

REQUEST FOR PROPOSALS
Master Scheduling and Staffing Software

The Hamblen County Dept. of Education will receive sealed bids for the provision of **Master Scheduling and Staffing Software** as specified herein. Bids must be received by **2:00 PM EST** on Monday, **March 7, 2022**. Late bids will not be considered nor returned. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen carrier. If your bid is received after the deadline, it will be automatically disqualified.

RFP Item# AI22.07.03.1 - Master Scheduling and Staffing Software
Bid Open Date March 7, 2022 2:00 PM EST

All questions regarding this RFP/Bid **MUST** be submitted via email by the deadline noted in this document. Please reference RFP Item Number in subject line of email. Phone calls will not be accepted. Please submit questions to SmithB@hcboe.net .**In the e-mail subject line, use: Questions AI22.07.03.1**

<p>DELIVER BIDS TO:</p> <p>AI22.07.03.1 Master Scheduling and Staffing Software</p> <p>Opening Date: March 7, 2022 2:00 p.m.</p> <p>Hamblen County Dept. of Education</p> <p>Administration and Instruction</p> <p>210 East Morris Blvd.</p> <p>Morristown, TN 37813</p> <p>THE BID ENVELOPE MUST SHOW THE BID NUMBER, NAME ,OPENING DATE, CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE.</p>

SECTION I GENERAL TERMS AND CONDITIONS

Additional Information:

- 1.1 Send requests for additional information to Harold Jones, Supervisor of Technology & Communications, SmithB@hcboe.net . Please reference RFP Item No. in subject line of email. Information about the Hamblen County Department of Education current bids may be obtained on the Internet at <https://www.hcboe.net/bidsandrfps>

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Remanufactured Equipment:

- 1.2 Vendors are advised that remanufactured or refurbished equipment will not be accepted for this bid.

Recycling Efforts:

- 1.3 Vendors are to state the percentage of product made from recycled materials. Specify the amount of post consumer waste separately from pre-consumer recycled content.

Conflict of Interest:

- 1.4 Vendors must have a "non-conflict of interest" affidavit on file prior to contract award.

Non-Discrimination:

- 1.5 Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Processing Time For Payment:

- 1.6 Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

Alternative Bids:

- 1.7 Hamblen County Department of Education will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.

Multiple Bids:

- 1.8 Hamblen County Department of Education will consider multiple bids that meet specifications.

Taxes:

- 1.9 Hamblen County Department of Education purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

Delivery:

- 1.10 Vendors are to state the delivery time in the bid. Hamblen County Department of Education requires that vendors deliver all products FOB "free on board" to final destination.

Bid Acceptance:

- 1.11 Vendors shall hold their price firm and subject to acceptance by Hamblen County Department of Education for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

Electronic Transmission Of Bids:

- 1.12 The Hamblen County Department of Education will not accept telegraphic or electronically transmitted bids.

Award:

- 1.13 Award will be made based upon the criteria set forth in section III of this bid document. Hamblen County Department of Education reserves the right to award this bid on an item by item basis, a schedule basis or an "all or none" basis-whichever is in the best interest of the County. Hamblen County Department of Education also reserves the right to not award this bid or to reject any and all bids.

Proof Of Financial And Business Capability:

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

Vendor Default:

- 1.15 Hamblen County Department of Education reserves the right, in case of vendor default, to procure the articles 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, Hamblen County Department of Education reserves the right to remove the vendor from the HCDOE's bidders list for twenty-four months.

Restrictive Or Ambiguous Specifications:

- 1.16 It is the responsibility of the prospective bidder to review the entire invitation for bids (IFB) packet and to notify the Hamblen County Department of Education, Department of Instructional Technology if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Technology Department not less than one week (5 days) prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.

Bid Delivery:

- 1.17 Hamblen County Department of Education requires bidders, when hand delivering bids, to deliver said bid to the Hamblen County Dept. of Education, Department of Administration and Instruction between the normal business hours of 8:00 am and 4:30 pm, Monday through Friday. The Hamblen County Department of Education is not responsible for delivery times of your carrier. If your bid is received after the deadline, it will be automatically disqualified. Inclement weather is always a possibility and the district office may be closed on bid activity dates. It is the vendor's responsibility to contact the Hamblen County Department of Education at 423-586-7700 to verify that the district office is open.

