

## SHELBY COUNTY BOARD OF EDUCATION

**PROCUREMENT SERVICES**

160 South Hollywood Street, Room 126 □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-5376

(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)**REQUEST FOR PROPOSAL***(NOT AN ORDER)*

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **12 OF APRIL @ 2:00 PM, CT 2016**

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Respondents shall be paid only when delivery is complete. *\*For the appropriate purchases, all material data safety data sheets (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.*

**PROPOSAL FOR PROFESSIONAL LEARNING MANAGEMENT SYSTEM**

The Shelby County Board of Education ("SCBE") invites the submission of comprehensive Professional Learning Management System that allows users to support and evaluate employees using a multi-measure rubric.

Proposals **MUST** be received by Shelby County Schools ("SCS" or "District") by the due date and time set forth above.

Questions regarding general submission of Proposals may be directed to SCS via telephone at (901) 416-5376.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to mungahf@scsk12.org, and received by SCBE no later than 2:00PM/CT on March 29, 2016.

**ISSUED BY: FAITH MUNGAH****RFP# 03/22/2016**

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Proposals are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction.

**INVOICES WILL BE PAID ACCORDING TO Negotiated TERMS****TIME REQUIRED FOR DELIVERY \_\_\_\_\_ DAYS****TERMS \_\_\_\_\_****PHONE \_\_\_\_\_ FAX # \_\_\_\_\_****E-MAIL ADDRESS \_\_\_\_\_****NAME OF FIRM****ADDRESS****CITY****STATE****ZIP CODE****\_\_\_ CHECK HERE IF YOU ARE A MINORITY VENDOR****\_\_\_ CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR****PRINT AUTHORIZED REPRESENTATIVE N**

**PLEASE NOTE:** Per the Local Vendor Preference Resolution adopted by the Shelby County Board of Education Members on January 29, 2013, local vendors must have physical address located within the limits of Shelby County. A Post Office Box

"Shelby County Board of Education does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age."

Shelby County Board of Education  
160 South Hollywood Street, Room 126  
Memphis, Tennessee 38112

## REQUEST FOR PROPOSAL

SUBJECT: **PROFESSIONAL LEARNING MANAGEMENT SYSTEM**

DATE: March 22, 2016

PROPOSAL DUE DATE: **April 12, 2016**

PROPOSAL DUE TIME: **2:00 P.M.**

The Shelby County Board of Education ("SCBE") invites the submission of Proposals for the provision of services related to comprehensive Professional Learning Management System for 12,000 users in accordance with the specifications enclosed herewith.

Proposals **MUST** be received by SCBE by the due date and time set forth above. Questions regarding general submission of Proposals may be directed to SCS via telephone at (901) 416-5376.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to **munghf@scsk12.org**, and must be received by SCBE no later than **2:00PM/CT on March 29, 2016**. Subject line of email shall read "**PROFESSIONAL LEARNING MANAGEMENT SYSTEM**". Questions must include a return e-mail address and specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.** All questions and answers will be posted on Procurement's website at the end of the business day on **April 5, 2016**. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

Sincerely,

Cerita Butler, Director  
Department of Procurement Services

## TABLE OF CONTENTS

<b><u>SECTION A - ANNOUNCEMENT</u></b> .....	3
<b><u>SECTION B - SCOPE OF SERVICES</u></b> .....	7
<b><u>SECTION C - INSTRUCTIONS TO RESPONDENTS</u></b> .....	20
<b><u>SECTION D - MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (MWDBE) AND LOCAL PREFERENCE POLICY</u></b> .....	29
<b><u>SECTION E - PRICING SCHEDULE</u></b> .....	35
<b><u>SECTION F - FORMS AND DOCUMENTS</u></b> .....	38
<b><u>SECTION G - APPENDICES</u></b> .....	43

## **SECTION A - ANNOUNCEMENT**

**ANNOUNCEMENT**  
Request for Proposals,  
**PROFESSIONAL LEARNING MANAGEMENT SYSTEM**

With this request for proposal (this “RFP”), the Shelby County Board of Education ( “SCBE”) hereby solicits submissions of written proposals (“Proposals”), from qualified companies (“Respondents”) to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. ***In particular, the services sought by SCBE will require the Respondent to:***

Provide services as **Professional Learning Management System Vendor** that will, at minimum, meet the requirements outlined in the scope of service.

*If required in the RFP, the respondents are to provide a copy of current licenses and proof of insurance with each proposal.*

Shelby County Board of Education reserves the right to reject or accept any or all Proposals submitted. Shelby County Board of Education shall have the right to consider factors other than the proposal response in awarding a contract. Shelby County Board of Education reserves at its sole discretion, the right to award this contract as deemed to be in the best interests of SCBE.

(All of such services are referred to herein as the “Services”). More information about the requirements pertaining to the Services is set forth in Section B of this RFP.

**Piggy Back Clause**

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

**About SCBE**

On July 1, 2013, Shelby County Schools (“SCS”) merged with Memphis City Schools to become one of the largest school districts in the country. During the 2013-14 school year, SCS educated more than 140,000 students in over 270 locations. This included all public schools (traditional, specialty and charter schools authorized by the District) in Shelby County, located within the corporate limits of the city of Memphis, as well as in the six incorporated towns of Arlington, Bartlett, Collierville, Germantown, Lakeland and Millington.

For the 2014-15 school year, approximately 33 schools joined one of six new municipal school districts in Shelby County reducing the student enrollment to approximately 117,269 students in grades kindergarten through grade 12. For the 2015-16 school year, the District projects an enrollment of 109,192 students. The District is comprised of 225 schools, which includes traditional schools, charter schools, career and technology centers, special education centers and alternative schools.

**Background**

The Shelby County Board of Education (SCBE) is seeking proposals from qualified suppliers to provide a comprehensive Professional Learning Management System that allows users to support and evaluate employees using a multi-measure rubric that allows observers to norm and calibrate, and is linked to professional learning. The solution proposed must allow SCBE to support ongoing data driven decision-making through regular monitoring and reporting of employee performance data to school, district and state administrators. The solution should align with our current observation/evaluation rubric(s) and processes. Prospective vendors may propose to provide services to meet the entire scope of services defined in the RFP, or provide a proven partnership with another vendor(s) that meets all of the sub-

elements within the Scope of Services and ensures a comprehensive, integrated approach. All proposals must be from vendors or partnerships that have proven implementations within other large, urban K-12 school systems with over 12,000 users.

### **Submission of Proposals**

Proposals will be accepted until **2:00 P.M. on April 12, 2016. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.** Two (2) originals hard copies, one USB (with Proposal formatted into a single pdf file), **please make sure that the documents are searchable using PDF formats (Note: scanned copies are not searchable and Excel version of the pricing schedule which should remain in Excel format)** copies of your Proposal must be submitted. SCBE expects to award a contract to the successful Respondent not later than **June 30th, 2016. SCBE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF SCBE, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.**

Proposals must be sealed in a container marked on the lower left-hand corner with the name and address of the Respondent. SCBE will date stamp the container with the submission date and the submission time. In addition, the sealed container in which the Proposal is submitted should be labeled “

#### **PROFESSIONAL LEARNING MANAGEMENT SYSTEM**

”. **FAXED RESPONSES WILL NOT BE ACCEPTED.** Further instructions for submitting Proposals may be obtained from:

DEPARTMENT OF PROCUREMENT SERVICES  
SHELBY COUNTY BOARD OF EDUCATION  
160 SOUTH HOLLYWOOD STREET, ROOM 126  
MEMPHIS, TENNESSEE 38112

All completed Proposals and accessory documents should be mailed or delivered to:

**FAITH MUNGAH**  
DEPARTMENT OF PROCUREMENT SERVICES  
SHELBY COUNTY BOARD OF EDUCATION  
160 SOUTH HOLLYWOOD STREET, ROOM 126  
MEMPHIS, TENNESSEE 38112

Inquiries for information regarding procurement procedures, proposal submission requirements or other administrative concerns may be directed to the Department of Procurement Services at (901) 416-5376.

Thank you for your participation.

