DATE: August 30, 2019

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: Request for Qualifications No. 111-20, Social Emotional Learning Programs

Fulton County Schools (FCS) invites you to submit a submittal furnishing any and all goods and/or services required for Social Emotional Learning Programs.

Sealed Qualifications will be received subject to the attached terms specified in “Instructions & Conditions”, at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Qualifications will be received up to 2:30 p.m. local time (as per the Contracting Department time clock) on Tuesday, October 1, 2019. Statements of Qualifications must be time stamped by FCS in the manner described herein in order to be timely.

Questions regarding the submittal process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email at wecare@fultonschools.org. Only questions received prior to 4:00 p.m. on Tuesday, September 17, 2019 will be considered.

Statements of Qualifications are subject to rejection if the signature page is not completed and returned with the submittal on or before time of submittal opening.

QUALIFICATIONS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE SUBMITTAL PER ENVELOPE, PLAINLY MARKED “REQUEST FOR QUALIFICATION NO. 111-20” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL THEN “NO SUBMITTAL” MUST BE INDICATED AS SUCH ALONG WITH THE RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcspurchasingdept.org
SOLICITATION NO. 111-20

REQUEST FOR QUALIFICATION

FOR

SOCIAL EMOTIONAL LEARNING PROGRAMS

FULTON COUNTY SCHOOLS
CONTRACTING DEPARTMENT
ADMINISTRATIVE CENTER
6201 POWERS FERRY ROAD
ATLANTA, GEORGIA 30339
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FOR

REQUEST FOR QUALIFICATION NO. 111-20

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SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

1. INTRODUCTION

   a. To be entitled to consideration, sealed Submittals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.

   b. Offeror(s) shall submit sixteen (16) sealed submittals (one (1) original, fifteen (15) copies and one (1) flash drive) to the office of the FCS Contracting Department, 6201 Powers Ferry Road, Atlanta, Georgia, 30339. Delivery of submittals shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. Postal Service) only.

   c. Submittals received after the date and time specified by the time clock in the FCS Contracting Department will not be considered. It is the Offeror’s responsibility to ensure that its submittals are submitted in a timely manner.

   d. FCS reserves the right to accept or reject any or all submittals and to waive minor irregularities and technicalities. The judgment of FCS on such matters shall be final.

   e. The terms Bidder, Vendor, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits the submittal in response to this RFQ.

2. REQUEST FOR QUALIFICATION PROCESS:

   This solicitation is a Request for Qualification (RFQ). The Offeror provided submittal will be given an evaluation by a committee. If a firms’ submittal does not meet Fulton County Schools’ standards of acceptance, the firm will not be recommended for further consideration in the categories indicated in their submittal. Offerors may be requested to provide additional information or clarifications during the evaluation process.

   Results of the evaluations will be reported to the Contracting Department. A list of recommended firms, and the category for which they are deemed to be qualified, will be presented to the Fulton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) are agreed upon, the firm will become eligible for project assignments.

3. GOVERNMENTAL ENTITY

   a. The governmental entity, the owner, for whom the work will be executed is:

   Fulton County School District, Georgia (hereinafter “FCS”).
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

4. PREPARATION OF SUBMITTALS

a. All submittals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the submittal shall initial corrections in ink.

b. Specifications used are intended to be open and non-restrictive. Potential Offeror(s) are invited to inform the FCS Contracting Department in writing whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled receipt of submittals will not be acted upon unless the FCS Contracting Department rules that it is in the best interest of FCS to consider.

c. By submitting a submittal, the Contractor warrants that any goods supplied to FCS meet or exceed specifications set forth in this solicitation.

d. The FCS Contracting Department will be the sole judge in making the determination as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the Contractor.

e. If any supplies, materials, and equipment are provided to FCS under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to FCS will be deemed to have breached the contract, and appropriate action will be taken by the FCS Contracting Department.

f. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Contractor cannot meet the required delivery date, a submittal should not be submitted. Contractors may provide alternative schedules and/or delivery dates in their submittals. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract awarded could result in the Contractor being declared in default.

g. An authorized officer of the company shall sign submittals.

h. The Contractor covenants with FCS to furnish its professional skill and judgment with due care in accordance with the care and skill normally exercised with experienced and competent, licensed employees performing the same or similar services at the same time and place and in accordance with any specific requirements of the solicitation
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

(the “Standard of Care’’). The Contractor acknowledges and agrees that the standard of care is a material term of this solicitation.

