

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Professional Learning Management System** as specified herein. Proposals must be received by **2:00 p.m. on June 27, 2017**. Late proposals will not be considered nor returned.

**Deliver Proposals To:**  
**Request for Proposal Number 2563**  
**Knox County Procurement Division**  
**Suite 100**  
**1000 North Central Street**  
**Knoxville, Tennessee 37917**

**The Response Envelope must show the Proposal Number, Name and Closing Date.**

## **SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Matt Myers, Knox County Director of Procurement at 865.215.5750 or emailed to [matt.myers@knoxcounty.org](mailto:matt.myers@knoxcounty.org). Questions may be faxed to 865.215.5778. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Proposers shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will accept alternate proposals that meet specifications.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 **AWARD:** Award will be made to the most responsive, responsible Proposer(s) meeting specifications, who present the Proposal that is in the best interest of Knox County. The County reserves the right to make a single award or a multiple award. **Knox County reserves the right to not award this Proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Administrator of Business Outreach or  
Lori Holmann, Coordinator of Business Outreach at  
Telephone: 865.215.5760 or 865.215.5757 Fax: 865.215.5778  
Emails: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org) and [lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

- 1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.

- 1.8 COPIES:** Knox County **requires** that proposals being submitted by hand be in one (1) marked original and five (5) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc.
- 1.9 DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their Proposal being non-responsive and disqualified.
- 1.10 DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this Proposal, the Knox County Procurement Division **will not** accept electronically transmitted Proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.13 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- 1.13.1** If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- 1.13.2** Other weather issues shall be at the sole discretion of the Procurement Director.
- 1.13.3** Knox County will not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the Proposer in the preparation of their Proposal.
- 1.15 NON-COLLUSION:** Proposers, by submitting a signed Proposal, certify that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.16 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their Proposal response if the Vendor will accept Knox County's Credit Card (Visa) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.17 PROCESSING TIME FOR PAYMENT:** Proposers are advised that approximately thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

- 1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the Proposer's ability.
- 1.19 **PROPOSAL DELIVERY:** Knox County **requires** Proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that Proposals being submitted on paper shall:
- 1.20.1 Be submitted on recycled paper
  - 1.20.2 Not include pages of unnecessary advertising
  - 1.20.3 Be made on both sides of each sheet of paper
- 1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective Proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division no later than **June 13, 2017 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.22 **SIGNING OF PROPOSALS:** When submitting your Proposal in order to be considered, all Proposals **must** be signed. **Please sign the original in blue ink.**
- 1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.25 **USE OF PROPOSAL FORMS:** Vendors are to complete the Proposal forms contained in the Proposal package. Failure to complete the Proposal forms may result in Proposal rejection.
- 1.26 **VENDOR REGISTRATION:** Prior to the closing of this Proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms. Proposers must be registered with the Procurement Division **prior** to submitting their Proposal.
- 1.27 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.
- Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION--HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right off, set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Proposer hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, Proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1 INTENT:** The intent of these specifications is to convey to prospective Proposers the general type and quality of Professional Learning Management System as required by Knox County and Knox County Schools (KCS). Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

- 3.3 ADDITIONS--DELETIONS:** Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AWARD STATUS:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended four (4) additional one (1) year options. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.
- 3.5 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service.
- 3.6 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.7 CONTRACT EXECUTION:** The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Board of Education and by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance at this meeting.
- The Knox County Procurement Division will draft the Contract and no other Vendor forms (i.e. Terms and Conditions, Service Agreements or other standard Company forms etc.) will be accepted as Contract attachments.
- 3.8 EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:
- |  |                  |
|--|------------------|
| <b>Technical Specifications</b>        | <b>35 Points</b> |
| <b>Experience &amp; Qualifications</b> | <b>25 Points</b> |
| <b>Cost</b>                            | <b>25 Points</b> |
| <b>References</b>                      | <b>10 Points</b> |
- 3.9 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Proposer. This information may be appended to the Proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.
- Knox County reserves the right to conduct written and/or oral discussions/interviews after the Proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.10 LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.
- 3.11 NEGOTIATION:** Knox County may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Proposer. If Knox County and the selected Proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Proposer. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Knox County arising from such negotiations.