Faith Mungah, Buyer  
Department of Procurement Services

## **SECTION B - SCOPE OF SERVICES**

## SCOPE OF SERVICES PROFESSIONAL LEARNING MANAGEMENT SYSTEM

### 1.0 THE SERVICES.

1.1 The Services. SCBE hereby solicits submissions of written Proposals, from qualified Respondents to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. ***In particular, the services sought by SCBE will require the Respondent to provide services related to***

#### A. Project Objectives

The Shelby County Board of Education (SCBE) is seeking proposals from qualified suppliers to provide a comprehensive Professional Learning Management System that allows users to support and evaluate employees using a multi-measure rubric that allows observers to norm and calibrate, and is linked to professional learning. The solution proposed must allow SCBE to support ongoing data driven decision-making through regular monitoring and reporting of employee performance data to school, district and state administrators. The solution should align with our current observation/evaluation rubric(s) and processes. Prospective vendors may propose to provide services to meet the entire scope of services defined in the RFP, or provide a proven partnership with another vendor(s) that meets all of the sub-elements within the Scope of Services and ensures a comprehensive, integrated approach. All proposals must be from vendors or partnerships that have proven implementations within other large, urban K-12 school systems with over 12,000 users.

**Note: When you are responding to this RFP, please provide details of how your proposed solution will meet the requirement below, the answers should be chronological to the order of how the questions were presented. Also, please answer each and every option with Yes, No, or N/A. If you answered “Yes”, then please give a detail description of how that option will be handled in your system/application.**

#### B. General and Functional Requirements of Individual Systems

*The section below details the general and functional requirements for each individual system.*

##### 1. Professional Development Management System (PDMS)

The PDMS system should provide users with an electronic solution to connect users to a variety of professional learning resources (e.g., videos, articles) and opportunities (e.g., workshops, coaching support) aligned to their current, specific, needs as identified in their most recent observations and feedback sessions. Users should be able to search, assign, register, access and engage in, and provide feedback on professional development aligned to effective instruction, as articulated in the SCS rubric and priorities.

1. **Connection to Observation and Evaluation System** - Must operate and sync with online observation and evaluation platform to support professional learning around areas of growth and goals.
  - When areas of refinement/development are identified, the system should direct evaluator and/or teacher to choose appropriate professional development for educator – at no extra cost – and accountability for teacher to follow through on professional development
  - Provides prescriptive technology that synchronizes observation results with professional development resources.
  - Capable of creating “focused plans” to drive individualized professional development
  - Allows users the ability to drive individual growth plans with evidences, goals, and successes proven with uploaded files
  - Ability to link professional development assessment data, survey data, and performance data to user
2. **Virtual Catalog of Courses**– Users must be able to select professional learning courses and resources from an online catalog.



- Administrators can submit course proposals for catalog courses for both in-person and virtual professional learning.
  - Course proposal form must be editable by a super administrator to ensure course proposals capture information needed by the District.
  - An approval process must be present to route the approval of courses to a super-administrator.
  - Must sync with a video platform so that virtual courses can be selected by a user from the catalog.
  - Users must be able to search various catalogs for profession development opportunities, register for the course, and complete the course.
  - Administrators and coaches can assign individual and/or cohorts of users (e.g., grade-level teams) to specific resources.
  - Using teacher assignment data (e.g. – school assignment, grade level, content area, etc.), administrators can batch-enroll/register both individual users and an unlimited amount of users in courses.
  - Administrators must be able to confirm attendance or completion of PD by users for both in-person and virtual courses.
  - Administrators can view completion data in real time, as well as user enrollment and attendance. Can be easily downloaded (e.g., into EXCEL spreadsheets) and printed.
  - Users can access reports of professional learning completed and in progress. Information can be printed in the form of a transcript.
  - System should show user progress of any virtual courses completed.
  - Option to add an assessment at the completion of a course, as well as rubric for scoring.
  - Option to add user surveys for users to complete at the end of a course.
  - Ability to archive previous years' courses/data and retrieve when needed.
  - **Course Requirements include:**
    - College and Career Readiness
    - Early Childhood Education
    - Literacy
    - Numeracy
    - English as a Second Language
    - Coaching for Performance
    - Career and Technical Education
    - Fine Arts
    - Humanities
    - World Languages
    - Physical Health and Wellness
    - Exceptional Children
    - School Counselors
    - School Psychologists
    - School Nurses
    - School Social Work
    - School Leadership
    - Professional Learning Communities
    - Personal Development
3. **Access to other users and materials** – Users can virtually collaborate and connect to learn from one another, as well as access additional materials for learning.
- Product provides tools for developing professional learning networks for collaboration including but not limited to discussion boards, video downloads, and resource/material sharing.
  - A professional learning collaboration feature that allows educators to communicate with educators within and outside of the system, upload files and documents and set-up “groups” to specify collaboration
  - Must be able to upload all currently owned courses and videos, as well as open source resources, into system.

## 2. ***Video-based platform for professional learning and instructional coaching***

The solution requires a web-based program that provides access to a large selection of research-based professional learning resources that are high quality and accessible 24 hours a day, seven days per week, and 365 days per year from any digital device. The video-based platform should provide a solution that allows users to video capture, store, and share video with individuals and enable uploading to district-wide video libraries. The solution will offer multiple ways to share feedback and foster collaborative video analysis. The solution must provide ability to offer and track credit value (PD credit, recertification credit, continuing education credit) for each of these resources for every educator.

### 1. **Video storage, sharing, and publishing system**

- Ability to store and post both custom videos and PD library videos for collaborative review, peer mentoring, and discussion
- Video review tools that include time-stamped tagging, typed comment, and analysis tools
- Notification system that video has been shared
- Ability to search uploaded and shared content
- Provides social networking tools in a safe, secure platform, including a wall to post comments and discussion threads, and tools to share and upload resources, assign tasks, track participation, and integrate other forums.
- Provides ability to align content within custom video library to each of our evaluation rubric elements.
- Provides opportunity to create/add additional supporting resources such as reflection questions, discussion facilitation guides, and professional learning communities.

### 2. **Professional Learning and Instructional Coaching catalog** – We require a wide range of multi-media educational instructional courses, (video segments are a must) in topics including general teacher practices (assessments and use of data, standards based grading and reporting, educational technology, classroom management, positive behavior supports for students), school-specific supports (professional learning communities, school culture, school improvement processes, coaching and mentoring, meeting improvement requirements,) and curriculum and content knowledge (Common Core State Standards (CCSS), Tennessee State Standards (TNReady) special education, literacy, numeracy, etc.)), and urban education (working with students of poverty, closing the achievement gap).

- Product provides searchable video segments that feature respected experts in various educational fields and feature classroom teachers demonstrating effective instructional practices with students
- Product provides a wide range of instructional leadership topics, including principals as leaders of change, building professional learning communities, models for school schedules, accountability for student success, professional practices such as action research, advocacy and policy work, required trainings such as blood borne pathogens and sexual harassment
- Extensive video segments on the CCSS/TNReady, research-based effective instruction, supporting students who are English Language Learners, culturally responsive teaching and learning, cross-content literacy, technology-rich teaching and learning (blended learning), RTI, purposeful differentiation and first best instruction. The solution would include:
  - Large library of online videos to be viewed by educators and administrators on CCSS/TNReady development, implementation and best practices
  - Footage of master teachers demonstrating CCSS/TNReady-aligned standards
  - Educators demonstrating standards in various grade and subject areas
  - Standards-specific, downloadable lesson plans
- Provides facilitator guides to support the planning of professional learning opportunities using the searchable library segments that can be customized to state, district, site and department needs
- Provides ability to create custom content within the system, including custom professional learning plans, courses, and videos.

- Provides ability to create custom courses with a variety of interactive resources, including video segments, web-links, forum discussions with course author and/or other participants, free-response questions, multiple-choice assessment, file uploads, and other activities.
- Provides ability to upload teacher-created content, including videos, and to control who can view the content, while maintaining rights to these additions.
- Provides customization options at the user level for customizing professional development feedback.
- Provides data capture flowing to ongoing and annual summaries of completed professional learning, including tracking video capture, by content, teacher, leader, school, Learning Community, and district. Reporting tools include the ability to create custom reports to support district initiatives and incentives for career ladders and professional advancement.
- Provides capability to upload user-generated videos, professional articles, and instructional materials to use with vendor resources while maintaining district “copyright” of these materials.
- Product provides tools for developing professional learning networks for collaboration including but not limited to discussion boards and resource/material sharing.
- A professional learning collaboration feature that allows educators to communicate with educators within and outside of the system, upload files and documents and set-up “groups” to specify collaboration with either private, hidden, and/or public options.
- Provides other digital resources such as inter-active books, guides, and tools on various subjects
- Provides ability to offer and track credit value (PD credit, recertification credit, continuing education credit) for each of these resources for every educator.

