



## **REQUEST FOR PROPOSALS**

### **Customized Benchmark Assessment Program For Kingsport City Schools**

**Date Advertised: February 4, 2026**

**Opening date: March 4, 2026**



**Sandra Sloan**  
Assistant Procurement Manager  
City of Kingsport – Kingsport City Schools  
415 Broad Street  
Kingsport, TN 37660

## REQUEST FOR PROPOSAL

Sealed Price Proposals for the following project will be received by the Procurement Manager until 4:00 PM Eastern Time on March 4, 2026 and at that time publicly opened in Conference Room 436, 4th Floor, City Hall located at 415 Broad Street, Kingsport, Tennessee. All proposals will be considered for award or rejection at a later date.

PROJECT: Customized Benchmark Assessment Program for Kingsport City Schools

Documents for the above referenced item are available online at <https://www.kingsporttn.gov/city-services/purchasing/invitations-to-bid-requests-for-proposals-requests-for-qualifications/>.

All questions regarding this Request for Proposal must be submitted to Sandra Sloan, Assistant Procurement Manager, Schools, at the following email, [ssloan@k12k.com](mailto:ssloan@k12k.com), no later than Wednesday, February 11, 2026, at 4:00 PM Eastern Time. All questions will be answered via Addendum, which will be added to the city's website by the end of business on February 18, 2026.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660 and marked "RFP – Customized Benchmark Assessment Program for Kingsport City Schools". The City, by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

PUB IT: 2/4/26

Chris McCart  
City Manager

## PROCUREMENT PROCESS

A. Proposals will be received by the Procurement Manager until 4:00 P.M., Eastern Time on Wednesday, March 4, 2026, at which time it will be publicly opened in Conference Room 436, City Hall, 415 Broad Street, Kingsport, Tennessee.

B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660  
Proposal for Customized Benchmark Assessment Program for Kingsport City Schools

C. An original hard copy, two (2) additional hard copies, and an electronic copy (flash drive) of the Proposal are required.

D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.

E. No submitted Proposal may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.

F. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE - It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted via email to the Assistant Procurement Manager, Schools, by the end of the business day, February 11, 2026 and addendum will be issued by 4:00 P.M., Eastern Time, on February 18, 2026 and will be available online at <https://www.kingsporttn.gov/city-services/purchasing/>. Written requests for clarification shall be submitted to the Assistant Procurement Manager, Schools, by email to [ssloan@k12k.com](mailto:ssloan@k12k.com).

It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications, and all Proposers shall be bound by such addenda, whether or not received by Proposer.

### General Terms and Conditions

A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.

B. Indemnification – The City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the

manner outlined by the Proposer in descriptive literature or specifications submitted with the Proposal. The City will not indemnify the successful Proposer.

- C. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.
- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- F. Insurance – During any work performed by the successful Proposer(s) on the premises of the City or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the City and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City."

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the City.

- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, Tennessee, delivery to City of Kingsport's location shall be without additional charge.
- H. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.
- L. The City, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the City.
- O. CONFLICT OF INTEREST:
  - 1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
  - 2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
  - 3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
  - 4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member:

5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If you answered yes please state the name of the employee or board member:

6. \_\_\_\_\_ By submission of this form, the vendor is certifying that no conflicts of interest exist.

**P. DRUG FREE WORKPLACE REQUIREMENTS:**

1. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

**Q. ELIGIBILITY:**

1. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

**R. GENERAL:**

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
2. Such offer is genuine and is not a collusive or sham offer.

**S. IRAN DIVESTMENT ACT:**

1. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/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 vendor is not on the list created pursuant to § 12-12-106.

**T. NON-COLLUSION:**

1. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
2. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**U. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:**

1. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school

property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

**V. NON-BOYCOTT OF ISRAEL AFFIDAVIT**

1. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.



## Required Documents Checklist

Please ensure your Proposal contains the items referenced below. Place a check beside each item once you have verified that the requested item is affixed or included.