- 3.12 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.13 NO CONTACT POLICY:** After the date and time that the Vendor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.
- 3.14 PROPOSAL EVALUATION:** In evaluating the Proposals, Knox County reserves the right to use any or all of the ideas from the Proposals submitted without limitation and to accept any part or all, of the successful Proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.15 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the Proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.16 PROPOSER INTERVIEWS:** Knox County reserves the right to request Proposer interviews from those Proposers displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and experience of the Proposer. Neither Knox County nor Knox County Schools will be billed for any costs associated with interviews.
- 3.17 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a Proposer to become acquainted with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFP or to the contract.
- 3.18 REFERENCES:** Vendor must provide with their submittal three (3) relevant references of similar work completed in the last five (5) years. References submitted are to be accompanied with current contact information including name, email address and phone number. Failure for references to respond to inquiries may result in a deduction of possible points. **Vendor(s) may not list Knox County or Knox County Schools as a reference.**
- 3.19 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all Proposals received as a result of this request and to waive any informality, technical defect or clerical error in any Proposal, as the interests of the County may require. Non-acceptance of any Proposal will be devoid of any criticism of the Proposal and of any implication that the Proposal is deficient in any manner.
- Non-acceptance of any Proposal shall be construed as meaning simply that the County does not deem the Proposal to be acceptable or that another Proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.20 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.21 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **June 13, 2017 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

#### **SECTION IV SCOPE OF WORK**

- 4.1 SCOPE OF WORK:** The selected Proposer will work with Knox County Schools (KCS) to provide an on-line Professional Learning Management System for staff development to include:
- System for teacher level access to school-level and district-wide professional development offerings and individual records of participation in professional development activities.
  - School and district-level user access to propose, schedule, and manage single professional development activities/courses and course catalogues tied to large district-level events.
  - Course registration/attendance tracking and reporting to support monitoring of educators' professional obligations and participation in key professional development courses.