### 3. *Observation/Calibration/Norming*

The Observation/Calibration/Norming system will house numerous evaluation rubrics and walkthrough forms as well as monitor and support inter-rater reliability for both classified and certified employees. Given the complexity of the SCS evaluation model, it is imperative that the technology consists of the following

- **Excellent User Experience** – SCS users have various levels of technology expertise. We need the evaluation technology to be user-friendly and easy to navigate. The person being evaluated should be able to clearly see the process and where he/she stands at any given point in time. Evaluators and district administrators should also be able to see where individuals and all staff being evaluated are within the process. Access to the content of the observations/evaluations should be available to evaluators and district administrators.
  - Organizes and align evidence gathered during observations/evaluations
  - Provides staff members with comprehensive observation feedback that can be linked to professional growth
  - Tracks observations/evaluations over time for effective decision making
  - Offers ability to upload artifacts to evaluation records, including lesson plans, photos, and video
  - Allows observer/evaluator to schedule the observation/evaluation, set a focus based on components of any framework, and send an invitation to the staff member for lesson observation/evaluation or benchmark conference
  - Offers ability for staff members to include self-assessments
  - Provides summary observation/evaluation reporting tools that produce data that are exportable into Microsoft Excel or PDF
  - Customizable (to the current and future) forms and templates that meet any need whether it is administrative or educator oriented
  - Has the capacity to provide observation ratings, comments, feedback, and prescriptive suggestions to an employee immediately following an observation. Dialogue threads must be opened allowing open communication between observed and observer.
  - Provides high-quality professional development so educators receive useful, actionable feedback and improvement opportunities
  - Is able to add attachments as support for the final evaluation
  - Supports off-cycle (non-summative) evaluations, observations, and all improvement plans
  - Has the capability to provide employee evaluations and observations access to more than one designated evaluator
  - Has the capability to set weights and compute a total weighted score for each employee’s final evaluation

- Has the ability to imbed video clips from the observation process or of student performance using locally generated video or video from vendor resources
- Has the capability to maintain full and complete printable files of canned and customized reports
- Has the ability to create hierarchy assignment of classified staff (e.g., Director, Manager, Advisor, etc.)
- Has the capability for automatic routing of evaluation forms among classified staff
- Has the ability to create work flow processes for upward, downward and peer to peer
- Has the ability to send alerts for upcoming required processes/benchmarks
- Has the capability to set required fields that must be completed in order to submit the evaluation form
- 
- **In app Reporting** – Evaluators and district administrators must have access to facile reporting features within the application. At the district level, administrators should be able to run reports on several topics such as completion and in progress rates, types of goals, current scoring levels, etc. Users should also be able to see the results of past evaluation cycles.
  - Designed to be accessible for all full-time employees for data entry, viewing, and analysis at the same time
  - Directs the evaluator and/or teacher to choose appropriate professional development for educator – at no extra cost – and accountability for teacher to follow through on professional development when areas of refinement/development are identified
  - Aligns to the Teacher Effectiveness Measure (TEM), Tennessee Educator Acceleration Model (TEAM) – Administrators, and Non-Instructional Evaluation (NIE) frameworks/rubrics.
  - Has built in, personalized, customizable templates that meet any need whether it is administrative or educator oriented.
  - Allows digitization of rubrics, indicators, and processes
  - Permits integration of high-level work-flows and process such as: meetings, observation, or upload/download
  - Has the capacity to upload evidences, documents, surveys and forms and other electronic documents.
  - Has the ability for electronic signature.
  - Provides data-collection and reporting for administrator, district and state follow-up.
  - Replicates data fields identified on the TEM, TEAM and NIE Rubrics to provide an easy transfer process.
  - Provides prescriptive technology that synchronizes observation results with professional development resources. Observations, comments, feedback, and prescriptive suggestions are immediately available to an educator. Dialogue threads are opened allowing open communication between observed and observer.
  - Ensures that authorization hierarchies are in place to ensure access is available to only those with permissions, observation and evaluation powers granted to those with appropriate authorizations (i.e. principal, mentor, supervisor, and teacher).
  - Utilizes observation data/evidence uploads for all full-time employees so as to have multiple options to upload evidences.
  - Provides work processes that include tasks such as pre- and post- conference details, professional learning plans, uploads, and target completion dates. Alerts to be sent as employees complete the assigned tasks.
  - Includes tools and reports that support the employee and evaluator during the observation process.
  - Is easy to integrate with other academic and administrative systems.
  - Has the capacity to support multiple domains/multiple institutions.
  - Has the capacity to take stock of your school’s observations to-date via administrator dashboard.
- **Inter-rater reliability** –Platform will provide a web-based calibration and certification tool that uses high quality video, captured in classrooms all over the country, to provide a practice and testing environment to ensure consistency in ratings based on classroom observations.
  - Provides a web-based calibration and certification tool that that uses high quality video, captured in classrooms all over the country, to provide a practice and testing environment to ensure consistency in ratings based on classroom observations.
  - Provides extensive feedback in the form of instantly-produced reports to allow trainers and management staff to pinpoint areas of strength and weakness, and differentiate training for observers.

- Provides an online system of high-quality videos of classroom practice for observation, which allows for calibration and certification of evaluator skills.
- Has the ability to enter and use specific teacher evaluation rubric/template/protocol/standards.
- Accommodate any protocol for which the District has a license to use and load into an electronic platform
- Allows observers to enter both a numeric score and “evidence” for each element observed. When scoring video lessons through the tool, observers will be able to enter both a numeric score as well as evidence in the form of text justifications or notes on specifics in the video lesson.
- “Scoring studies” are specifically designed to assist school systems in establishing baseline inter-rater reliability, as well as facilitating master scoring sessions. While observers watch and score videos independently, the system is able to generate on-the-spot agreement reports that provide information about scoring patterns and trends. These reports provide valuable information to help master scoring teams build consensus around target scores for videos, and discuss areas of disagreement and discrepancy.
- Reports can be used to answer questions such as:
  - To what extent does my team agree on scores?
  - Are there particular indicators of the observation rubric that are more difficult to score than others?
  - Are there particular videos that are more difficult to score than others?
- Any number of practice tests and scoring studies can be created and assigned to observers at any time, to provide practice opportunities for classroom evaluations. Manager roles are able to setup and administer tests and studies. For both practice tests and scoring studies, observers receive feedback on how their scores compared to target scores, accompanied by the associated written justifications. Scoring studies allow Observers to review and re-score videos any number of times if needed.
- Calibration checks (usually practice tests or scoring studies) can be scheduled and administered on a regular basis to ensure that observers stay calibrated and consistent in their scoring practices. Calibration checks usually consist of one or two videos to assess inter-rater reliability and to detect any rater drift that may have occurred since the last training or proficiency test. The solution makes it easy to identify observers that may need a refresher training course or individual coaching as desired.
- Allows school systems to administer high-stakes certification testing for all educator evaluators.
- Tests and studies can be administered either in an in-person proctored setting, or remote online testing. “Viewer” roles can be assigned to make it easy for test proctors to administer an in-person test by projecting the test videos on a large screen. Observers can then log in to the system individually and enter their scores for the assigned videos online. Tests and studies can also be administered remotely, where all Observers are given their own log in information and asked to watch and rate videos at their own pace by a given deadline.
- Runs on-the-spot PDF reports that display agreement levels and other performance indicators for each educator in a test or scoring study. Agreement is calculated against target ratings as well as modal scores.
- Provides real-time monitoring tools for administrators to track individual observer progress.

### **C. Functional Requirements (included in each section above)**

### **D. Integrated System Requirements**

*This section includes requirements across all of the above systems’ functionality, as well as the ability to integrate with other platforms and current district systems.*

#### **• Functionality**

- i. All elements of system must be fully operable and available for demonstration at the time of the vendor presentation.
- ii. Vendors must provide test accounts for District-level system demonstration before vendor presentation.
- iii. Vendor must provide software demonstration and must allow for software/product testing by potential users at the time of the product demonstration.
- iv. System must have a “Super User” intensive training approach that is at no cost to the district.

- v. System must be a user-friendly, web-based, Professional Learning Management System that can be easily managed year-to-year with available district level staff.
- vi. System must be a commercial, e-learning system for use by approximately 12,000 teachers, leaders, and district administrators that includes the capability to upload, store, edit, and share video for the purposes of reflection and/or to the creation of local professional development. System must be compatible with Apple, Windows, and Android products.
- vii. Vendor(s) must identify the recommended browser type(s), the minimum recommended browser connection speed and the minimum bandwidth for each element of your system.
- viii. Vendor(s) must specify any limitations in operating systems or browser types not supported by your product.
- ix. Super Users must have the capability to add or remove individual users manually as well as batch-add multiple users at once.
- x. System must have the ability to provide for concurrent users with multiple user types.
- xi. Vendors must specify the maximum number of users that your system has successfully handled.
- xii. Vendors must provide enhancements/upgrades on a regular basis with no additional charge to the District.
- xiii. Vendor must routinely (e.g., semiannually) provide the District with information about new products that are available at charge or free of cost within the system.
- xiv. System must be a web-based system.

