



HAMBLEN COUNTY DEPARTMENT OF EDUCATION

**210 East Morris Boulevard
Morristown, Tennessee 37813**

Phone (423)586-7700 Fax (423)586-7747

Dr. Jeff Perry, Superintendent

Recruiting and Hiring Software

The Hamblen County Department of Education is seeking proposals for recruiting and hiring software.

Proposals should be submitted in a sealed envelope with **RECRUITING AND HIRING SOFTWARE PROPOSAL** written clearly on the outside. Proposals should be returned to Jessica Darnell, Supervisor of Human Resources at 210 E. Morris Blvd., Morristown, TN 37813 on or before 3:00 pm on March 15, 2022 at which time they will be opened in the Business Department of the Hamblen County Department of Education at the above-mentioned address. All proposals **MUST** arrive before the deadline in order to be considered. In the event our office is closed on the opening date, all proposals will be opened at 3:00 pm on the next business day the office is open. Faxed or emailed proposals will not be accepted. The Hamblen County Department of Education reserves the right to reject any and/or all proposals.

The deadline for submission of questions is February 25th. Addenda and or answers to questions received will be provided by email on or before March 4th. Vendors should submit their interest in submitting a proposal and any questions to Jessica Darnell at darnellj@hcboe.net in order to receive any addenda or answers to questions received.

Vendor References

The enclosed vendor reference form must be completed with all proposal submissions. The references listed on this form should be for K-12 public school districts that are comparable in size to the Hamblen County School District. Tennessee references are preferable.

Pricing

Please provide a detailed pricing guide for each product quoted. If you are submitting a proposal for multiple items, please provide any bundled pricing available. Please provide a separate pricing sheet for each item being quoted.

ADA Compliance

Please provide information regarding the ADA compliance of your software.

Implementation

Please provide a timeline for implementation. Describe the implementation process.

Training

Please describe your training plan for the items being quoted. Please provide any costs associated with training. In addition, please describe your plan for on-going training after implementation.

Client Support

Please describe the client support available for each item being quoted. If there is an additional cost for support, please provide pricing. Has your company won awards or been recognized for its exemplary support and service? Vendors must be able to provide 24/7/365 support for all software systems including system administrator support. Do you provide a dedicated support representative during business hours? What is the resolution time for service calls?

Data Conversion

Are data conversion services available for our historical data? If so, please provide pricing.

Security

Please provide information regarding hardware and software maintenance your company offers. Describe your disaster recovery and business continuity plans. Describe your policies and procedures you have in place to provide for the physical security of your data centers and other sites where confidential information will be housed, accessed, or maintained. Describe the security you have in place to protect employee and employer data. Describe any insurance coverage you have in place to recover any damages resulting from data breach or loss of data.

General Information

Conflict of Interest

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts issued by the Hamblen County Department of Education:

1. No employee, officer, or agent of the Hamblen County Department of Education shall participate in the selection or award or administration of a contract if a conflict of interest, real or apparent, would be involved.
2. Conflicts of interest may arise when one of the following has a financial or other interest in the vendor selected for the award:
 - a. The employee, officer, or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization which employs or is about to employ one of the above
3. The Hamblen County Department of Education employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything above nominal monetary value from contractors, potential contractors, or parties to sub-agreements.
4. Violations of this conflict of interest statement will be addressed by the immediate supervisor of the employee(s) involved. Penalties may include reprimand by the Superintendent of Schools, dismissal by the Superintendent of Schools, and any legal action necessary.

Non-Discrimination

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA

programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and compliant filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to the USDA and provide in the letter all the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

Equal Employment Opportunity Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) **Under Equal Order 11246, "Equal Employment Opportunity", all contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967), and Department of Labor Regulation 41CFR Part 60. Additional information may be obtained from the U.S. Department of Labor or the State's Department of Labor.** Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write to:

USDA
Director, Office of Civil Rights
1400 Independence Avenue, S.W.
Washington, DC 20250-9410
800-795-3272 (voice) or 202-720-6382(TDD)

USDA is an equal opportunity provider and employer.

Contract Period

The contract period shall begin July 1, 2022. Proposal pricing shall remain in effect through June 30, 2023 with options to renew up to five years.

Proposal Award

Consideration will be given to all proposals that are properly submitted within the guidelines of the specifications. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the vendor will be bound to honor the proposal as submitted. The proposal will be awarded in writing to the vendor whose proposal is the most competitive in terms of pricing, quality of products and services, and suitability to the needs of the Hamblen County Department of Education. It is the intent of the Hamblen County Department of Education to involve and utilize the best products and services at the best prices and to provide small and minority firms, women's business enterprises, and labor surplus area firms with increased opportunity to do business with the school district.