- 4.2 AVAILABILITY:** The account executive and/or team assigned to the County are to be able to accommodate consultation on as-needed basis. Please offer information as to what can reasonably be expected for a turnaround time for phone calls and emails. Specifically advise as to who KCS' first point of contact will be and the biography of that person, including qualifications. Place this information in Section VI, Part IV of submittal.
- 4.3 BACKGROUND INFORMATION:** Knox County Schools (KCS) is a public education agency. It is responsible for educating children in preschool through high school. There are approximately fifty-nine thousand (59,000) students and approximately eight thousand (8,000) employees. The district is comprised of ninety (90) schools which represent urban, suburban, and rural populations.
- 4.4 BILLING:** Vendor is responsible for billing of premiums to KCS. The format of billing will be mutually agreed to.
- 4.5 CONTRACTOR REQUIREMENTS:** The following are considered requirements for the selected Contractor. Proposers are to clearly note any deviations from these requirements in Section VI, Part IV.
- Contractor must provide personalized, staff-supported customer setup, including assistance with implementation of all components and templates.
  - If functions of the management system are deleted that were mandatory contractual requirements from the software, and/or the contractor offers those functions in other or new system products where the functions cannot be separated out, these functions shall be provided to the agency under the terms of their license along with any applicable modifications necessary to make the product operate with the licensed system, at no cost to the agency and shall be covered under the license/maintenance at no cost to the agency.
  - If the system solution is provided under a subscription licensing arrangement, all maintenance and technical support fees required in order to receive system updates (which includes enhancements, corrections, modifications, system configuration, database maintenance, additions and later versions of the licensed product) and fixes to technical support problems/website errors shall be included in the license subscription fees.
- 4.6 COST:** Proposers are to detail their proposed cost in Section VI, Part V. All cost proposals should be listed in an itemized format providing a total cost for five (5) years. Please itemize costs for each year. Costs that are not included with this proposal will **not** be paid by Knox County or KCS.
- 4.7 EXPERIENCE:** Provide a narrative summary describing company's experience in offering web-based professional learning management systems including number of years in business, number of years providing professional learning management systems. Include the biographies and/or resumes of the direct account contact and of the direct technical contact on behalf of your company. Provide a specific school district that you have successfully implemented this application for in the past five (5) years (may be a reference) and provide a brief narrative describing why it was successful. This should be submitted in Section VI, Part IV.
- 4.8 OFFERINGS & ATTRIBUTES:** The following are attributes of a successful provider. Proposers must respond in a question and response format in a detailed narrative including if proposed solution includes or excludes these optional offerings in Section VI, Part III.
- Ability to interface with outside vendor video and online professional learning content (including interface with Canvas Learning Management Software) as well as district-level video content and ability to warehouse extensive video library on a variety of topics.
  - Ability to connect to established on-line Professional Development Libraries covering a broad range of topics including but not limited to CCSS, research-based pedagogy, ELL, Special Education, 21<sup>st</sup> Century Skills, technology, and leadership.
  - Ability to assign compliance activities (videos, webinars, workshops, etc.) related to employment agreements on such topics as blood borne pathogens, sexual harassment, suicide prevention and/or other required training.
  - Capability to upload user-generated videos, professional articles, and instructional materials to use with vendor resources while maintaining district "copyright" of these materials.
- 4.9 PROFESSIONAL LEARNING MANAGEMENT TOOL REQUIREMENTS:** The following are considered requirements for the web-based staff Professional Learning Management Tool. Proposers must respond in a



question and response format in a detailed narrative including any deviations to each specification requirement. This narrative should be included in Section VI, Part III of this proposal.

- 4.9.1 Ability to upload state and district customized evaluation rubrics for all users as well as standards/expectations for professional learning.
- 4.9.2 Capable of a high level workflow process that allows multiple levels of approval and permissions for professional learning activities (building-level administrator/evaluator, supervisor, etc.).
- 4.9.3 Customizable reports including charts & graphs with both detailed and summarized information.
- 4.9.4 Ability to customize labels for professional development activities within the system to identify various types of credits/hours earned.
- 4.9.5 Ability to customize based on needs uncovered during implementation, changes to professional learning guidelines, rubrics, etc.
- 4.9.6 Training proposal to address initial implementation, as well as updates and enhancements, including the method to deliver the training, who will deliver the training, and plans for providing ongoing training support.
- 4.9.7 Ability to assign professional development based on observed areas of need, as well as teacher ability to voluntarily register for activities.
- 4.9.8 Allow for data import & export as needed. See 5.1 technical specifications.
- 4.9.9 Ability to interface with various databases (HR, Accountability, Absence Management, etc.) See 5.1 technical specifications and the technical specifications checklist for specific systems.
- 4.9.10 Ability to require and upload artifacts for activity completion, e.g., surveys, student work, lesson plans, formative assessment data, video, etc.
- 4.9.11 Ability to obtain instant and non-paper feedback from professional learning activities as needed.
- 4.9.12 User-friendly and streamlined process for proposing courses/sessions/activities.
- 4.9.13 User-friendly and streamlined process to generate individual user portfolios/transcripts of completed activities.
- 4.9.14 Ability to include an activity proposal approval in the workflow process.
- 4.9.15 Ability to communicate en masse or individually with registrants of particular activities.
- 4.9.16 Ability to develop individual professional growth plan for teachers including required work products, e.g., student outcome data, formative assessments, video, lesson plans, etc.
- 4.9.17 Ability to schedule individualized classroom level professional learning activities.
- 4.9.18 Enhanced search feature with the ability to search for activities by content/subject, indicator, grade level, and facilitator.
- 4.9.19 Single username/password connected to Active Directory.
- 4.9.20 Ability to create courses, assign sessions, room numbers, and presenters for large scale professional learning activities.