The following items are required to be included with your Proposal:

- Signed & Notarized Compliance Affidavits Form
- Signed & Completed Proposal Form
- Reference List with Three References

**\*\*\*Failure to include the above referenced items may result in rejection of your Bid\*\*\***

**REQUEST FOR PROPOSAL**  
**Customized Benchmark Assessment Program for Kingsport City Schools**

**Invitation to Bid**

The City of Kingsport Procurement Department will be accepting sealed proposals for a Customized Benchmark Assessment Program for Kingsport City Schools. The Procurement Manager will receive sealed proposals until 4:00 PM, Eastern Time, March 4, 2026, and at that time they will be publicly opened in Conference Room 436 of City Hall, located at 415 Broad Street, Kingsport, TN 37660. All proposals will be considered for award or rejection at a later date.

The following RFP Specifications provides details on the requirements for the Customized Benchmark Assessment Program for Kingsport City Schools. The City of Kingsport for its Kingsport City Schools reserve the right to reject any and all bids and/or negotiate with the next compliant bidder when it is in the best interest of the school system.

The following projected timetable should be used as a working guide for planning purposes. The buyer reserves the right to adjust this timetable as required during the course of the process.

<b>EVENT</b>	<b>DATE</b>
Request for Proposal Issued	February 4, 2026
RFP Questions Due to ssloan@k12k.com	February 11, 2026, 4:00 PM Eastern Time
Addendum Issued	End of Business, February 18, 2026
RFP Proposal Due	March 4, 2026, 4:00 PM Eastern Time
Recommendation to Board of Education	April 14, 2026
Recommendation to Board of Mayor and Aldermen	April 21, 2026

**Scope of Work**

The City of Kingsport for its Kingsport City Schools is seeking a solution for district and school level customized benchmark assessment program for students participating in selected TCAP testing in grades 2-12 with an assessment platform and corresponding item banks. The program should offer high-quality TCAP aligned assessment questions with representative question types from all levels of Webb's Depth of Knowledge, be fully customizable, and additionally generate immediate student performance reports after each district and teacher created assessment.

Kingsport City Schools has approximately 5,400 students in grades two (2) through twelve (12) that would participate in selected benchmark testing. Elementary School Benchmarks for grade two (2) must include a paper benchmark option that is administered three times per year in ELA and Math. Elementary School Benchmarks (Grades 3-5) must include (3) tests per year in ELA, Math and Science. Middle School Benchmarks (Grades 6-8) must include (3) tests per year in ELA, Math, Science, and Social Studies with the additional ability to test middle school Algebra I and Geometry. High School Benchmarks in English I and II, Algebra I, Geometry, and Biology must include (3) tests per year for traditional courses and (2) tests per semester for block courses.

Proposals will be accepted for a District and School Level Customized Benchmark Assessment Program with Item Banks that meet the minimum specifications, performance requirements, and terms and conditions identified herein.

- a. Program includes questions aligned to the rigor and demand of Tennessee Academic Standards in an online and paper format similar to TCAP assessments.
- b. Program includes question types that represent all levels of Webb's Depth of Knowledge.
- c. Benchmark Assessments will be created by the vendor using new items and passages and a minimum of 30-35% recycled items during each assessment window that are customizable to district determined content and aligned to curriculum pacing.
- d. There needs to be an option to limit access to benchmark assessments within the platform until after test are administered to ensure confidentiality and security.
- e. Platform must contain item bank(s) that are continually reviewed and refreshed and are realigned to the Tennessee Academic Standards after newly adopted standards are approved at the state level.
- f. Platform and reports contain the ability to identify student mastery of a given Tennessee Academic Standard through reporting using a built-in report generator directly after the administration of benchmarks and assessments created by the district and/or teacher to specifically include Tennessee standards-based reports.
- g. Reports provide predictability values aligned with the corresponding TCAP assessment that are generated within a week or less after the closing of district administered benchmarks.
- h. Platform utilizes a management tool that can be used to group students based on mastery of Tennessee Academic Standards and assessment performance. Preferably, student mastery is indicated on reports using Tennessee specific performance levels (1-4).
- i. Platform includes the ability for teachers to collaborate and share customized assessments with colleagues.
- j. Program includes a text-to-speech tool, which includes the reading of mathematical equations, formulas, graphs, and other mathematical tasks as well as ELA passages and internal items. Furthermore, accessibility features must be included in the platform including the ability for enlargement and the ability to print copies from PDFs.
- k. Public Domain passages should not be utilized.
- l. Program includes online tools similar to TCAP capabilities (lockdownbrowser, calculator, highlighter, answer eliminator, ruler, magnifier, color contrast, etc.).
- m. Assessments require students to select answers through various question types including multiple choice, multiple select, written response, and technology enhanced items such as graphing and text manipulation.
- n. Program allows for district and/or teacher to create and save assessment items that may be included in district and/or teacher created assessments.
- o. Program allows online district and/or teacher created assessments to be saved as PDFs.
- p. The program should provide the ability to export student assessment results and related reporting data in standard, machine-readable formats (e.g., CSV or similar). The solution should also support secure data extraction via an Application Programming Interface (API) and/or scheduled flat file exports. Exported data should accurately include student identifiers, assessment information, scores, and relevant metadata and be suitable for ingestion into the district's enterprise data dashboard environment, including platforms powered by Google BigQuery.