5. FAILURE TO RESPOND TO THE SOLICITATION

If a submittal is not submitted, the solicitation is to be returned marked “no submittal”. Failure to provide a submittal or “no submittal” may result in the company being removed from the FCS mailing list.

6. TAXES

FCS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in submittals. However, in the event taxes are required by state or federal law for the services or products outlined in this submittal, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by FCS.

7. CHARGES AND EXTRAS

Submittals shall define all pricing and all pricing must remain firm for each year that the contract is in effect. When stating equipment pricing at minimum the stated price shall be F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. Any additional work, such as installation shall be clearly stated in the submittal.

8. ADDENDA

Offeror(s) are notified that they must thoroughly examine submittal documents which include, Cover Sheet, Table of Contents, Submittal Conditions, Specifications, Request for Sealed Submittal and Offeror’s Checklist, together with Addenda thereto issued prior to the receipt of submittal.

Any addenda issued in writing during the time of solicitation shall be included in the submittal, and each will be incorporated in the subsequent contract.

If any person or firm contemplates submitting a submittal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request via facsimile at (470) 254-1248 to the Contracting Department for interpretation.

Interpretations of submittal documents will be made by Addenda only. Copies of all addenda will be posted on the FCS Contracting Department’s Website www.fcspurchasingdept.org for all who have obtained a set of submittal documents from the Contracting Department to use in the preparation of submittals. FCS will not be responsible for any other interpretations or explanations.
SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

No oral interpretations will be made to Offeror(s) as to meaning of submittal documents. Requests for such interpretations shall be made in writing to the Executive Director of Contracting. Failure on the part of the Contractor to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by FCS. All interpretations made to the Offeror(s) shall be made to the form of addenda to the submittal documents and sent to all Offeror(s). Offeror(s) are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc. of the site will influence the submittal for contract performance.

9. WITHDRAWAL OF SUBMITTALS

A submittal cannot be withdrawn after it is delivered to FCS, unless Offeror makes a request in writing to the Owner prior to the time set for receiving submittals, or unless the Owner fails to accept or reject the submittal within one hundred and twenty (120) days after the date fixed for receiving said submittals. After the submittal opening, FCS Contracting Department, at its sole discretion, will permit withdrawal only when the best interest of FCS would be served. If withdrawal is allowed, FCS reserves the right to determine that the Contractor is chronically not responsible.

10. ADDITIONAL TERMS NOT BINDING

FCS shall not be bound by any terms and conditions included in any Offeror’s proposed contract(s), including but not limited to, terms and conditions related to any provided service or good, limitations of the Offeror’s liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, FCS’ purchase order related to this solicitation or contract.

FCS encourages the submission of value-added recommendations by Offeror, but discourages the submission of terms which negate or conflict with the terms and conditions of this solicitation (See Section 11 below). If Offeror has additional terms and conditions, including but not limited to supplemental contracts or purchase orders, that Offeror is proposing, then Offeror must provide a list of the documents and a copy of each document in the listed order, with the Offeror's initial RFQ response. Additional documents proposed by Offeror may not incorporate other documents by reference - all documents Offeror proposes FCS consider must be listed and attached to Offeror's Submittal. No additional terms, conditions or documents will be considered after the submittal due date unless specifically requested by FCS.
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

11. EXCEPTIONS AND PROPOSED CONTRACT MODIFICATIONS

The terms and conditions contained in this solicitation comprise the contract terms and conditions proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose up to 100 points for substantive modifications proposed by Offeror which materially differ from the RFQ terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFQ terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may also result in an Offeror’s submittal being deemed to be nonresponsive.

Nonetheless, if an Offeror must take exception to the contract terms, the exceptions to the scope of work and/or technical requirements must be clearly identified along with the reason for the exception and submitted with Offeror's submittal on Appendix II attached. Similarly, if Offeror must propose modifications to the solicitation's contractual terms, then Offeror must use Appendix III to specifically identify the contract provision Offeror seeks to modify, the reason for the proposed modification and Offeror must provide the specific contract language Offeror proposes to substitute in place of the provision. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using Appendix III. These Forms shall be placed in the submittal immediately after the executive summary.

Proposed exceptions and proposed modifications must not conflict with or attempt to preempt the mandatory requirements set forth in the Special Stipulations Section of this solicitation.