If a prospective vendor does not agree with the proposal award, disputes must be submitted in writing to Mr. Hugh Clement, Assistant Superintendent. The dispute must be submitted no later than 10 days after the proposal is awarded by the Board of Education. A written decision letter stating the outcome of the dispute investigation will be prepared by Mr. Clement and submitted to the protestor. This decision letter will be mailed to the protestor and will advise the protestor that he/she has a right to an additional review. No purchase from the proposal will be made until a final decision is rendered regarding the review.

Proof of Financial and Business Capability

Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Hamblen County Department of Education will make the final determination as to each vendor's ability.

Vendor Default

The Hamblen County Department of Education reserves the right, in case of vendor default, to re-award the contract to the next lowest proposal that meets the needs of the district.

Restrictive or Ambiguous Specifications

It is the responsibility of the prospective vendor to review the entire request for proposal and specifications and to notify Traci Antrican, with the Hamblen County Department of Education, if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question must be submitted by February 25, 2022.

Signing of Proposals

In order to be considered, all proposals must be signed.

Proposal Forms

Vendors are required to complete the proposal forms contained in the proposal packet. Failure to complete the forms may result in proposal rejection.

Iran Divestment Act

The Hamblen County Department of Education, by T.C.A. 12-12-101 – 12-12-103, is prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The enclosed Iran Divestment Act form must be returned in order for a proposal to be considered.

Debarment and Suspension

A proposal award shall not be made to parties listed on the governmentwide Excluded Parties List system in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180. The Excluded Parties List

System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

The Hamblen County Department of Education shall consider, to the maximum extent practicable, the purchase of domestic goods and services.

Non-Collusion

Vendors, 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. The enclosed non-collusion form must be signed and returned with all proposals.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations with Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Child Labor

The vendor agrees that no products or services will be provided or performed under this contract that have been manufactured or assembled by child labor.

Anti-Lobbying

Vendors, by submitting a signed proposal, certify that they have not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in conjunction with obtaining any Federal award.

Energy Efficiency

By submitting a signed proposal, vendors certify their compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Clean Air Act and Federal Water Pollution Control Act

By submitting a signed proposal, vendors certify their compliance 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).

Davis-Bacon Act

By submitting a signed proposal, vendors certify their compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In addition, vendors certify their compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Contract Work Hours and Safety Standards Act

By submitting a signed proposal, vendors certify their compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Criminal History Check

Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at the vendor'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 to enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

Independent Contractor

The vendor/contractor shall acknowledge that it and its employees serve as independent contractors and that the Hamblen County Department of Education shall not be responsible for any payment, insurance, or incurred liability.

Delivery

Each vendor shall furnish a certificate of Insurance issued by an insurance company showing that the Hamblen County Department of Education will be protected from loss or damage to property of third persons or to the carrier's own property, loss of damage to the Hamblen County Department of Education and injury or death to third persons or the carrier's employees. The carrier will assume full common liability of all shipment.

If the successful vendor fails to deliver on a specified date, and does not notify Traci Antrican, Supervisor of Business, the Hamblen County Department of Education reserves the right to terminate the contract in whole or in part after notification in writing.

Contract Termination

If the Vendor fails in full or in part to perform or comply with any provision of this proposal or the terms or conditions of any documents referenced and made a part thereof, the Hamblen County Department of Education may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Vendors with poor performance will be notified at the time of such performance and be given an opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market as to replace the item(s) rejected and/or not received. On all such purchases, the vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be one of the following:

- Quality
- Price
- Seviceability of item (damage)
- Product does not meet proposal specifications

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements

2. Failure to maintain/submit any report required of the vendor
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

Upon the occurrence of any event of breach, the Hamblen County Department of Education may take any or all of the following actions:

1. Give the vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of the breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor
2. Give the vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the vendor during the period from the date of such notice until such time as the Hamblen County Department of Education determines that the vendor has cured the breach, shall not be paid to the vendor
3. Set off against any other obligation the Hamblen County Department of Education may owe to the vendor any damages the Hamblen County Department of Education suffers by reason of breach
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

If the vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the vendor violates any terms of this contract, the Hamblen County Department of Education shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the Hamblen County Department of Education, the school district shall have the option of awarding the contract to the next lowest vendor or issuing a request for proposal again.