- **Data Reporting**

- i. Systems must have or allow for customizable, user-friendly data dashboards. System must provide data dashboards that illustrate: teacher, school, Zone, District, and or Administration-facing data.
- ii. User landing page must clearly display the system's functionality in graphical and numeric format.
- iii. System data must be easily extractable or must be able to feed directly into the Ed-Fi Data Warehouse (the District's comprehensive data storage provider).
- iv. System must be able to provide on-demand reports in pdf and/or Excel format.
- v. System must be able to generate or customize reports from specific search criteria. At minimum, employee name, job title, course name, all courses, individual department, etc.).
- vi. Users must have the ability to view and generate reports online from the district location and at the individual user or employee level.
- vii. In addition to regularly scheduled reporting categories, District must have the ability to add ad hoc reports on an ongoing basis.
- viii. System must be able to communicate and share data with current employee information system [Enterprise Resource Planning] used by the district.
- ix. System must have the ability to integrate with District's Active Directory system to minimize the need for multiple usernames or identification numbers.
- x. System must include a data integration process [capability to import and/or export data files in .csv or .txt format on daily, weekly, monthly or basis through FTP Process or API and upload that data into system through automatic process without any manual intervention].

- **Creating, Locating, and Assigning Professional Learning Experiences**

- i. The product will need full search functionality (including data reports) that all users can easily utilize and manipulate such that "exact match" language is not required to locate or view potential learning tasks or assignments.
- ii. Human Resources, Professional Development, and Evaluation Systems must have the ability to batch process or assign participants for district- or school- wide training experiences or professional learning assignments.
- iii. System must provide easily accessible and downloadable participant transcripts with various exportable formats (i.e., .pdf, .csv, .xls, .doc)

- **Communication:**

- i. All systems must have the ability to send mass messages to teachers, schools, principals, and District staff. If possible, ability to add communication for outside partners (who do not have user accounts) who may be associated.

- ii. Systems must allow for Professional Development course completion exercises and Evaluation norming/calibration tasks to be electronically assigned.
- iii. System users must have the ability to view “Action Change Reports” that timestamp all changes made within the system and by whom.
- **System Security**
  - i. Systems must include full-featured security systems that authenticate with Active Directory.
  - ii. Systems must provide system-wide data backup solution to prevent data loss.
  - iii. Super Users must have the ability to restrict changes by users (e.g., changes made in system will have to have specific password or pop-up highlighting for users that “the following change requires District or Administrative level approval”.

## **E. Implementation/Design**

- The Vendor shall provide a dedicated Project Manager with the necessary expertise to oversee and perform the tasks required to ensure the successful and timely implementation of the system.
- The Vendor’s Project Manager will provide reports to the SCS Project Manager and will collaborate with the SCS Project Manager to develop one comprehensive Project Work Plan.
- The Vendor shall submit a detailed Project Work Plan that sets forth the various project phases with definitive starting and completion dates to be approved by SCS. This Project Work Plan shall include but not be limited to the following deliverable: Specifications of all software modifications, software installation, data conversion, testing, delivery of documentation, training schedules, system acceptance.
- The Vendor’s Project Manager shall submit an updated Project Work Plan to the SCS Project Manager at regular intervals and as project events may require.
- Upon Project commencement, the Vendor’s Project Manager shall provide weekly written status report to the SCS Project Manager. This report shall document the Project’s status, identify tasks not on schedule, report problems and specify how and when problems will be resolved.
- Vendor shall provide a mutually agreed upon Design Plan along with the Methodology and Implementation Plan that fits the standards and environment of SCS.
- No adjustment shall be made to the Design Plan without the approval of the SCS Project Manager or his/her designee.
- Respondent will provide detailed project action plan and timeline schedule for implementation of proposed system. Milestone dates include:
  - Super Administrators trained: by July 8, 2016
  - System ready for trainings to occur: by July 15, 2016. *Ideally, the District’s system would be ready for user training. Given timelines, a “dummy” or “sample” system must be ready for administrator use for group trainings.*
  - System set-up for key district users: by July 22, 2016
  - System set-up for all district users: by August 1, 2016
  - Full System operable for all users: August by 8, 2016
  - District-owned content/data uploaded: by September 1, 2016

## **F. Conversion**

- The data transfer will be a part of the project implementation. The selected vendor will be responsible for extracting the existing SCS data from the current solution and load it into the new system. This will allow SCS to have access to all of their archived and current (Archive + SY 2015-2016 + Current SY 2016-2017) employee data in one place, in easy accessible format through web browser/user interface.

## **G. Training**

- The Vendor shall provide the necessary training for system administrators; user personnel and systems support staff (if applicable) at a minimum of 25 hours. This training must assure that the users will be capable of continued operation of the solution. Vendor should also include option to provide district-wide training to all system users. The training plans should also include related costs and materials, i.e. Reference Guides, Tutorials and Related CD's, etc.
- The Vendor shall provide on-site training and validation methods for the following: System Administrators and Human Resource Staff.

## **H. Documentation**

The software must be fully documented prior to acceptance of the software by SCS, within standards set forth by SCS. The Authority shall maintain the right to make a sufficient number of copies of all documentation for its own internal use. Documentation must include: Management Overview, Detailed user instructions & Process Flow Diagrams, Technical Components including programs, files and procedures and Sample copies of documentation as part of the Proposal Outline.

## **I. Warranties**

The Vendor shall provide a comprehensive learning solution warranty of at least twelve months as part of the software license agreement. The warranty must warrant that the software is free of major defects and operates in accordance with the Vendor documentation and provides functions and performance as required by these specifications. The comprehensive learning solution warranty shall commence at the completion of the testing phase and approval for final payment.

## **J. Maintenance Agreement Acceptance Date**

The first year of the maintenance agreement will commence at the completion of the testing phase and approval for final payment.

## **K. Testing Period**

The Proposer shall propose a testing phase for the proposed Comprehensive learning solution. The actual phase shall be determined by the SCS.

## **L. Vendor Support**

- Vendor must provide maintenance 24 hours a day and 7 days a week support for all components of the proposed platform solution.
- The Vendor shall include the 1<sup>st</sup> year of help desk service support within the Agreement at no additional charge.
- The 1<sup>st</sup> year of support shall begin after the completion of the testing phase and approval of the final payment.
- The proposal shall include estimated costs for annual support for five years.
- Upon acceptance of the contract, the Vendor shall provide SLA (Service Level Agreement).

## **M. Security**

- Vendor shall have evidence of a Security Incident Response Plan that includes customer notification and priority levels.
- Vendor shall provide evidence of its Business Continuity/Disaster Recovery Plan. Vendor shall provide evidence of a change management policy i.e. software patch and release cycles, upgrade path, change to product code.

## **N. File Back-Up/File Recovery**

- The Vendor shall provide procedures for adequate backup and recovery of files related to the proposed software.



- The procedure must assure, to a reasonable degree that upon software failure that system databases are restored to their pre-failure status and that data integrity is maintained.
- Recovery from failure must be provided such that operation may be continued immediately following replacement of the failing component.

#### **O. Technical Requirements**

- Where would this system be housed; in the Datacenter or the hosted Cloud? If in SCS Datacenter, what are the specifications for the system and can the system be virtualized?
- If the system cannot be virtualized, will you, the vendor, supply the hardware?
- Please explain or give detail description on Data Integration services to your system from District Student Management System (PowerSchool SMS) or Employee system (APECS)
- If applicable please explain or give a detailed description on Data Integration services from your system to our District
- Please provide a list of ALL the browsers with version information that your system will support (both PC and Mac)
- Does SCS need to install any plugins for your system to work properly? If “Yes” please provide details.
- Please explain or give a detailed description on report capability, type of reports available, provide examples with screen shots, detailed information on each type of report and format (pdf, excel, csv) of the reports
- Is the system able to provide reports with graphs? Please explain and provide samples
- How many user roles or user types are available in your system? Please explain the functionality of each user role/user type
- Are email notifications/reminders available in the system for an individual user, by department/school location, for whole district? Please explain how this will work. How users will get messages/notifications/reminders?
- Will the system be able to provide access to the test system with all needed functionality (multiple user roles, reports, Email communication), so that SCS Business team can assess the product before finalizing the Scoring for the product? If “Yes” please provide URL, demo account usernames and passwords for all available user roles.
- If chosen for demonstration of product, be able to show the demo of actual product (not in the power point presentation) at least for an hour with all needed functionality with multiple user roles, all available reports, email notifications between multi user levels, Individual user, School Level, Department Level, District Level
- Training – on site and Online without additional cost to District
- Help Desk service for reasonable business hours

**2.0 JOINT VENTURES.** Respondents are encouraged to enter into joint ventures for the purposes of responding to this RFP and providing the Services. The Respondent is encouraged to comply with the requirements of the SCBE “Minority, Women and Disadvantaged Business Enterprise Participation” and “Local Preference Purchasing”, in Section D of this RFP.