Duplicate Copies:

- 1.18 Hamblen County Department of Education requires that bids be submitted in duplicate.

Term Bid Agreements:

- 1.19 If this bid results in a term bid contract with the vendor, Hamblen County Department of Education must receive all general price decreases that other customers receive.

Signing Of Bids:

- 1.20 **In order to be considered all bids must be signed. Please sign the original in blue ink.**

Use Of Bid Forms:

- 1.21 Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

Waving Of Informalities:

- 1.22 Hamblen County Department of Education reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamblen County Department of Education.

Subcontracting:

- 1.23 Hamblen County Department of Education will award this bid to one vendor. The successful vendor may not subcontract the award without the written consent of the Hamblen County Department of Education.

New Material:

- 1.24 Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.

EXPENSE OF BID PREPARATION:

- 1.25 Hamblen County Department of Education or representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentations of Contractor's bid response.

Cooperative Purchasing:

- 1.26 Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

Title VI Of The Civil Rights Act:

- 1.27 "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 Hamblen County Department of Education that all its services and activities be administered in conformance with requirements of Title VI.

Envelope Cover:

- 1.28 Bids and modifications thereof shall be enclosed in sealed envelopes addressed to Hamblen County Department of Education, Technology Department, with the name and address of the bidder, the date and hour of opening, and the bid number "AI22.07.03.1 Master Scheduling and Staffing Software" on the face of the envelope. Electronically transmitted, telegraphic or facsimile bids will not be considered. Bids received without the envelope information will not be considered. The envelope should have the following clearly labeled: the Contractor's license number and the date of license expiration.

Late Bids

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- 1.29 Bids and modifications or withdrawals thereof received after the time set for opening will not be considered. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen delivery carrier. If your bid is received after the deadline, it will be automatically disqualified.

Discounts

- 1.30 1. Prompt payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.
2. In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at a point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in Technology Department, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant.

Response Submission

- 1.31 Responses to this RFP must be submitted in sealed packages and delivered to Hamblen County Department of Education Technology Department, 210 E Morris Blvd. Morristown, TN, 37813, no later than 2:00 PM EST on March 7, 2022, so that this RFP is in compliance with the Federal Communication Commission's competitive bidding requirement for Universal Service Fund (USF) support and services. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The HCDOE will reject all late arrivals. The Vendor must submit two (2) copies of the response along with any required supporting documentation. **"AI22.07.03.1 Master Scheduling and Staffing Software" should be clearly marked on the face of the envelope containing the bid along with the opening date of March 7, 2022.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial bids will be allowed. Oral, telephone, faxed or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. Bids made out in pencil will NOT be accepted. Bid must be notarized. Prior to commencement of work, Vendor will name contractee as additional insured for liability purposes.

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Interpretation and Changes

- 1.32 The intent of this RFP is to communicate the HCDOE's requirements to any qualified and interested bidder. Our intention is to receive bids for the item as stated in Section 1 of this RFP. The HCDOE may make corrections, or changes to the RFP. If the HCDOE makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the HCDOE to mail or deliver any ADDENDUM to all parties who have requested and received the RFP and returned the notice to proposers form . ADDENDUMS will be issued as expeditiously as possible (by FAX, if necessary, followed by original documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

Addendum

- 1.33 It will be the responsibility of all respondents to contact The HCDOE prior to submitting a response to the RFP to ascertain if any ADDENDUM have been issued, and to obtain any and all ADDENDUMS, execute them, and return ADDENDUM with the response to the RFP.

Questions

- 1.34 Questions regarding this RFP must be submitted in writing/email. The HCDOE must receive questions no later than five (5) business days before the bid opening or the questions will be considered null and void. Responses to all questions received in proper timeframes will be made in writing and posted with the RFP on the HCDOE Website. Phone calls will not be accepted.