## **SECTION V TECHNICAL SPECIFICATIONS**

- 5.1 **TECHNICAL SPECIFICATIONS:** The technical specifications of the proposed application are to be clearly detailed in the Technical Specifications Checklist and the Technical Specifications Questionnaire. In addition, it should be noted whether responses are based on functional programming or developmental programming. If developmental, those areas/functions will need to be clearly indicated.

## SECTION VI REQUEST FOR PROPOSAL FORMAT

**PROPOSAL INFORMATION:** The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the Proposers. Knox County reserves the right to reject any Proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of Proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and five (5) exact copies as well as an electronic copy on CD/DVD, flash drive, etc.
- Page numbers should be placed on bottom center of pages.

### **PART I LETTER AUTHORIZING THIS PROPOSAL:**

- This **must** be signed by an authorized person who can legally bind the company.

### **PART II VENDOR INFORMATION:**

- Vendor Name, Address, Knox County Vendor Number, Telephone Number, Fax Number, Contact Person, E-mail address of Contact Person, Knox County Business License (If Applicable), Taxpayer Identification Number (EIN), Provide a statement as to whether or not you will accept payment via credit card (Visa), Acknowledgement of Addenda (if applicable)

### **PART III TECHNICAL SPECIFICATIONS:**

- Provide the completed Technical Specifications Checklist located in Attachment 'B'.
- Provide the completed Technical Specifications Questionnaire located in Attachment 'C'.

### **PART IV EXPERIENCE & QUALIFICATIONS:**

- Provide a narrative summary describing company's experience in offering web-based professional learning management systems including number of years in business, number of years providing professional learning management systems.
- Include the biographies and/or resumes of the direct account contact and of the direct technical contact on behalf of your company.
- Provide a specific school district that you have successfully implemented this application for in the past three (3) years (may be a reference) and provide a brief narrative describing why it was successful.

### **PART V COST:**

- Proposers are to detail their proposed cost for solution. Cost should be listed in an itemized manner that includes all additional service and/or materials cost. Please note that costs not outlined in proposal will **not** be paid.

### **PART VI REFERENCES:**

- Provide three (3) references of schools and/or school districts that provider has completed cooperative learning training for in the last three (3) years including a letter of recommendation from each. **Knox County and/or Knox County Schools may not be used as a reference.** The references sheet is located in Attachment 'A'.

### **PART VII OTHER INFORMATION:**

**Proposers may include under this tab any other information deemed pertinent to this solicitation. Any copies of Licenses and/or Certifications are to be submitted in Part VIII.**

### **PART VIII CRIMINAL HISTORY RECORDS CHECK:**

Attach the completed Criminal History Records Check

### **PART IX NON-COLLUSION AFFIDAVIT:**

Attach the completed Non-Collusion Affidavit

### **PART X IRAN DIVESTMENT ACT:**

Attach the completed Iran Divestment Act attachment

**PART XI**

**EXCEPTIONS:**

Proposers are to include any and all exceptions taken to this solicitation under this Part. Do not mark through or otherwise alter the language of this RFP in your response.

**Failure to provide any of the above information may result in the provider being disqualified from this process.**

**\*\*Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements or specifications of this Request for Proposal.\*\***

**ATTACHMENT A**  
**REFERENCES**

Reference Check Proposal 2563 Professional Learning Management System

Proposer \_\_\_\_\_

***Reference #1***

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person telephone number: _____
Contact Person e-mail: _____

***Reference #2***

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person telephone number: _____
Contact Person e-mail: _____

***Reference #3***

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person telephone number: _____
Contact Person e-mail: _____

**\*\*DO NOT LIST KNOX COUNTY GOVERNMENT OR KNOX COUNTY SCHOOLS AS A REFERENCE\*\***

**SUBMIT IN SECTION VI, PART VI**

**ATTACHMENT B**  
**TECHNICAL SPECIFICATIONS CHECKLIST**

Per Section 5.1 of Request for Proposal 2563, proposers are to complete the Technical Specifications Checklist and submit it in Section VI, Part III of their proposal.

