school) staff with implementation of AMS.
Ongoing Implementation Support	School & District Staff	Having a point of contact when issues arise as the program is implemented.
Data Analysis Support	School & District Staff	Understanding how to use the program and read various data reports to track student growth and identify best practices when adjusting for student needs.
Assessment Management Platform	District, School, Teacher & Student Levels	To be integrated with LMS (Canvas) and allow for formative and benchmark assessments to be delivered.
District Benchmark	Students, Teachers & Administration	Administered 2-3 times per year and mirrors TCAP. Developed for the district for each state tested area including grades 3-5 Social Studies and grades K-2 ELA and Math. Should be able to be delivered in PDF and on AMS with tools. Grades 5-12 digital assessments must include technology-enhanced items.
Assessment Item Bank	School & District Staff	Assessment items(questions) that have been vetted to aligned with state standards for the development of teacher-created and district-created assessments.
Digital resources that are integrated with existing LMS (Canvas)	School & District Staff, Students	Seamless implementation by staff. The program is easily accessed by students. Student data is protected.

4.7 EXPERIENCE AND REFERENCES:

The vendor must demonstrate experience with providing predictive benchmark assessments with a digital platform for testing administration, data reports, progress monitoring tool for district, school, and classroom use. Vendors must have experience with providing high-quality professional development pertaining to implementation of benchmarks, analysis of data, and supporting district and school leaders to make data-driven decisions regarding instruction.

EXPERIENCE: The vendor is to detail their organization's previous experience working with schools, districts, states, and/or countries to provide predictive benchmark assessments, a digital platform for testing administration and data reports, and professional development.

PROJECT TEAM: A diagram and written description of the proposed project team, with name and titles of the key individuals shown. For applicable team members, proposers are to submit education credentials and relevant work experience that support the program sought by this RFP. This information is to be submitted in Section V, Part V of the Proposal.

REFERENCES: The vendor must provide three (3) professional references relating to work of a similar scope completed within the last five (5) years. Include the name of the agency or institution, point of contact with both a telephone number and email address, and the nature and size of the Contract. Proposer must submit Attachment A. Do not list any Knox County Government entity or Knox County Schools.

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Failure to include requested information may result in the proposer being disqualified. Cost of preparation of proposals is the sole responsibility of the proposer.

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

TAB I PROPOSER INFORMATION

Company Name, Address, and Telephone Number(s)
Primary Contact Person's Name, Email Address and Telephone Number(s)
Proposers Vendor Number as assigned by Knox County
Tennessee Secretary of State Control Number (if applicable)
State of Tennessee Certificate of Authority (if entity is located outside of Tennessee)
Employer Identification Number (EIN)
Acknowledgement of any addenda issued by Knox County Procurement

TAB II SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

Letter must be signed by the principal of the company. Please sign the original in blue ink.

TAB III APPROACH TO PROGRAM CONTENT & METHODOLOGY (30 POINTS)

Proposer must thoroughly detail its approach to the Program Content and Methodology portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.5.

Proposers must include the Specification Checklist under this Tab.

TAB IV APPROACH TO DELIVERY OF SERVICES (30 POINTS)

Proposer must thoroughly detail its approach to the Delivery of Services portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirements outlined in Section 4.6.

TAB V EXPERIENCE & REFERENCES (20 POINTS)

Proposers must thoroughly detail its approach to the Experience and References portion of the Scope of Work. At a minimum, information provided must thoroughly address each of the requirement outlined in Section 4.7. Use Attachment A to provide references.

TAB VI PROPOSED COSTS (20 POINTS)

COST BREAKDOWN: Cost proposals must include a breakdown of the pricing for all aspects of the K-12 Standards-Aligned Benchmark Assessment project. Pricing must include all expenses. Propose a detailed breakdown of the costs including, but not limited to, number of hours to complete each requirement and hourly rates (if applicable), implementation costs, cost for digital platform, training, benchmark assessment(s), site license for entire district including students and staff, first year maintenance and support costs and travel per employee per day.

- Clearly identify the format of any training offerings webinar, on-site, etc, along with any minimum/maximum participant figures.
- Cost of yearly maintenance including upgrades to item/question bank and accommodations, benchmark assessments with predictability values years 2-3
- Travel Reimbursement for travel will be based on the Internal Revenue Service published rates for the dates of travel.
- Proposers must include the attached pricing sheet in this section. Failure to provide the cost sheet in your response will be considered during the evaluation process and may be just cause to deem your submittal non-responsive.

TAB VII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation, such as optional services to support district development. Information/pricing regarding supplementary materials/resources may be included in this section.