Proposal Binding Period

- 1.35 Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the HCDOE from the vendor.

Omissions

- 1.36 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 or services.

Service Length

- 1.37 The contractual term of this contract will be one (1) year(s) with options to renew up to a total of five (5) years.

Patents and Royalties

- 1.38 The Vendor, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Indemnification

- 1.39 The Vendor shall indemnify and hold harmless The HCDOE, 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 Contract; or by consequence or any negligence (excluding negligence by The HCDOE, 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 HCDOE, 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 HCDOE'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 HCDOE which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this Contract 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.

Right to Reject

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- 1.40 The HCDOE reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Hamblen County Department of Education. The HCDOE reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The HCDOE reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the HCDOE is not in a position to adequately perform the contract. The HCDOE reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Hamblen County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Hamblen County School Department of Education.

Vendor Registration

- 1.41 Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please fax the application to (423) 585-3772 or by e-mail at LambL@hcboe.net at least **5 days prior to the bid opening**. **Registration form is only good for THIS RFP/BID. Do not send this form with the bid. Please see page 31 of bid for the vendor registration form.**

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

THESE TERMS AND CONDITIONS SHALL BE PART OF THE CONTRACT. HAMBLLEN COUNTY DEPARTMENT OF EDUCATION RESERVES THE RIGHT TO NEGOTIATE OTHER TERMS AND CONDITIONS IT DEEMS APPROPRIATE AND NECESSARY UNDER THE CIRCUMSTANCES TO PROTECT THE PUBLIC TRUST.

Incorporation:

- 2.1 All specifications, drawings, technical information, invitation to bid, bid, 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.

Alterations Or Amendments:

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2.2 No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Hamblen County Department of Education without the prior written approval of the Hamblen County Department of Education.

Assignment:

2.3 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 Hamblen County Department of Education.

Warranty:

2.4 Contractor warrants to Hamblen County Department of Education that all items delivered and all services rendered shall conform to the specifications, drawings, bid, 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 Hamblen County Department of Education all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the HCDOE. Return of merchandise not meeting warranties shall be at contractor's expense.

Remedies:

2.5 Hamblen County Department of Education 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, right of set-off, refund, incidental, consequential, and compensatory damages and reasonable attorneys fees.

Inspection And Acceptance:

2.6 Warranty periods shall not commence until Hamblen County Department of Education inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Hamblen County Department of Education. Hamblen County Department of Education 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.

Order Of Precedence:

2.7 In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence

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shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

Severability:

- 2.8 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.

Governing Law:

- 2.9 This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Hamblen County Department of Education, Tennessee. The Chancery Court and/or the Circuit Court of Hamblen County Department of Education, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

Default:

- 2.10 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, 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. Hamblen County Department of Education expressly retains all its and remedies provided by law in case of such breach, and no action by Hamblen County Department of Education shall constitute a waiver of any such rights or remedies. In the event of termination for default, Hamblen County Department of Education reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

Termination:

- 2.11 HCDOE may terminate this agreement with or without cause at anytime. 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.

Appropriation:

- 2.12 In the event no funds are appropriated by Hamblen County Department of Education 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.

Compliance With All Laws:

- 2.13 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.

Indemnification/Hold Harmless:

- 2.14 Contractor shall indemnify, defend, save and hold harmless Hamblen County Department of Education, 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.

Right to Inspect

- 2.15 Hamblen County Department of Education reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

Books and Records

- 2.16 Contractor 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 HCDOE 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 Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

Child Labor

- 2.17 Contractor agrees that no products will be provided or used under this contract which have been manufactured or assembled by child labor.

SECTION III SPECIAL TERMS AND CONDITIONS

Intent:

- 3.1 The intent of these specifications is to convey to prospective bidders the type of computer equipment requested by Hamblen County Department of

Education. Hamblen County Department of Education requests that prospective bidders price the items in SECTION IV as well as state a percentage of mark-up or discount on non-specified items.

Term:

- 3.2 The contract will be for One (1) year beginning approximately March 08, 2022 and continue through June 30, 2023. Upon mutual consent of both parties, the agreement may be renewed for four (4) additional one (1) year periods, for a total term of five (5) years.