<b><u>Item</u></b>	<b><u>Statement</u></b>	<b><u>Comply (Yes / No)</u></b>	<b><u>Notes</u></b>
1	The proposed application must authenticate Knox County Staff using Active Directory.		
2	Username to be unique to Knox County. Current assigned username for all AD authenticated applications is 9-digit ID number.		
3	Ability to size according to increase in staff from year to year to be in a range of 4,000-10,000 staff members.		
4	Proposed application must have help desk hours for 7:00 am - 8:00 pm Eastern time.		
5	Vendor should include name of the technical contact who would be assigned to the Knox County account.		
6	Proposed application must have video tutorial online for portion of training for employees.		
7	Proposed application must include separate quotes for certified staff and classified staff members and the application should have the ability and capacity to add classified staff as needed by Knox County.		
8	Vendor should be able to provide an LTI connector to CANVAS if required by Knox County Schools.		
9	Give details of security measures assured for proposed application.		
10	Is all web access secure with https?		
11	Import of all staff demographics must be an automated process without manual intervention.		
12	All imports should be scheduled to run nightly and add new users and edit existing users.		
13	Imports and formats of import must be transmitted via SFTP or other secure transfer method.		
14	Ability to accept imports from Knox County's SIS (ASPEN), HR (MUNIS), Learning Management (CANVAS), Staff Evaluation, and other KCS applications as needed.		
15	Allows for categorization by groups (grade level, school, subject area, etc.) and users must be able to be members of multiple groups.		
16	Application should have the ability to associate teachers to the scheduled classes they teach and subject area of certification.		
17	Describe backup process of the proposed application and its availability to Knox County Schools.		
18	Must be web-based in a secure hosting environment.		
19	Provide access from computers, tablets and mobile devices. Provide all operating systems, browsers, and iOS versions supported.		
20	What has been the historical time to develop support for new OS and browsers?		
21	The proposed solution should be vendor hosted.		
22	All staff development course offerings must allow for hierarchy of approval.		

**ATTACHMENT C**  
**TECHNICAL SPECIFICATIONS QUESTIONNAIRE**

1. For the proposed application please explain the following:
  - A. Available bandwidth for access guaranteed to Knox County Schools.
  - B. Give a detailed explanation of the hosting center.
  - C. Are there redundant hosting centers, and if so, where are they regionally located?
  - D. Provide evidence of the quality of uptime and availability. Knox County would require 99.99% uptime.
  - E. Provide information on service interruptions and time lost for the past two years.
  - F. Provide history of application updates and patches over the last two years, giving numbers of times, downtime during these updates and anticipated upgrades on an annual basis,
  - G. Give details of the security of the hosting data center.
  - H. Give details of disaster recovery process and the time anticipated to recover and be live.
2. Provide a detailed menu of cost associated with software development for Knox County Customized needs with regards to:
  - A. Active Directory integration
  - B. LTI development
  - C. Custom programing
  - D. Custom reports, transcripts
  - E. Development of file transfer layouts
  - F. Historical data imports
  - G. General programming
3. The proposed application must provide for access from computers, tablets and mobile devices. Please provide all operating systems, browsers, and iOS versions supported.
4. What has been the historical time to develop support for new OS and browsers?
5. Will a dedicated server environment be used for the proposed application for Knox County or will the data reside on servers in a mixed environment with other school districts?
6. If server space is dedicated to Knox County Schools, what direct access to these servers is allowed for Knox County School's programming staff?
7. Historical data (3-5 years) from the current staff development (MLP) will be required to be mapped to the proposed application. Please indicate how your solution would handle this requirement and please provide a cost associated with this requirement.
8. For the area of staff development, staff should have a storage area to attached document and examples of work, primarily text-based documents (MS Word, PDF, MS PPT, etc.) but possibly including video. What electronic document formats are accepted by the system? What is the proposed storage per staff member? What is the cost of additional units of storage?
9. Does the staff development application allow for upload of district created video, audio and slide decks. How is this upload accomplished?
10. State the formats of video and audio that are accepted for upload into the proposed application.
11. Does the staff development application reformat the videos uploaded to be viewed according to the device connecting? **Example:** iPad, Android, desktop computer?
12. Does the staff development application allow for uploads of high definition video and replay?