**3.0 DURATION OF THE AGREEMENT.** The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of one (1) year. The Agreement shall reserve for SCBE the unilateral option of extending the term of the Agreement for three (3) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed four (4) years. The Agreement shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days’ notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the “Agreement Term”).

**4.0 FORMAT OF PROPOSAL.** The Proposal submitted by the Respondent must contain the following information, which information collectively constitutes the Proposal.

4.1 Description of the Services. The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal must show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information regarding the Services must be included in this part of the Proposal, including but not necessarily limited to the following:

4.1.1 Cover Letter Referencing the RFP;

4.1.2 Table of Contents;

4.1.3 Company's Background

4.1.4 Company's Mission Statement and Customer Focus

4.1.5 A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to SCBE within the context of the Services requested in this RFP; and

4.1.6 Any other relevant information about the proposed Services deemed to be material.

4.2 Description of the Respondent. The Proposal must contain a thorough description of the background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services. All requests included in this RFP for information describing the Respondent should be included in this part of the Proposal, including but not necessarily limited to the following:

4.2.1 A brief description of the history and mission of the Respondent, including the Respondent's background and mission statement, the length of time the Respondent has been in business, a description of the Respondent's organizational structure and a description of the Respondent's customer make-up;

4.2.1 Disclosure of the Respondent's Dunn and Bradstreet number;

4.2.2 References of the Respondent, including at least five (5) other non SCBE clients for whom the Respondent has provided services similar to the Services (with preference given to clients comparable to SCBE) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

4.2.4 Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;

4.2.5 Resumes of the Respondent's employees who will be assigned to provide Services on this project;

4.2.6 A description of any other resources available to the Respondent that will be useful in providing the Services;

4.2.7 A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;

4.2.8 A statement of whether the Respondent has been certified by any certification agency as a minority business enterprise or any other type of business qualified for an allowable preference under the SCBE MWBE Policy 2010;

4.2.9 A description of the methods used by the Respondent to measure the satisfaction of its clients;

4.2.10 Any other relevant information about the capabilities of the Respondent deemed to be material.

4.2.11 Describe the Respondents' involvement, within the last five (5) years, in any lawsuits or litigation relating to the services the Respondent is proposing to provide to SCBE.

#### 4.3 Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Respondent to show the Respondent's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal should include, but not necessarily be limited to, the following:

- 4.3.1 A statement of how long the Respondent has provided services similar to the Services requested herein;
- 4.3.2 A general description of the Respondent's experience and background in providing services similar to the Services requested herein;
- 4.3.3 Any other relevant information about the experience and knowledge base of the Respondent, which is deemed to be material.
- 4.3.4 A statement regarding previous experience, if any, in providing "Services" to SCBE.

4.4 Sample Contract. A sample agreement, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, must be included in a Proposal with cost totaling \$100,000 or more. Award recommendations totaling \$100,000 or more shall be made contingent upon: a) the successful negotiation of a contract within 30 days of the notification of the award recommendation, and b) approval of the contract by the Shelby County Board of Education.

4.5 SCBE Contract Form. For all contracts totaling less than \$100,000, a form contract contained in Section F of this RFP, entitled "Forms and Documents", must be signed and included in the Proposal along with any additional documentation required or permitted thereby

4.6 SCBE MWBE Policy and Local Preference Policy. Refer to Section D of this RFP.

4.7 Pricing Schedule. The pricing schedule contained in Section E of this RFP, entitled "Pricing Schedule", if any, must be completed and included in the Proposal along with any additional documentation required or permitted thereby.

**5.0 COMPENSATION.** The successful respondent will be compensated upon the completion of the project's objectives and upon meeting or exceeding the District's Scope of Services requirements. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern.

**6.0 BONDING REQUIREMENTS.** The successful contractor shall be required under the Contract to comply with the bonding requirements listed below, if any.

**7. 0 QUESTIONS REGARDING THIS RFP.** Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to [mungahf@scsk12.org](mailto:mungahf@scsk12.org), and must be received by SCBE no later than **2:00PM/CT on March 29, 2016**. Subject line of email shall read "**PROFESSIONAL LEARNING MANAGEMENT SYSTEM**". Questions must include a return e-mail address and specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.** All questions and answers will be posted on the Procurement's website at the end of the business day on **April 5, 2016**. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

## **SECTION C - INSTRUCTIONS TO RESPONDENTS**

**INSTRUCTIONS TO RESPONDENTS**  
**PROFESSIONAL LEARNING MANAGEMENT SYSTEM**

**1.0 PURPOSE.** Shelby County Board of Education (“SCBE”) hereby solicits submission of written proposals (“Proposals”), from qualified companies (the “Respondents”) capable of providing the scope of products or services described in Section B hereof (the “Services”). These instructions provide detailed legal and technical requirements for the acquisition of the Services. This Request for Proposal (this “RFP”) will become part of any final contract entered between SCBE and the Respondent for the provision of the Services.

**2.0 PERIOD OF CONTRACT PERFORMANCE.** The period of performance for the Services to be provided to SCBE by the Respondent as a result of this RFP and any resulting contract or agreement shall be as agreed and/or negotiated. It is the intent of SCBE to award a contract, or agreement, for the term, or duration, defined in Section B of this RFP. The contract or agreement resulting from this RFP shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice.

**3.0 PRE-PROPOSAL CONFERENCE.** Pre-proposal conference if required, will be outlined in Section A (Announcement) for date and time.

**4.0 MINIMUM STANDARDS.** The successful contractor shall be capable of providing the Services in accordance with the minimum standards, specifications and performance requirements, as well as in accordance with all of the terms and conditions, stated in this RFP. The standards, specifications, performance requirements, terms and conditions set forth in this RFP reflect the primary considerations of SCBE concerning the minimum services and capabilities expected, but may not necessarily reflect all the services and capabilities required. Additional standards, specifications, performance requirements, terms and conditions may be set forth in the final contract. In this regard, the successful contractor shall furnish all management and resources (including but not limited to personnel, technical support, computerized and other systems support, equipment, materials and miscellaneous supplies) necessary to provide the Services in a thorough, comprehensive, timely, efficient and effective manner.

**5.0 SPECIFICATIONS.** The Respondent, if and when it is awarded a contract, shall provide all the Services described in Section B of this RFP, entitled “Scope of Services”.

**6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.**

6.1 General Requirements. In order to be considered for selection, successful Respondents must submit a complete response to this RFP. Two (2) originals hard copies, one USB (with Proposal formatted into a single pdf file), **please make sure that the documents are searchable using PDF formats (Note: scanned copies are not searchable and Excel version of the pricing schedule which should remain in Excel format)** copies of your Proposal must be submitted. Copies of each Proposal, including all attachments, forms and other related documents, must be submitted to SCBE at the place and in the manner indicated below. No other distribution of the Proposal shall be made by the Respondent. Proposals submitted by telegraphic or facsimile will not be considered.

6.1.1 Signatures; Completeness. Proposals shall be manually signed by an authorized representative of the Respondent. The printed name and title of the person signing the Proposal must appear on the signature page of the Proposal. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner, including all required attachments. If any required information is not contained in the Proposal, the Proposal will be considered non-responsive and, consequently, will not be considered.

6.1.2 Simplicity. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capability of satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses should focus on efficient and cost effective systems, which ensure cost management, timely services and minimized paperwork.

6.1.3 Binding. All documentation submitted with the Proposal should be contained in that single volume.

6.2 Place and Time for Submission. Proposals will be received by SCBE at its Procurement Services office located at 160 South Hollywood Street, Room 126, Memphis, Tennessee 38112, until **2:00 P.M. LOCAL TIME ON APRIL 12, 2016 (THE “SUBMISSION DEADLINE”). PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

6.2.1 Delivery. All Proposals shall be deemed received when delivered to the above address. Each Respondent is solely responsible for ensuring that its Proposal is timely delivered. Any Respondent who relies on overnight delivery services, the United States mail, private mail services, local couriers or any other delivery service remains solely responsible for the timely delivery of its Proposal and assumes all risk of late delivery, mis-delivery and non-delivery. Respondents may verify delivery of Proposals by contacting SCBE at (901) 416-5376.