- q. The reporting platform provides both district and teachers with the ability to disaggregate data and to report student subgroup information and reports efficiently.
- r. The program must be fully compatible with Windows 11 computers and Google Chromebooks and must function fully through the Google Chrome web browser. All assessment administration, scoring, and reporting features must be accessible without the installation of additional software or browser extensions.
- s. The program must integrate with the district's ClassLink Roster Server to support automated rostering, user provisioning, and enrollment updates. The integration must allow for secure, ongoing synchronization of student, teacher, class, and school data to minimize manual administrative workload.
- t. The program should support automated grade and score passback of assessment results to the district's Student Information System (SIS). This process should occur securely and without the need for manual data entry by teachers or staff. The solution should ensure accurate alignment of students, courses, and assessments and provide reliable, timely synchronization to reduce instructional and administrative workload. The grade passback process should require minimal initial configuration and should not require repetitive setup by administrators or teachers once established.
- u. Respondent representative(s) shall, in a timely manner, work on a regular basis with district/school personnel in order to answer all questions regarding production or financial matters pertaining to the individual services required.
- v. A local and/or toll-free phone number(s), live chat, and/or email address(es) for KCS's access to Respondent' representative(s). Respondents shall respond to all request/telephone calls to include personalized customer service and technical support between 7:00AM-5:00PM, EDT, Monday-Friday.
- w. Respondent shall provide a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Respondent shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Respondent further agrees to indemnify and hold harmless the City from any claims arising out of failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the agreement between the two parties. Please see Exhibit B for further information.

### **Piggyback Clause**

Any municipality, county, utility district, or other local governmental unit of this state desiring to purchase supplies, goods, equipment, and services under contracts or price agreements entered into by the City of Kingsport for its Kingsport City School shall make such purchases on the same terms and under the same rules and regulations as the City of Kingsport. Any local governmental unit that purchases pursuant to Tenn. Code Ann. § 12-3-1203 shall directly handle payment, refunds, returns, and any other communication or requirements involved in the purchase without involving the City of Kingsport. The City of Kingsport and the Kingsport City Schools shall have no liability or responsibility for any purchases made by another local government unit under a contract that the City of Kingsport negotiated and consummated.

### **Payment**

Upon completion and acceptance by the Owner, the successful bidder is to submit an invoice to the owner for payment. The City will make a payment to the bidder within 30 days of the new fiscal year. For recurring payments related to service, invoices shall be prepared to coincide with the Owner's fiscal year (i.e. July 1, 2026 to June 30, 2027).

### **Withdrawal of Proposal**

It is understood that any bidder may withdraw a submitted bid any time before the designated time for opening of bids. After this time, no bidder may withdraw a bid submitted until a period of one hundred twenty days (120) days has elapsed from the time of the opening of the bids.