Escalation Provision:

- 3.3 The responder warrants that the unit price stated herein shall remain firm for a period of not less than one (1) calendar year from the first day of the contract period. If the responder's unit price is increased after one (1) calendar year, the contract unit price may be increased upon approval of the responder's written request to the Purchasing Agent.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested with documentation to support requested adjustment (i.e., appropriate bureau of labor statistics, change in manufacturer's price, etc.). Such price adjustment shall be by the same percentage as documented.

Bid Modification:

- 3.4 This bid may be modified accordingly provided that:

The aggregate of the increase in the contract unit price made under this clause shall not exceed a total of ten percent (10%) of the original contract unit price. If this contract is renewed, the percentage increase shall not exceed ten percent (10%) per contract period on the prices prevailing at the time of renewal;

The increased contract unit price may be effective after one (1) calendar year provided that the responder submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

The increased contract unit price shall not apply to orders received by the vendor prior to the effective date of the increased contract unit price. Orders placed, via county purchase order, shall be considered to have been received by the responder after the fifth (5th) calendar day following

the date of signature by the Purchasing Agent or his authorized representative;

Within thirty (30) calendar days after receipt of a responder's written request, the County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

Quantity Purchase:

- 3.5 Vendor should make additional discounts available to HCDOE for quantity purchases.

Termination:

- 3.6 Should the responders fail to meet the Requirements of this contract, HCDOE may terminate the Contract upon a thirty (30) day written notice.

Evaluation:

- 3.7 Evaluation will be made on the following Criteria:
This contract will be awarded to the most cost effective provider who submits a complete and accurate submittal that meets the stated requirements. Prices of eligible services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include, but are not limited to prior experience, including past performance, compliance with specificatoin, including schedule compliance; cost of ineligible products and services; and specified product. The Hamblen County Department of Education does not guarantee award of a contract and reserves the right to reject all bids.

1	Total Price	45 Points
3	Prior Experience in K-12 Education	5 Points
4	Adequacy/Compliance with Bid Specifications	10 Points
5	Deployment and Installation	15 Points
6	Specified Features / Mangement (hardware, software maintenance and upkeep)	10 Points
7	Local or in-state	5 Points

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	vendor/office	
8	Vendor Capabilities: Demonstrated ability of vendor to provide services/product (including references), reputation of vendor, vendor's past relationship with district if applicable	10 Points

Response:

3.8 Vendors shall bid in the following manner:

Provide, with their bid, a copy of the most recent vendor pricelist.

State the percentage of mark-up or discount from the aforementioned price list to HCDOE.

Vendors shall submit their responses with the products, F.O.B. destination to Hamblen County Department of Education, Department of Administration and Instruction, 210 East Morris Blvd., Morristown, TN 37813.

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

Quantities:

3.9 HCDOE does not guarantee any quantities during the term of this agreement. However, it is to be noted that HCDOE expended approximately one hundred thousand (\$100,000.00) dollars during the previous fiscal year.

Warranty:

3.10 All products shall be at least 3 year warranty of quality and performance of the product(s). Items with defects in materials or workmanship will be repaired, replaced, or substituted for the practical warranty of the product(s).

SECTION IV VENDOR RESPONSE:

4.0 Master Scheduling and Staffing Software

It is the intent of the Hamblen County Department of Education to secure a source to provide Master Scheduling and Staffing Software in accordance with all requirements state herein. Equivalent bids will be accepted as long as they are an equivalent for these specifications. The solution selected it is anticipated that the initial purchase will be 10,000 licenses for student laptops and potential for additional units each year of the contract or extension of the contract pending funding.

Vendors may submit alternative solutions as long as the solution is an equivalent make and model. All equipment shall be new, factory-sealed equipment currently available from the manufacturer; the District will not accept proposals of used, remanufactured, refurbished, "B stock," returns, open-box, discontinued, "gray market," or equipment in any condition other than new and factory-sealed with all original manufacturer warranties. The Hamblen County Department of Education reserves the right to adjust quantities prior to purchasing to meet the needs of the school system, and shall have the sole discretion to evaluate, ascertain, and determine whether any item proposed or offered by any bidder is in fact an equivalent or better for any item listed below. It is the vendor's responsibility and obligation to provide documentation and other evidence that alternative equipment is functionally equivalent or better. Failure to show equal functionality may result in the disqualification of the bid.