6.2.2 Receipt by SCBE; Markings. Upon receipt, all Proposals will be date-stamped, time-stamped, logged and deposited by SCBE staff. Respondents are reminded that all Proposals must be securely sealed and clearly marked.

6.3 Pricing. Pricing information shall be provided on the pricing schedule form attached to this RFP. In determining its pricing proposal, the Respondent should take into account the following considerations.

6.3.1 Tax Exemption. SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

6.3.2 Extra Charges. Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.

6.4 Forms. Along with the Proposal, the Respondent will provide signed copies of all forms required by this RFP to be submitted. Information required by any forms must be submitted on the forms furnished. If erasures or other changes appear on the forms, such erasures or changes shall be initialed by the person(s) signing the form and the Proposal.

6.5 Identity of the Respondent. The Proposal must reveal the full name and business address of the Respondent. SCBE will enter an agreement only with the person or entity named as the Respondent in the Proposal of the successful contractor.

6.6 Modifications Following Submission. Modifications of Proposals following submission will be allowed, provided the modification is received by the SCBE at the place designated for submission of Proposals prior to the Submission Deadline.

6.7 Duration of Validity. Proposals shall be valid for a minimum period of six (6) months subsequent to the Submission Deadline. Proposals expiring less than six (6) months from Submission Deadline will be considered non-responsive and, consequently, will not be considered.

**7.0 CHANGES TO THE SPECIFICATIONS.** Any modification, amendment or other change to this RFP will be made by SCBE via written addendum and will be forwarded to all persons and firms to whom the RFP has been transmitted. Any unapproved deviation, exception, substitute, alternate or conditional qualification contained in a Proposal may be cause for rejection of the Proposal.

## **8.0 EVALUATION PROCESS.**

8.1 Evaluation Committee. SCBE will appoint an evaluation committee, consisting of representatives of SCBE, to evaluate submitted Proposals and recommend a Respondent for a final contract with SCBE for provision of the Services. The committee will apply the evaluation criteria set forth in this RFP, or in any addenda hereto that may be issued by SCBE, in order to identify a Respondent for a final contract. An evaluation criterion is deemed to include any unstated, “sub criterion” that logically might be included within the scope of the stated criterion.

8.2 Evaluation. The evaluation committee shall consider a number of criteria in determining with which Respondent and SCBE will enter a final contract. SCBE reserves the right to negotiate fees and other terms with the selected Respondent and, if no agreement is reached, including desired fees and terms, the right to select and negotiate with another Respondent. SCBE may request additional information from any Respondent at any time after the Submission Deadline. However,

unsolicited information may not be accepted from any Respondent after the Submission Deadline. SCBE will assume that all Proposals are complete as received.

8.2.1 Evaluation Criteria. Finalists' Proposals shall be evaluated based upon the following criteria:

8.2.1.1 The extent to which the Services offered in response to this RFP meet or exceed the minimum specifications required of the Services;

8.2.1.2 The ability of the Respondent to provide the Services requested or offered;

8.2.1.3 The quality of the Services being offered by the Respondent;

8.2.1.4 The price for which the Services are offered; and

8.2.1.5 Any and all other factors the evaluation committee deems reasonably applicable.

CATEGORIES	WEIGHTS
Service Requirements	50%
Qualifications/Experience	20%
Cost Proposal	15%
Financial Stability and References	10%
MWBE Participation/Local Preference	5%
SCORE	100%

8.3 Oral Presentation. SCBE reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Respondent's Proposal. In this regard, at the discretion of the evaluation committee, some or all Respondents who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Respondent. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Respondent to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Procurement Director of SCBE. Interviews and oral presentations are strictly an option of SCBE or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Respondent.

8.4 Qualifications of the Respondent. SCBE may make such reasonable investigations as deemed proper and necessary

to determine the ability of the Respondent to provide the Services. The Respondent shall furnish to SCBE all such information and data as may be requested for this purpose. SCBE further reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy SCBE that the Respondent is properly qualified to carry out the obligations required in this RFP, the final contract and to provide the Services contemplated therein.

8.5 Inspections. SCBE reserves the right, at reasonable times, to inspect the part of the plant or place of business of the Respondent or any subcontractor thereof which is related to the performance of any contract awarded or proposed to be awarded by SCBE. SCBE further reserves the right, at reasonable times and places, to audit the books and records of any Respondent who has submitted a Proposal to the extent that such books and records relate to cost or pricing data contained in the Proposal.

**9.0 AWARD OF CONTRACT.** The final contract for provision of the Services will ultimately be awarded to the Respondent deemed by SCBE in its sole discretion to be the most responsive and responsible Respondent. In determining which Respondent is the most responsive and responsible Respondent, SCBE will consider which Respondent is fully qualified and best suited, offers the best Services for the most reasonable price and is altogether most advantageous to SCBE among those submitting Proposals in response to this RFP, as determined based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations. Terms of engagement will be negotiated with the selected Respondent, and the final contract will be awarded in the manner deemed by SCBE to be fair and most advantageous to the District.

9.1 Rejection of Proposal. SCBE reserves the right to reject any or all Proposals and to waive informalities and irregularities in any or all Proposals submitted. In this regard, SCBE, at its own discretion and at any time prior to award, may cancel this RFP or reject any Proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular Proposal was rejected or was not deemed to be the most advantageous.

9.2 Preferences. SCBE applies a five percent (5%) bid preference to Respondents, which qualify as local businesses. This preference shall not apply to purchases or contracts that are funded in whole or in part by a governmental entity if the laws, regulations or policies governing such funding prohibit application of the Local Preference; when exigent emergency conditions or noncompetitive situations exist; and when a particular purchase, contract, or category of contracts for which SCBE is the awarding authority is waived upon written justification and recommendation of the Board.

9.3 Negotiation and Approval of Contract. Should, at any time, SCBE determine in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. SCBE shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. The proposed contract must be presented to the Board Members of the SCBE (the "Board") for final approval of award. Provision of the Services may not commence until: (i) a contract between SCBE and the successful Respondent is properly negotiated, executed and entered; (ii) the contract is approved by the Board, as required; and (iii) SCBE issues to the successful Respondent a written notice to proceed. In the event that a contract is not successfully negotiated within 30 days of the notification of the recommendation of award, and/or if the contract is not approved by the Shelby County Board of Education for awards totaling \$100,000 or more, the vendor may no longer be considered, and the district reserves the right to contact the Respondent with the next highest ranking or issue a new RFP.

9.4 Compensation. The successful respondent will be compensated upon the completion of the project's objectives and have met or exceeded the District's Scope of Services requirements. More specific guidance regarding compensation may be set forth in Section B of this RFP.

9.5 Price Adjustment. The price to SCBE, including fee, profit or any other portion of the compensation payable to the Respondent, shall be adjusted to exclude any significant sums by which SCBE finds that the price was increased because the fees, costs or pricing data furnished by the Respondent were inaccurate, incomplete or not current as of the date of the contract.

9.6 Charges Not Required. The successful contractor and SCBE both shall agree that SCBE shall not be required to pay to the successful contractor any cost, fee or charge which is not specifically required to be paid by the contract.

9.7 Performance. SCBE and the successful contractor each shall agree to fully perform all of their respective obligations



under the Agreement. However, failure of SCBE to perform such obligations shall not automatically relieve the successful contractor of its obligation to perform under the contract.

9.8 Protests. SCBE will consider all protests filed in a timely manner regarding the award of a contract, or the process of awarding a contract, in relation to this RFP, whether submitted before or after award. All protests are to be submitted in writing.

## **10.0 GENERAL TERMS AND CONDITIONS.**

10.1 No Commitment. This RFP does not commit SCBE to award a contract, pay any costs incurred in the preparation of any Proposal submitted, procure or contract for Services from any Respondent or any other person. Accordingly, each Respondent shall be responsible for all costs incurred in the preparation and submission of its Proposal or in any part of its participation in the pre-award process.

10.2 Conditions and Assumptions. All Proposals and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBE and the successful Respondent. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Proposal submitted by the successful Respondent are accurate.

10.3 Termination. Failure by the successful contractor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, SCBE, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs. If termination is due to the successful contractor's failure to comply with the terms and conditions of this RFP or failure to satisfactorily complete the Scope of Services, SCBE reserves the right to seek reimbursement of all or portions of payments made to the contractor.