### **Safety Regulations**

The bidder is solely responsible for complying with any city, county, state or national ordinances or laws that apply to the safe and legal operation of the business. This may include, but is not limited to, compliance with TOSHA regulations.

### **Questions**

Address all questions regarding this RFP to Sandra Sloan, Assistant Procurement Manager, Schools, at [ssloan@k12k.com](mailto:ssloan@k12k.com) , no later than February 11, 2026, 4:00 PM Eastern Time. Questions submitted will be answered in an addendum and posted on the City of Kingsport Purchasing webpage by 4:00 PM Eastern Time on February 18, 2026. All questions must be submitted in an email and will not be accepted after the deadline.

### **Contracts**

All proposals are to be valid for a minimum of 120 days, during which time awards will be established and contracts signed. Awarded fee structure shall remain in effect for an initial term of 12 months. The City of Kingsport may also want to extend the award for additional years in one-year increments. At the end of the initial term, pricing/fees may be negotiated at that time.

For any agreement resulting from this RFP, the City of Kingsport reserves the right to cancel upon 30 days' written notice without penalty and may elect not to renew the agreement at the end of the current contract term.

The language of this RFP shall be binding unless amended by the City of Kingsport and the awarded vendor. The terms and conditions of this Request for Proposal and any related executed agreements shall constitute entire agreement.

It is the Bidder's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements. The bidder must be prepared to substantiate compliance upon request by the City.

### **Proposal Requirements**

Bidders must submit One (1) Original, Two (2) Copies, and an electronic copy of all proposal documents on a memory drive. The original will be maintained in the City of Kingsport Procurement Department and in City Records.

The proposal shall be submitted on the Proposal Form, furnished as part of this RFP document and be duly executing and without qualifications. In addition to the required proposal form, it is preferred that the bidder attach a scope letter on the bidder's letterhead detailing the work proposed by the bidder. Also required, Reference List and Compliance Affidavit.

The bidder, by executing a proposal, warrants that the services and/or products to be supplied to City of Kingsport for its Kingsport City Schools shall be of the highest quality and workmanship. In the event that the services and or products are found to be ineffective or do not conform to specification, the City of Kingsport reserves the right to cancel the contract upon written notice to the bidder or to obtain the

services and or products from a separate organization, in which case the original bidder shall be held liable for any additional costs which may be incurred.

Owner shall consider the qualifications of the bidders, their subcontractors or representatives, and may conduct investigations as deemed necessary in order to evaluate any person or groups of persons designated to perform/provide the services and products. The bidder shall state the organization's qualifications, experience, and details.

Each bidder will need to submit references for awarded contracts of similar size and scope that have been completed by the bidder. Such bidders are required to include names, e-mails, and phone numbers of contacts familiar with similar proposals.

Proposals shall be submitted on the Proposal Form which is a part of this RFP and must be signed by an employee who is authorized to bind the company or firm by his or her signature. In addition to the Proposal Form to be submitted to the Owner, it is acceptable and preferred that the bidder attach a scope letter on the bidder's letterhead detailing the work proposed by the bidder.

All required documents, flash of the proposal should be sealed in an envelope and marked on the outside of the envelope, RFP Customized Benchmark Assessment Program for Kingsport City Schools. The City of Kingsport for its Kingsport City Schools will not be held responsible for the premature opening of unmarked envelopes if sent through the regular mailing system.

This RFP does not commit the City of Kingsport or Kingsport City Schools to any specific course of action. The City of Kingsport reserves the right to not select any bidder or purchase any goods or services resulting from this RFP.

### **Sealed Proposal Instructions**

All proposals must include the following forms to be considered:

- Completed Proposal Form (2 Pages)
- Signed and Notarized Compliance Affidavit (2 Pages)
- Reference Information List (1 Page)

Submit sealed proposals to the following:

Procurement Manager  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660  
Customized Benchmark Assessment Program for Kingsport City Schools

### **Method of Source Selection**

The City of Kingsport is using the competitive proposal method of source selection, as authorized by the City of Kingsport Code of Ordinances for this procurement.