Item 1 – Master Scheduling and Staffing Software(Anticipated Quantity in original order Two(2) High Schools and Four(4) Middle Schools (5,116 Students)

Software create and build Master Schedule and Staffing. The results of this RFP/Bid will result in an award to one vendor for a single and comprehensive solution. If no single solution sufficiently meets cost-effectiveness, accessibility, integration, and ease of use, a winning RFP/Bid may not be awarded.

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Minimal requirements **MUST** be met in order for the RFP/Bid proposal to be considered. The following are **MANDATORY MINIMUM REQUIREMENTS**:

1. Integrates with the district's SIS (PowerSchool) on a nightly basis to sync student course requests that update during the spring semester.
2. Shows student conflict in real time.
3. Minimizes student conflict using a visual master schedule board that shows live conflicts.
4. Allows administrators to create Teams, Families, or academies amongst faculty.
5. Can create schedules that support traditional 6/7 period bell schedules, block schedules and modified block schedules easily.
6. Allows builders the flexibility to inter-mix single and double blocked classes amongst the schedule easily. The scheduler can also support multi-semester classes and triple blocked options. Blocked classes may be split amongst block days as well.
7. Provides flexibility and training/best practices on scheduling singletons and doubletons based on priority and school need.
8. Supports the balancing and priority scheduling of special education and other identified populations. Other supported special populations include: 504, EL, Sheltered, and Homeless.
9. Staffing module gives administrators the ability to make and adjust teacher assignments from year to year.
10. Ability to allow builders to balance class loads across each period of the day by grade level during the initial schedule build.
11. Allows for dual enrollment of multiple course titles in a single period.
12. Ability to provide the district with precise FTE needs across each subject and category of course requests.
13. Training led by certified master scheduling experts
14. Reliable Help Line

4.9 Percentage of “discount off” from current Price List on catalog items not listed on these pages.

SECTION V VENDORS INFORMATION AND PRICING

Schedule of Events

5.0 The following is the required schedule of events for this project. The schedule may change the results of the responses and a final schedule will be established prior to contracting with

Event	Date
1. Release of RFP to Bidders	February 14, 2022
2. Mandatory Bidder’s Conference at B.O.E.	N/A
3. Deadline for Proposal Submission	March 7, 2022
4. Evaluation of Responses	Beginning March 7, 2022 until completed
5. Contract Award	To be determined
6. Installation Starts	To be determined after receipt of order
7. Installation Completed	To be determined

SECTION VIII RESPONSE TO BID

SECTION IX ADDITIONAL TERMS, CONDITIONS AND AWARD CRITERIA

Quantities:

9.1 Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. Consequently, the utilization of the contract may vary significantly from fiscal year to fiscal year. The successful vendor is not guaranteed a specific amount of sales during the contract period.

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SECTION VIII VENDOR INFORMATION AND PRICING
Bid Response Form – AI22.07.03.1 Master Scheduling and Staffing Software

Vendor Name _____

Vendor Address _____

Telephone # (____) _____ - _____ **FAX #** (____) _____ - _____

Toll Free # (____) _____ - _____ **E-mail** _____

Contact Person _____

Authorizing Signature _____

HCDOE Business License Number (If Applicable) _____

State of TN Sales Tax Number (If Applicable) _____

I acknowledge the receipt of:

Addenda 1 **Yes** **No**

Addenda 2 **Yes** **No**

Addenda 3 **Yes** **No**

Please list all warranty information concerning length and coverage below:

Guaranteed days till delivery after receipt of order _____ **Days**

Percentage of Mark-Up or Discount (*Vendors shall bid one or the other*) _____ **% Mark-Up**