SCBE reserves the unilateral right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever SCBE in its sole discretion determines that such a termination is in the best interest of SCBE. Any such termination shall be enacted by delivery to the successful contractor by certified mail, at least thirty (30) calendar days prior to the termination date, a notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination shall become effective. After receipt of a notice of termination, the successful contractor must stop all work or deliveries under the contract on the effective date and to the extent specified in the notice of termination. However, any such contract termination notice shall not relieve the successful contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of termination. No payment shall be made for anticipated profit on unperformed services.

10.4 Ethics in Public Contracting. By submitting its Proposal, Respondent certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Respondent, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

10.5 Prohibited Contact. Registered and non-registered lobbying of SCBE staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the RFP is advertised and the date a final contract is awarded. ANY CONTACT BETWEEN SCBE STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A RESPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN SCBE STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE RESPONDENT FROM THE PROCESS. By submitting a Proposal, the Respondent represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

10.6 Conflict of Interest. Respondent certifies that no SCBE Board member, staff member or any SCBE employee has a financial or beneficial interest in the Respondent.

10.7 Mandatory Use of Form and Modification of Terms and Conditions. Failure to submit a Proposal on any official form provided for that purpose may be cause for rejection of a Proposal. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this RFP may be cause for rejection of the Proposal. Notwithstanding, the SCBE Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Proposal.

10.8 Errors or Omissions. The Respondent shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this RFP. Where errors or omissions occur in this RFP, the Respondent shall promptly notify the contact person listed in this RFP and report the identified error or omission. Inconsistencies in the specifications are to be reported before Proposals are submitted to SCBE.

10.9 Liability for Improper Date or Time Processing. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will indemnify and hold harmless SCBE and the officers, employees, Board members and agents of SCBE against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

10.10 Audit. Unless the contract is a firm fixed price contract, SCBE shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor's contract with SCBE. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing by the SCBE. By submitting a Proposal, the successful contractor grants to SCBE the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, SCBE will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. **RESPONDENTS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE SCBE MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.**

10.11 Compliance with Procedures. The successful contractor will comply with all procedural instructions that may be issued from time to time by SCBE. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.

10.12 Obligation of Successful Contractor. By submitting a Proposal, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.

10.13 Format of Services; Satisfaction of SCBE. The Respondent agrees that, if it becomes the successful contractor, the Respondent will fully provide to SCBE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this RFP, including any modifications and additions hereto. Furthermore, the Respondent agrees to be responsible for providing the Services in a manner and to an extent satisfactory to SCBE.

10.14 Delivery. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will deliver to SCBE all items required to be delivered by this RFP and the Agreement in a form, which is complete and ready for use.

10.15 Taxes. The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. SCBE is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. **A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF SCBE IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.**

10.16 Support. If it becomes the successful contractor, the Respondent agrees and affirms that, throughout the Agreement

Term, it will utilize its best efforts to assist and support SCBE in addressing any problem whatsoever relating to the Services or the Agreement.

10.17 Deviation from Specification. Accountability for the Services will rest solely with the successful contractor. Any inaccuracy in or other deviation of the Services from the required specifications will be corrected by the successful contractor within two (2) weeks after the successful contractor is notified of the inaccuracy or discrepancy.

10.18 Time for Performance. In order to minimize the disruption of schools and other SCBE facilities, the successful contractor will perform the Services during hours, which will be determined by SCBE.

10.19 Non-Discrimination. The Respondent is obligated not to discriminate against any employee of, or applicant for employment with, the Respondent on the basis of race, color, religion, handicap, national origin, sex or socio-economic status. This obligation shall include, but not be limited to the following matters: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Respondent is obligated to comply with all requirements of the Americans with Disabilities Act. In addition, all vendors wishing to do business with Respondent shall be afforded the same equal opportunity and non-discrimination. By submitting a response to this RFP, the Respondent confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFP or to any Proposal or contract related hereto, including in the performance under any such contract.

10.20 MWBE Policy and Local Preference Policy. Respondent can view the requirements of SCBE Policy 2010 and 2011 in Section D of this RFP. For projects with a value of \$250,000 or greater, SCBE requires majority-owned contractors to report all Direct Tier 2 Spend (spend directly related to the contract resulting from this process) with disadvantaged subcontractors (minority-owned, women-owned, veteran-owned, etc.) to SCBE on a quarterly basis. Reports will be submitted in a spreadsheet format to SCBE Procurement Services at [ProcurementServices@scsk12.org](mailto:ProcurementServices@scsk12.org).

10.21 Bonding or Other Security. If the Services include any type of construction or maintenance of a public building, work or other project to be provided under a contract having a contract price of more than One Hundred Thousand Dollars and No/100 Dollars (\$100,000.00), then, prior to the commencement of work under the contract, the successful contractor will execute and provide to SCBE a good and solvent bond to the effect that the successful contractor will pay for all the labor and materials used by the successful contractor or by any subcontractor, immediate or remote, in connection with the contract, in lawful money of the United States, as required by Section 12-4-118 of the Tennessee Code Annotated. The bond shall be for at least twenty-five (25%) of the contract price. The bond shall provide that the successful contractor shall promptly make payment when due of all taxes, licenses, assessments, contributions, penalties and interest on the project.

10.22 Insurance. By submitting a Proposal in response to this RFP, the Respondent certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Respondent certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Tennessee. During the term of the contract, SCBE reserves the right to require the successful Respondent to furnish certificates of any required insurance for the coverage required by SCBE, if any is required.

10.23 Confidential and Proprietary Information. SCBE is subject to the Tennessee "Public Records Act." Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Respondent.

10.24 Ownership of Computer Programs and Data. Ownership of all computer systems, programs, software, data, materials, documentation or similar products purchased, created or compiled in connection with the performance of the Services or the performance of obligations under any contract resulting from or related to this RFP, now or hereafter, shall vest completely and exclusively with SCBE. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to SCBE any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

10.25 Assignment of Contract. Upon execution, the contract shall not be assigned or subcontracted by the successful contractor, in whole or in part, without the prior written consent of SCBE.

10.26 Binding Nature of This RFP. By submitting a Proposal, the Respondent agrees to be bound by all of the provisions of this RFP. The Respondent further agrees that, if it becomes the successful contractor, the Respondent and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

10.27 Applicable Laws and Courts. This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the State of Tennessee. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Shelby County, Tennessee. Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.

**SECTION D - MINORITY, WOMEN AND DISADVANTAGED  
BUSINESS ENTERPRISE PARTICIPATION (MWDBE)  
AND LOCAL PREFERENCE POLICY**

The Respondent is encouraged to comply with the requirements of the SCBE Policies 2010 and 2011 “Minority, Women and Disadvantaged Business Enterprise Participation” and “Local Preference Purchasing”.

**Shelby County Board of Education**

**2010**

**Issued Date: 01/29/13**

**MINORITY, WOMEN AND DISADVANTAGED  
BUSINESS ENTERPRISE PARTICIPATION**

**I. PURPOSE**

To ensure that a program is developed and implemented that will significantly increase the amount of goods and services the Shelby County Board of Education purchases from minority, women, and disadvantaged business enterprises (MWDDBE).

**II. SCOPE**

This policy applies to the procurement of all goods and services by the Shelby County Board of Education, except those exempted by sole source contacts.

**III. POLICY STATEMENT**

The Shelby County Board of Education recognizes that minority, women, and disadvantaged business owners frequently face unique problems that are not encountered by majority-owned businesses. The Board is committed to ensuring that all vendors have an equal opportunity to do business with the Shelby County Board of Education. Therefore, the Board and administration will take concerted action to ensure that, to the maximum extent practicable, minority business enterprises will equitably share in the total volume of business awarded by the school system. This will be accomplished by developing and implementing a comprehensive supplier diversity program that will significantly increase the amount of business the school system does with minority, women, and disadvantaged-owned business enterprises without sacrificing quality, service, on-time delivery, and competitive value of the goods and services it purchases. Specific program goals will be established by the Board and strategies developed by administration for the awarding of contracts to minority, women, and disadvantaged business enterprises.

#### **IV. RESPONSIBILITY**

- A. The Superintendent is responsible for ensuring that a comprehensive program is developed and implemented which includes specific program designed to carry out this policy.
- B. The Purchasing Department is responsible for purchasing is responsible for actively seeking MWDBE to do business with the Shelby County Board of Education and for complying with the provisions of this policy and the program implementation.
- C. The Purchasing Department is responsible for providing quarterly and annual reports showing progress toward meeting the Board's established goals.
- D. The Superintendent is responsible for ensuring that this policy is followed.