13. Course creation must flow easily and with user being able to add all information on a single page and then submit for approval.
14. The staff development application must have an up-to-minute calendar showing room availability for staff development areas.
15. The staff development application must allow for denial of registration based on group the staff member is associated. **Example: Elementary kindergarten teacher should not be allowed to sign up for a staff development course for high school AP Calculus.**
16. The application should provide a kiosk or other electronic method sign-in for attendance verification.

**\*\*Submit the completed Questionnaire in Section VI, Part III.\*\***

## Non-Collusion Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

\_\_\_\_\_

Title

My Commission expires \_\_\_\_\_



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

(To be submitted with proposal by proposer)

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

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,  
President or principal officer of \_\_\_\_\_,  
On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**REQUEST FOR PROPOSALS 2563  
IRAN DIVESTMENT ACT**

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

Authorizing signature: \_\_\_\_\_  
(Sign in BLUE ink)

**KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
REQUEST FOR PROPOSAL NUMBER 2563**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																								
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																								
NO	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																								
NO	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 50px;"><input checked="" type="checkbox"/></td> <td style="width: 150px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 50px;"></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)														COMBINE SINGLE LIMIT (Per-Accident) \$1,000,000 BODY INJURY (Per-Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)									
<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																										
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 40px;"> <tr> <td style="width: 100px;"></td> <td style="width: 150px;">CLAIM MADE</td> <td style="width: 50px;"><input checked="" type="checkbox"/></td> <td style="width: 50px;">OCCUR</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td> </td> <td>POLICY</td> <td><input checked="" type="checkbox"/></td> <td>PROJECT</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>LOC</td> </tr> </table>		CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR					GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	<input checked="" type="checkbox"/>	PROJECT								LOC	LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$ 2,000,000
	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																								
GEN'L AGGREGATE LIMITS APPLIES PER																											
	POLICY	<input checked="" type="checkbox"/>	PROJECT																								
			LOC																								
NO	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																								
NO	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																								
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																								
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																								
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																								
		PROFESSIONAL LIABILITY																									
NO NO NO NO	10.	<table border="1" style="margin-left: 40px;"> <tr><td>ARCHITECTS &amp; ENGINEERS</td></tr> <tr><td>ASBESTOS &amp; REMOVAL LIABILITY</td></tr> <tr><td>MEDICAL MALPRACTICE</td></tr> <tr><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>	ARCHITECTS & ENGINEERS	ASBESTOS & REMOVAL LIABILITY	MEDICAL MALPRACTICE	MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM																				
ARCHITECTS & ENGINEERS																											
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MEDICAL MALPRACTICE																											
MEDICAL PROFESSIONAL LIABILITY																											
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																								
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																								
NO	13.	MOTOR CARGO INSURANCE																									
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																								
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																								
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																								
NO	17.	DISHONESTY BOND	\$																								
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																								
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																								

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto.
23. Certificate of Insurance shall show the Request for Qualification number and title.
24. Other insurance required \_\_\_\_\_.

**Insurance Agent's Statement and certification:** I have reviewed the above requirements with the Provider named below has advised the Provider of required coverage not provided through this Agency.

Agency Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**Provider's Statement and Certification:** If awarded the contract, I will comply with the contract insurance requirements.

Provider Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_