Awards, if made, will be made to the responsible bidder whose proposal is most advantageous to the City of Kingsport for its Kingsport City Schools, taking into consideration price and the other factors set forth in the RFP.

Owner may conduct discussions with responsible bidders that may be selected for the award for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements.

### Criteria Used to Determine Winning Proposal

Topic	Criteria	Superior	Good	Poor	Don't Know	N/A
Functionality Ease of Use	Tool has a user-friendly interface and is easy for teachers and students to become skillful with in an efficient manner. The Responder's program has been successfully implemented in other districts and/or classrooms and has the qualifications necessary to undertake this project. The vendor creates benchmark assessments and/or provides assistance with assessment development for the district.					
Standards Connection	Items and texts align to Tennessee Academic Standards and appropriate Lexile levels for each grade level and subject area.					
Equality for All	Texts, items, and images are gender fair and free of racial, ethnic, and cultural biases or stereotypes.					
Required Equipment	Use of the tool does not require equipment beyond what is typically available to teachers and students. Ability to administer read-alouds (text to speech) is preferred. (Primary use with Windows 10 devices, Chromebooks, Apple iOS devices)					
Quality of Item Banks	Item banks contain high-quality questions for tested subjects in ELA, math, science, and social studies. The banks include items that represent multiple types including technology-enhanced question types.					
Metrics/Analytics Reporting	There is a robust set of reports available to teachers, principals, and district leaders that include demographic and subgroup breakdowns, standards analysis, item analysis, and student mastery based on TCAP performance levels.					
Adaptability & Accessibility	Product is compatible with other programs such as ClassLink and Canvas Learning Management System.					
Cost/Benefit	The educational benefit of using this program clearly justifies the cost when compared with other assessment resources. The proposed solution meets the needs and criteria set forth in the RFP. Include costs for (1) one year, with the option to renew for additional years one year at a time.					

Accessibility Options	There are multiple accessibility and accommodated features including TTS, enlargement, and other enhanced tools.					
Tech Support/Help Availability	Tool provides “live chat” and toll-free call assistance from 7:00 a.m. to 5:00 p.m. Monday through Friday with online assistance. There is a robust support platform of videos, online tutorials, and resources.					
Development of Benchmarks	Benchmarks shall be created using new items and passages with limiting of up to 30-35 recycled questions from previous benchmark assessments.					
Passages	Passages should not be “Public Domain” as to ensure and engage the knowledge-and interest-level of students.					

## References

Each Respondent is required to provide three (3) references from organizations similar in size and scope of the Kingsport City Schools. The Respondent has provided the same or similar deliverables within the past three (3) years. The District, in its sole discretion, will confirm the Respondent’s experience and/or ability to provide the services required and described in its Proposal by checking the Respondent’s references and the provision of the references by the Respondent is deemed to be consent to such confirmation/contact with the references. The City of Kingsport for its Kingsport City Schools, reserves the right to revisit the Respondent’s scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Respondent’s answers to the rated requirements and the results of the reference check.

## Disclaimer and Cancellation

Owner reserves the right to accept any bid, reject any or all bids, not select any bidder or purchase any goods and to waive any informality received where such acceptance, rejection, or waiver is considered to be in the best interest of the school system.

Owner also reserves the right to reject any proposal where evidence or information submitted by the bidder does not satisfy the system that the bidder is qualified to carry out the requirements of the contract documents.

Owner reserves the right to disregard any and all nonconforming, incomplete, or conditional proposals and to negotiate contract terms with the successful bidder to obtain contract prices within available funds.

## **Exhibit A**

### **Compatibility with Existing Kingsport City Schools Software & Hardware**

The Respondent acknowledges that Kingsport City Schools has invested significant resources in its existing electronic platforms and processes. The Respondents shall ensure that all goods and services are delivered to Kingsport City Schools in a manner and form that is compatible with Kingsport City Schools existing products and services, a list of which is attached hereto as Exhibit A. The requesting department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Respondent's goods are incompatible with these products and services and thereby non-conforming substantially impairing the value of the goods.