## **LOCAL PREFERENCE PURCHASING**

### **I. PURPOSE**

To give a local preference to businesses located in Shelby County, Tennessee for the purchase of supplies, materials, equipment, and services.

### **II. SCOPE**

This policy applies to District level contracts with a total dollar purchase amount of \$10,000 or more.

### **III. DEFINITION**

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

### **IV. POLICY STATEMENT**

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee. The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide



a preference to local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

In the bidding of, or letting for procurement of supplies, materials, equipment and services, with a total price of ten thousand (\$10,000.00) dollars or more, if the lowest responsive bidder is a regional or nonlocal business, then all bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

In the case of request for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Local Businesses will be assigned five (5) percent of the total evaluation points up to a maximum of five (5) points.

In the event of a tie between a local and non-local business, favor shall be given to the Local Business and a coin toss method will be used to break ties between two (2) or more local businesses meeting said specifications.

#### **Exceptions**

This preference shall not apply to purchases or contracts that are funded in whole or in part by a governmental entity if the laws, regulations or policies governing such funding prohibit application of the Local Preference; when exigent emergency conditions or noncompetitive situations exist; and when a particular purchase, contract, or category of contracts for which SCS is the awarding authority is waived upon written justification and recommendation of the Board.

#### **Restrictions**

The Local Preference shall apply to District level purchases only. The preference shall apply to new contracts for supplies, materials, equipment, and services first solicited after January 29, 2013.

### **V. RESPONSIBILITY**

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.
- B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.

- C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.
- D. The Superintendent is responsible for ensuring compliance with this policy.

## **SECTION E - PRICING SCHEDULE**

## PRICING SCHEDULE

### PROFESSIONAL LEARNING MANAGEMENT SYSTEM

Please indicate your price for the aforementioned services. Total contract amount must include travel and related expenses, detailed miscellaneous expenses, as well as reflect all services and deliverables described within this proposal, which can be revised should Shelby County Schools Board of Education (“SCBE”) decide not to move forward with specific deliverables.

The proposed costs submitted shall remain valid for at least 120 days subsequent to the date of the RFP Proposal opening and thereafter in accordance with any resulting contract between the Respondent and SCBE. All monetary amounts are United States currency.

<i>Please check all that apply.</i>			
<b>This bid includes:</b>			
	<input type="checkbox"/> Professional Development Management System	<input type="checkbox"/> Video-based Platform for Learning and Coaching	<input type="checkbox"/> Observation/Calibration/Norming
Licensing Fees			
Training ( Indicate the type of training available and if it is free for users)			
<b>Cost Item:</b>			<b>Explanatory Notes or Comments:</b>
User Access	\$ -	per user	
Implementation Cost *	\$ -	flat fees	
To include:			
Project Manager ( Provision of project work Plan)			
Training of Super Users			
	\$ -	Flat Fees	
Additional Training			
Professional Development Training(Onsite)	\$ -	per day	
Professional Development Training(Webinar)		per session	
Customer Service/ Technical Support			
Help Desk Support, Year 1 ( Free Services requested )	\$ -	Free	

Help Desk Support, Year 2	\$ -	Flat Fees	
Help Desk Support, Year 3	\$ -	Flat Fees	
Help Desk Support, Year 4	\$ -	Flat Fees	
Database Management Expenses*	\$ -		
Fees related to Exporting Data		Flat Fees	
Maintenance*			
Maintenance Fees*	\$ -		
Additional Cost - Must Provide Details	\$ -		
Total District Cost (based on 12,000 users)	\$ -		



Pricing Sheet 1.xlsx

## **SECTION F - FORMS AND DOCUMENTS**

# Procurement Services Vendor Registration Forms

Please return via email to: [ProcurementServices@scsk12.org](mailto:ProcurementServices@scsk12.org)



All pages of this form must be completed and returned via email to [ProcurementServices@scsk12.org](mailto:ProcurementServices@scsk12.org). Incomplete forms will be returned.

Company Name <small>Company Name as listed on W-9</small>					Date		
Address							
City		State		ZIP Code		County	
Country		Telephone			Fax		
E-mail	Please note that the e-mail address must be that of the authorized Company e-mail. Only company addresses will be allowed. E-mail or physical addresses of sales representatives are not acceptable and will not be allowed.						
Federal Taxpayer Identification Number (as shown on W9 form) or Social Security Number (if appropriate)							
Vendors must include a completed page two of this form with their Vendor Registration. (International vendors must attach their completed W-BEN form).							
Address for Payment, <small>If different from above</small>							
City		State		Zip Code			
Authorized Company Officer & Title				Authorized Sales Representative			
Organization of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Non-Business Seeking Reimbursement							
Is your company a minority-owned or disadvantaged business as defined below? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>A minority business is defined as a business that is both owned and controlled by minorities and/or women. Minorities and/or women must own at least 51% of the business and control its management and daily operations. Minorities include Black, Women, American Indians, Alaskan Natives, Asian American, Hispanics and members of other groups determined to be economically or socially disadvantaged by the Small Business Administration under Section A of the Small Business Act as amended (15 USC 637 a). HUB Zone business as determined by the Small Business Administration is a small business located within a HUB Zone.</small>							
If yes, please check the category that properly defines your minority status: <input type="checkbox"/> African American <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic <input type="checkbox"/> Women Owned <input type="checkbox"/> Small Business Enterprise <input type="checkbox"/> HUB Zone <input type="checkbox"/> Other							
Uniform Certification Agency Certification Number							
Local Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		Requires a Shelby County Business License that has been held for the past 6 months.					
Are you a registered vendor on eSchool Mail? <input type="checkbox"/> Yes <input type="checkbox"/> No							
Are you currently an employee of the Shelby County Schools Unified District? <input type="checkbox"/> Yes <input type="checkbox"/> No							
If yes, please list assigned location/department/school:							
Have you ever been an employee of the Memphis City Schools of Shelby County Schools District? <input type="checkbox"/> Yes <input type="checkbox"/> No							
If yes please list your last date of employment with the Shelby County Schools Unified District: / /							
<small>Conflict of Interest: By submitting this signed form, you are declaring that no Shelby County Schools Board of Education Board Member or employee has a financial or beneficial interest in this company. Vendor also agrees to extend credit to Shelby County Schools Board of Education, without requiring a credit application, to fulfill any purchase orders and/or contractual obligations that may occur. Vendor's bid may be rejected should a credit application be required. NOTE: Each vendor is responsible for notifying Procurement Services of any future business name, address, telephone number, email, or any other vendor information change in writing.</small>							
Authorized Signature				Print Name and Title			



## **SECOND TIER PURCHASING**

Shelby County Board of Education utilizes a race neutral program for all purchases and contracts. In order to set benchmarks for all MWBE and Local Business Enterprises, we ask that our vendors review and actively participate per Policy 2010 and 2011 in Section D of this RFP.

In order to track the purchases and contracts issued to MWBE's (Minority Women Business Enterprises), we ask our vendors to indicate their level of second tier purchasing commitment. Second tier purchasing is defined below:

Second-tier purchasing is the process through which a first-tier (or prime) supplier utilizes a minority supplier either directly or indirectly.

Please indicate below the level of participation, in both dollars and percentage that would define the level of minority business enterprise participation for this project.

Second Tier Commodity \_\_\_\_\_  
(Example: Office supply vendors may purchase subsets from minority owned companies. Manufacturers may purchase a certain percentage from minority suppliers. This line asks for the commodity.)

M/WBE category for second tier supplier - PLEASE CHECK ONE:

- ☐ Hispanic
- ☐ Black
- ☐ Asian American
- ☐ Native American Indian
- ☐ Woman Owned

Dollars expended for this commodity, this project \$ \_\_\_\_\_

Percentage of this project \_\_\_\_\_ %

---

Name of Business (Please Print)

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Print Authorized Representative Name

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Signature of Authorization Representative

---

Date



**CERTIFICATION REGARDING DEBARMENT,  
MATTERS –**



**SUSPENSION AND OTHER RESPONSIBILITY**

**PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective primary and/or lower tier participant ("participant") is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction, however failure of the prospective participant to furnish a certification or explanation shall disqualify such person from participation in this transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including termination for cause or default, suspension and/or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including termination of this transaction for cause or default, suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, 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.
- (3) The prospective participant and its principals 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 in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Agency:**

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**Signature:**

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**Date:**

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## **SECTION G - APPENDICES**