_____ **% Discount**



Bid Response Form – Digital Classroom Management and Monitoring Software

Page 1 of 10

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor’s bid may include additional quote pages in the vendor’s preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as “See Page XX,” “Refer to Page XX,” etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

TO: The Hamblen County Department of Education, Morristown, Tennessee,

VENDOR:

Name of Firm

Mailing Address

City, State, Zip Code

Representative’s Name (Type or Print): _____

*Authorized Signature: _____

Date: _____ Telephone: (_____) _____ - _____

Email: _____

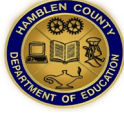
Operating as an individual corporation organization and existing under the laws of Tennessee, or a Partnership, or a joint venture consisting of,

_____.

*Signature certifies the proposed solution and services meet all requirements outlined in this document and the vendor will comply with all specified requirements unless exceptions are noted below.

AI22.07.03.1

Master Scheduling and Staffing Software



Bid Response Form – Master Scheduling and Staffing Software Page 2 of 10

EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS
(Attach additional pages if needed)

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted.

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below: (Note: Unacceptable exceptions shall remove your proposal from consideration for award. The Hamblen County Department of Education shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)



Bid Response Form – Digital Classroom Management and Monitoring Software

Page 3 of 10

Pricing for these services and products **MUST be provided in the Bid Response Form provided with this RFP**. The vendor's bid may include additional quote pages in the vendor's preferred format. However, **all pricing must be entered in the Bid Response Form**, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration. Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.

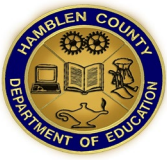
Master Scheduling and Staffing Software		
	Per Unit	Total Cost
<p>Item 1 – Digital Classroom Management and Monitoring Software (5,116 Students)</p> <p>Note: If the solution has a tiered pricing structure, please attach the tiered pricing structure as part of this RFP/Bid. You are not required to enter that structure in this form but must attach the information to this bid. The pricing entered on this form should be based on the quantity specified.</p>	\$ _____ per unit	\$ _____ total order (2 High Schools and 4 Middle
	-	-

Additional Costs :	Per Unit	Total Cost
Setup and Integration _____	\$ _____ per _____	\$ _____ total order
Implementation and Training _____	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order

AI22.07.03.1

Master Scheduling and Staffing Software

Specify Item: _____	\$ _____ per _____	\$ _____ total order
Specify Item: _____	\$ _____ per _____	\$ _____ total order
Total Cost	\$ _____	\$ _____ total order



Mandatory Minimum Requirements Checklist

Mandatory Requirement	Yes (Y) or No (N)
1. Integrates with the district's SIS (PowerSchool) on a nightly basis to sync student course requests that update during the spring semester.	
2. Shows student conflict in real time.	
3. Minimizes student conflict using a visual master schedule board that shows live conflicts.	
4. Allows administrators to create Teams, Families, or academies amongst faculty	
5. Can create schedules that support traditional 6/7 period bell schedules, block schedules and modified block schedules easily.	
6. Allows builders the flexibility to inter-mix single and double blocked classes amongst the schedule easily. The scheduler can also support multi-semester classes and triple blocked options. Blocked classes may be split amongst block days as well.	
7. Provides flexibility and training/best practices on scheduling singletons and doubletons based on priority and school need.	
8. Supports the balancing and priority scheduling of special education and other identified populations. Other supported special populations include: 504, EL, Sheltered, and Homeless.	
9. Staffing module gives administrators the ability to make and adjust teacher assignments from year to year.	

10. Ability to allow builders to balance class loads across each period of the day by grade level during the initial schedule build.	
11. Allows for dual enrollment of multiple course titles in a single period.	
12. Ability to provide the district with precise FTE needs across each subject and category of course requests.	
13. Training led by certified master scheduling experts	
14. Reliable Help Line	



Notarized Bid Compliance Form – Master Scheduling and Staffing Software

Having carefully examined the invitation to bid documents prepared by Hamblen County Department of Education entitled AI22.07.03.1 Computers, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total contract price shown and under the terms of the attached contract. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the HCDOE to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to Bid, the undersigned proposes to furnish all items for a total sum of:

Signature: _____

Title: _____

Date: _____

THIS BID MUST BE NOTARIZED Sworn and subscribed before me this

_____ day of _____ 20__

Notary Public

My commission expires: _____



**NON –COLLUSION INDEPENDENT PRICE DETERMINATION
NON-DISCRIMINATION AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME HERE

DATE _____

Please indicate which of the following apply to your company:

- _____ African Owned
- _____ Asian Owned
- _____ Caucasian Owned
- _____ Hispanic Owned
- _____ Native American Owned
- _____ Other Owned
- _____ Woman Owned



NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you **must** provide the information requested below to Hamblen County Department of Education's Department of Administration and Instruction. Please send this information to Betina Forte via fax at (423) 585-3772 or by e-mail at LambL@hcboe.net. **Hamblen County Department of Education will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

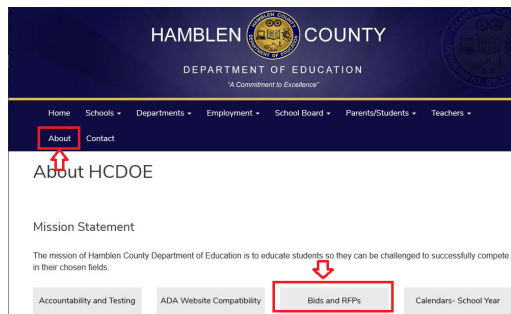
RFP number	AI22.07.03.1	Master Scheduling and Staffing Software
Company name	_____	
Mailing address	_____	

Phone number	_____	
Fax number	_____	
Contact person	_____	
E-mail address	_____	

Send amendments by (check one): fax
 e-mail

E-mailed amendments will be sent in a PDF format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Hamblen County Department of Education.

Amendments also will be posted on the Hamblen County Department of Education's web site (<http://www.hcboe.net>) in a PDF format.



AI22.07.03.1

Master Scheduling and Staffing Software



Reference Form – Digital Classroom Management and Monitoring Software

Three recent references (school systems similar in size to the Hamblen County Department of Education (10,000 students, 18 schools, 23 sites including district site or larger preferred.- PREFERABLY REFERENCES THAT USE POWERSCHOOL)

District Reference #1	
Contact	
Phone	
Address	
Scope of Services(SIS USED)	
Email address of Contact	
District Reference #2	
Contact	
Phone	
Address	
Scope of Services(SIS USED)	
Email address of Contact	
District Reference #3	
Contact	
Phone	
Address	
Scope of Services(SIS USED)	
Email address of Contact	



Hamblen County Department of Education Vendor Registration Form

Please send this information to Lara Lamb via fax at (423) 585-3772 or by e-mail at LambL@hcboe.net.

RFP number	AI22.07.03.1	Master Scheduling and Staffing Software
Company name	_____	
Mailing address	_____	

Phone number	_____	
Fax number	_____	
Contact person	_____	
E-mail address	_____	
SPIN Number (FCC Vendor Number/Identifier)	_____	

Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Hamblen County Department of Education, Department of Administration and Instruction. Please fax the application to (423) 585-3772 or by e-mail at LambL@hcboe.net at least **5 days prior** to the bid opening. **Do not send this form with the bid.**



Response Cover Sheet Hamblen County Department of Education

	Name of Respondent			
	Mailing Address	City	State	Zip Code
	Telephone	Fax	Web Address	
	Primary Contact for Clarification		Primary Contact Email Address	
	Authorized Signatory		Authorized Signatory Email Address	
	Respondents DUNS No.			



Hamblen County Department of Education

Bid Response Label

DELIVER BIDS TO:

**Hamblen County Dept. of Education
Administration and Instruction
210 East Morris Blvd.
Morristown, TN 37813**

**AI22.07.03.1 Master Scheduling and Staffing Software
Opening Date: March 7, 2022 – 8:00 AM**

**CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE
& EXPIRATION DATE (If applicable):**



Iran Divestment Act Certification Form – Digital Classroom Management and Monitoring Software

This certification must be completed by each bidder in order to be considered.

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 *ad 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](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.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