TAB VIII **EXCEPTIONS**

Please note all exceptions taken to any part this Request for Proposals. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB IX **ATTACHMENTS**

- References (Attachment A)
- Insurance Checklist (Attachment B)
- Iran Divestment Act/No Boycott of Israel (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Provide copies of all certifications/licenses required to perform the work detailed herein including a Knox County Business Tax License for Organization (if applicable)

Note: Failure to include requested information may result in the proposer being disqualified.

COST SHEET
RFP 3391
K-12 Standards-Aligned Benchmark Assessment

Company Name: _____

It is the intent of the County and Knox County Schools to provide the below pricing list in order to fairly and objectively evaluate the cost of a fully functional, turn-key system. Omission of line items below does not relieve proposers of the obligation to provide such items as are necessary to deliver a fully functioning system.

Software Maintenance and Support for the first year, **starting after final acceptance**, must be included in the total first year cost. Software maintenance and Support for years two (2) through three (3) shall be stated below. Software Maintenance and Support shall include, but not be limited to, annual preventative maintenance, any and all other system updates, new versions, enhancements, etc., that the vendor releases during the three (3) year period as well as any resulting costs for implementation, training, maintenance, support, etc., of such, and all other requirements of this RFP.

Background: Knox County Schools currently has 92 feeding sites, with the possibility of additional sites being added in the coming years. There are more than 7,800 staff members supporting over 58,000 students.

Failure to provide this cost sheet in your response will be considered during the evaluation process and may be just cause to deem your submittal non-responsive.

Implementation Costs: \$ _____

Total Cost for Digit Platform: \$ _____

Total Training Costs:
 (To include all training software, data analysis, travel, how-to-guides, materials, etc.) \$ _____

Cost per Benchmark Assessment and Predictability Values:
 (Aligned to K-12 Tennessee Academic State Standards.
 Developed for each state tested area based on Knox County Schools' Curriculum Pacing Guides. To include assessment accommodations.) \$ _____ x 2 = _____

Total Cost for Site License:
 (To include formative assessments and accommodations.
 Available for more than 58,000 students and 7,800 staff members.) \$ _____

First Year Maintenance and Support \$ _____

Total First Year Cost: \$ _____

Maintenance and Support Costs Year 2 \$ _____

Benchmark Assessment and Predictability Values Year 2 \$ _____ x 2 = _____

Maintenance and Support Costs Year 3 \$ _____

Benchmark Assessment and Predictability Values Year 3 \$ _____ x 2 = _____

Total Maintenance and Benchmark Assessment Costs Years 2-3 \$ _____

Cost Per Additional Benchmark Assessment K-12 \$ _____

Cost Per Hour of Additional Training (on-site) \$ _____ Maximum Participant _____

Cost Per Hour of Additional Training (webinar) \$ _____ Maximum Participant _____

SPECIFICATIONS CHECKLIST RFP 3391 K-12 Standards-Aligned Benchmark Assessment

TECHNOLOGY REQUIREMENTS	YES	NO	COMMENT
The digital platform will sync with Knox County Schools' current Learning Management System, Canvas.			
The platform will be fully compatible with MacBook laptops, Google Chromebooks and fully functional through the Chrome browser.			
Student data will be protected.			
The digital platform can support over 7,800 staff and more than 58,000 students.			
4.5 BENCHMARK AND FORMATIVE ASSESSMENT(S) QUESTIONS	YES	NO	COMMENT
Within the platform there is a robust question bank with assessment items that align to Tennessee Academic State Standards available at a teacher, school and district level.			
Questions and/or answers are carefully vetted and free of errors.			
The platform includes question types that represent all levels Webb's Depth of Knowledge.			
The assessment items have technology-enhanced questions including multiple select, multiple choice, matching, graphing, numeric, multiple part, short answer and extended response.			
4.5 BENCHMARK AND FORMATIVE ASSESSMENT(S) ACCOMMODATIONS	YES	NO	COMMENT
Allows for specific student accommodations, including, but not limited to, read aloud (text-to-speech), highlighter, question flagging, calculator and note taking.			
4.5 BENCHMARK ASSESSMENT(S)	YES	NO	COMMENT
The assessments are accompanied by a digit platform to administer and store data reports.			
The assessments will be created by the vendor using new items and passages during each assessment window that are aligned to curriculum pacing.			
The district will have access to these benchmark assessments in PDF form.			
There are multiple modes for delivering the assessment such the leaning management system, Canvas or the use of a student access code that will expire when the testing window closes.			
The digital platform has the ability to support a secure (lockdown) browser option for testing security measures.			
Predictability values will be available to the district within one week after the closing of district benchmark assessments.			
4.5 FORMATIVE ASSESSMENT(S)	YES	NO	COMMENT
Within the digital platform, there is a district level, school level and classroom teacher level.			