- Kingsport City Schools utilizes Google for email and the Canvas learning management system.
- District Devices:
  - Windows 10 PC – Chrome browser
  - Chromebooks
  - Apple iOS
- Rostering/Provisioning
  - All rostering/provisioning of account is processed using RosterServer by ClassLink. Vendors will need to work directly with the developer contact at ClassLink to configure an integration. Roster data is available in OneRoster V 1.1 format via REST API or CSV export only.
- SSO (Single-Sign On)
  - ClassLink provides our Single Sign-On dashboard for all staff and students. Vendors will need to work with the developer contact at ClassLink to setup an SSO app for the Dashboard. ClassLink is compatible with any standards based SSO process (SAML, OAuth2, LTI, Sign in with Google, etc.).

## **Exhibit B**

### **Accessibility Requirements**

Prior to the acquisition of any new software or application, vendors need to be aware of and agree to comply with the accessibility requirement of 28 CFR Part 25. 28 CFR Part 25 requires that all delivered products and services provided or made available by local government entities are readily accessible to and usable by individuals with disabilities. This includes compatibility with assistive technologies such as screen readers, keyboard navigation, and other adaptive tools.

28 CFR Part 25 requires conformance to Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA for web-based and software systems.

This means, among other things:

- o All functionality must be usable via keyboard
- o Content must be readable by screen readers
- o Color contrast must meet minimum standards
- o Images, forms, and interactive elements must have proper labels

As part of delivery/software implementation, the City will require documentation of accessibility conformance (e.g., a VPAT or equivalent) and remediation of any identified accessibility issues.

Accessibility issues are considered defects and must be addressed in a timely manner.

Failure to comply with 28 CFR Part 25 and WCAG 2.1 Level AA will result in the City being unable to do business with the vendor.

**COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)**

**THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.**

**VENDOR:** \_\_\_\_\_

**CONFLICT OF INTEREST:**

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. Do you or any officers/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

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5. Are you or any officers/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes please state the name of the employee or board member

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6. By submission of this form, the vendor is certifying that no conflicts of interest exist.

**DRUG FREE WORKPLACE REQUIREMENTS:**

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

**ELIGIBILITY:**

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

**GENERAL:**

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

**IRAN DIVESTMENT ACT:**

11. Concerning the Iran Divestment Act ( TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/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 vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: \_\_\_\_\_

BY (NOTARY PUBLIC): \_\_\_\_\_

MY COMMISION EXPIRES ON: \_\_\_\_\_

**RFP Customized Benchmark Assessment  
Program for Kingsport City Schools  
*Proposal Form***

TO: Procurement Manager  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

**I. Bid Pricing for RFP School System Customized Benchmark Assessment Program with Item Banks**

Having examined the Scope of Work and all information included in this Request for Proposal, the undersigned proposes to furnish all labor, material, equipment, supervision, and services necessary in accordance with the bid documents for the sum of:

	<b>Qty</b>	<b>Year 1</b>	<b>Total Price</b>
Elementary School Assessments – Grade 2 (3 per yr) ELA & Math	550		
Elementary School Assessments - Grades 3-5 (3 per yr) ELA, Math & Science;	1650		
Middle School Assessments - Grades 6-8 (3 per year) ELA, Math, Science & Social Studies (including Algebra I and Geometry at the middle school level);	1800		
High School Assessments - Grades 9-10 (3 per year-Traditional) (2 per semester- Block) ELA ,Math & Science	1450		
Yearly Fees or Other (please specify in proposal)		\$	
		\$	
		\$	
<b>TOTAL COSTS</b>		\$	

**II. Addenda**

The following addenda have been received and are hereby acknowledged:

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**RFP Customized Benchmark Assessment  
Program for Kingsport City Schools  
*Proposal Form***

**III. Acceptance**

This offer shall be open for acceptance and is irrevocable for (120) one hundred twenty days from the bid closing date.

**IV. Bid Form Signatures**

Note: Bid must be signed by person authorized by the Corporation By-Laws to bind it into contract.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Reference Contact List