The Hamblen County Department of Education, may, by written notice to the vendor, terminate this contract without cause for any reason. Said termination shall not be deemed Breach of Contract by the Hamblen County Department of Education. The Hamblen County Department of Education must give notice of termination to the vendor at least 30 days prior to the effective date of termination. The vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Hamblen County Department of Education be liable to the vendor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Invoices and Statements

Invoices and statements must be mailed to the following address:

Hamblen County Department of Education
Attention: Traci Antrican
210 East Morris Boulevard
Morristown, TN 37813

Payments

Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month

Reports and Records

Contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Vendors must agree that the Hamblen County Department of Education, School Food Authority, the State Agency, and the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the vendor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

Audit Procedure

The Hamblen County Board of Education reserves the right to audit the initial proposal prices if a comparison of all vendors indicates that the prices submitted might be questionable.

Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment and services.

Indemnification

The vendor shall indemnify and hold harmless the customer, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this proposal; or by consequence or any negligence (excluding negligence by the customer, its agents or employees) in connection with the same; or by use of any improper, material or by or on account of any act or omission of said vendor or its subcontractors, agents, servants or employees. The vendor further agrees to indemnify and hold harmless the customer, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the vendor, its agents, associates, or employees. The indemnification provided above shall obligate the vendor to defend at its own expense or to provide for such defense, at the customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the customer which may result from the operations and activities under this proposal whether the installation operations be performed by the vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this proposal to the vendor shall obligate the vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Extension to Outside Agencies

The Hamblen County Department of Education reserves the right to extend the terms, conditions, and prices of this request for proposal to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this request for proposal. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods/services. The vendor agrees that the Hamblen County Department of Education shall bear no responsibility or liability for any agreements between the vendor and the other institution(s) who desire to exercise this option.

Hamblen County Department of Education
Bid Specifications- Hiring and Recruiting Software

Please provide any additional information that may not be reference in the Q&A document to include warranty, maintenance, and service information. Please list turnaround time on service calls.

	Yes	No	N/A	Comments
APPLICANT FUNCTION				
Is the system user friendly on a computer, mobile device, or tablet for applicants?				
Does the system have the capability to upload documents?				
Does the system have the capability to highlight missing information on application?				
Does the system have the capability to send confirmation of submission of application?				
Does the system have the capability to ability to save applicant's contact information?				
Does the system have the capability to ability to send reminders for references?				
Does the system have the capability for the application to be saved and resumed at a later time?				
Does the system have the capability for the applicant to apply for multiple positions within the districts and search using mulitple criteria?				
Does the system have the capability for the applicant to make revisions or withdraw from a position opening?				
DISTRICT FUNCTION				
Does the system have the capability to view applications easily?				
Does the system have the capability to search/filter applications?				
Does the system have the capability to rate applicants on a scale?				

Hamblen County Department of Education
Bid Specifications- Hiring and Recruiting Software

Please provide any additional information that may not be reference in the Q&A document to include warranty, maintenance, and service information. Please list turnaround time on service calls.

	Yes	No	N/A	Comments
Does the system have the capability to record notes and view notes made by others?				
Does the system have the capability to grant different access levels for different users?				
Does the system have the capability to deactivate and reactivate applicants if needed?				
Does the system have the capability to allow users to see which candidates have been viewed and which candidates have not been viewed?				
Does the system have the capability to communicate to applicants of new job openings?				
SYSTEM FUNCTION				
Does the system have the capability to identify applicants by unique personal identification number?				
Does the system have the capability to maintain and store data and applicant records?				
Does the system have the capability to use electronic signature?				
Does the system have the capability to time stamp and date content?				
Does the system have the capability to post open positions to external job boards and/or social media?				
Does the system have the capability to integrate with the payroll system Skyward?				

IRAN DIVESTMENT ACT CERTIFICATION

I understand that under the Iran Divestment Act, T.C.A. 12-12-101—12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T.C.A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void *ab initio* under T.C.A. 12-12-110. The list is published on the Tennessee Department of General Services' website at:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

CERTIFICATION

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

Bidder Name

Bidder Signature

Date of Certification



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

VENDOR REFERENCE LIST

VENDOR: _____

PLEASE PROVIDE K-12 REFERENCES:

COMPANY NAME _____

CONTACT NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

COMPANY NAME _____

CONTACT NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

COMPANY NAME _____

CONTACT NAME _____

ADDRESS _____

PHONE _____

EMAIL _____