The district has the ability to generate district-specific assessments that are private to the district.			
The digital platform has the ability for teachers to generate assessments that are private to the teacher. The platform allows for district leaders and teachers to collaborate and share customizable assessments.			
The platform allows for assessments to be saved on individual teacher dashboards and as PDF copies. Additionally, the assessment options support online submission as well as the potential to submit bubble sheets/scanned grading.			
4.5 DATA	YES	NO	COMMENT
Benchmark assessments and formative assessments are accompanied by a digital platform to administer the assessment and store data reports.			
Data from predictive assessment platform includes, but is not limited to the following: mastery levels, individual student reports, school reports, comparison reports(school and teacher), district benchmark reports with predictive scores			
The vendor can support school leaders in developing a strategic plan to adjust instruction based on data from predictive benchmark assessment results to support grade-level and content area student achievement.			
4.5 PROFESSIONAL DEVELOPMENT	YES	NO	COMMENT
The vendor can provide initial training and ongoing routine support.			
The vendor can support district leaders in ensuring teachers have adequate learning opportunities centered on understanding the online platform, creating the assessments and understanding the data reports to adjust future instruction.			
The vendor can provide a how-to-guides for how to create an assessment, generate data reports and understanding those data reports.			
The vendor has customer service and technical support available via telephone and email.			

Include this specifications checklist in Tab III of the response.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3391**

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address: _____	
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

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Contact Person: _____	Phone Number: _____
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Dollar amount: \$ _____ (over life of contract)	
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**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3391**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																		
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																		
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																		
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">COMBINE SINGLE LIMIT (Per-Accident)</td> <td style="width: 30%;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per-Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	BODY INJURY (Per-Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)												
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PROPERTY DAMAGE (Per-Accident)																																					
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 20px;"></td> <td style="width: 20px;">OCC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td>POLICY</td> <td style="text-align: center;">X</td> <td>PROJECT</td> <td>LO</td> </tr> </table>	CLAIM MADE	X		OCC									GEN'L AGGREGATE LIMITS APPLIES PER				POLICY	X	PROJECT	LO	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;">LIMITS</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> </table>		LIMITS	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
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PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000																																				
NO	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																		
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																		
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																		
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																		
YES	9.	UMBRELLA LIABILITY COVERAGE	\$2,000,000																																		
NO		PROFESSIONAL LIABILITY																																			
NO NO NO NO	10.	<table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS & ENGINEERS</td> </tr> <tr> <td></td> <td>ASBESTOS & REMOVAL LIABILITY</td> </tr> <tr> <td></td> <td>MEDICAL MALPRACTICE</td> </tr> <tr> <td></td> <td>MEDICAL PROFESSIONAL LIABILITY</td> </tr> </table>		ARCHITECTS & ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> <td style="width: 30%;"></td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td></td> </tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM		\$2,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM																			
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\$1,000,000 PER OCCURRENCE/CLAIM																																					
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																		
NO	13.	MOTOR CARGO INSURANCE																																			
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																		
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																		
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																		
NO	17.	DISHONESTY BOND	\$																																		
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																		
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																		

- 20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.
- 21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.
- 22. Certificate of Insurance shall show the RFP number and title.
- 23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS NUMBER 3391**

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

**ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3391**

**AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

EXHIBIT B
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3391

Equal Employment Opportunity

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act

Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension

A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.

(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT C
Sample Contract
Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the “County” and (Contractor Name) hereinafter referred to as “Contractor”.

Whereas, the County requested proposals for K-12 Standards-Aligned Benchmark Assessment(s) for Knox County Government and Knox County Schools (Request for Proposals #3391) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals’ specifications and the Contractor’s proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of June 2023 and ends upon the 31st day of May 2024 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County’s Request for Proposals for K-12 Standards-Aligned Benchmark Assessment(s) per the Contractor’s response to Request for Proposals #3391; pursuant to all payments being subject to the County’s review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for K-12 Standards-Aligned Benchmark Assessment(s) pursuant to Request for Proposals #3391.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide K-12 Standards-Aligned Benchmark Assessment(s) detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the K-12 Standards-Aligned Benchmark Assessment(s) in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of K-12 Standards-Aligned Benchmark Assessment(s), and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the K-12 Standards-Aligned Benchmark Assessment(s) for the County in accordance with Request for Proposals #3391.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Request for Proposals #3391
- B. Contractor's Response to Request for Proposals #3391

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

BOARD CHAIR

Date: _____

KNOX COUNTY GOVERNMENT

MAYOR – Signature

GLENN JACOBS
MAYOR

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. _____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

LAW DIRECTOR – Signature

LAW DIRECTOR – Printed Name

Date: _____

VENDOR

AUTHORIZED SIGNATURE

VENDOR – Printed Name

CONTRACTOR
COMPANY NAME

Date: _____