No exceptions or proposed modifications will be considered after the submittal due date unless such modification is specifically requested by FCS. Offerors are cautioned to limit exceptions and proposed contract as they may be determined to be so material as to cause rejection of the Submittal as non-responsive. All exceptions and proposed modifications shall be evaluated in accordance with the appropriate evaluation criteria established by FCS and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract modifications. Exceptions and modifications which grant the Offeror an impermissible competitive advantage as determined by FCS in its sole discretion will be rejected.

If there is any question whether a particular exception or modification would be permissible the Offeror is strongly encouraged to inquire via written question to FCS prior to the deadline for submitting questions.

No exception or proposed contract modification shall be binding on FCS unless specifically accepted by FCS in writing and acknowledged by FCS as a change to the terms of the solicitation.
SUBMITTAL CONDITIONS

SECTION I - PREPARATION AND SUBMISSION OF SUBMITTALS

12. COMPLIANCE WITH LAWS

All goods and/or services furnished shall comply with all applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all FCS policies, procedures, operating guidelines and/or regulations. Offeror must and shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of FCS data, including student data, personnel information and other confidential information.

This section is not subject to the “Exceptions and Proposed Contract Modifications” as outlined in Section I, Paragraph 11, above.

13. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to submittal opening date. Other protests shall be filed not later than three (3) working days after submittal opening date, or if the protest is based on subsequent action of FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the Executive Director of Contracting. Protests which are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for FCS’s reasonable attorney’s fee and expenses of litigation for any protest arising out of this solicitation in which FCS is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

14. PURCHASING POLICY

The FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines and Regulations are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation an Offeror, potential Offeror, or Contractor agrees to be bound by the FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

Please go to www.fcspurchasingdept.org to review the FCS Purchasing Policy and Procedures – DJE.
SECTION II – CONTRACT AWARD

1. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by FCS, or otherwise furnished, to the selected Offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this solicitation and any addenda thereto, the Offeror’s submittal (as amended by a best and final offer if called for) and the contract award letter or establishing purchase order and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the award letter which are not included in or otherwise expressly incorporated into this contract. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the Executive Director of Contracting all terms and conditions of FCS contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

2. CONTRACT AWARD

A contract will be awarded to the responsible Offeror whose Submittal is determined to be the most advantageous, is of best value to FCS and with whom an acceptable contract can be negotiated and agreed upon. Statements of Qualifications and Submittals will be evaluated on a combination of factors (see the subsequent portions of this solicitation for weighted evaluation factors). It is within FCS’ sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within FCS’ sole and absolute discretion to determine Contractor’s responsibility or responsiveness after a contract is entered into. Finally, it is within FCS’ sole and absolute discretion to terminate this agreement, to not renew a Contract or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that FCS has in relation to its solicitation process.

3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, FCS terms and conditions shall govern.

4. INSURANCE

When the responsive and responsible Offeror has been identified, he or she will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within five (5) days of the date of written notification to the Offeror. Providing proof of and maintaining the insurance coverage indicated below will be reviewed as part of the Offeror’s qualifications, including but not limited to whether the Offeror is responsive or responsible.

Offeror shall maintain at its sole cost and expense such insurance as will fully protect it and FCS and FCS’s Board, officials, directors, officers, employees, agents and volunteers
SECTION II – CONTRACT AWARD

from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Offeror’s professional liability (errors and omissions) under this submittal and Contract, whether such services and work are performed by the Offeror, by any subcontractor or any tier directly employed or retained by either.

A. The following general requirements apply to any and all work under this Contract by all Offeror and subcontractors of any tier.

1) Any and all insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, until all work has been completed to the satisfaction of FCS, and for three (3) years thereafter. Any and all insurance must be on an occurrence basis. Professional Liability may be on a claims-made basis.

No Offeror or subcontractor shall commence any work of any kind under this contract until they have complied with all insurance requirements.

2) FCS shall be covered as an Additional Insured under any and all insurance required by the Contract documents excluding Workers’ Compensation & Employer’s Liability Insurance, and Professional Liability. The Workers’ Compensation & Employer’s Liability Insurance policy shall contain a waiver of subrogation in favor of FCS. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on any and all applicable policies. In addition to the Certificate of Insurance, the Offeror shall provide the Additional Insured Endorsement. The Offeror acknowledges that Additional Insured status and waiver of subrogation for FCS is a material term of the solicitation and the Offeror agrees to provide any endorsements to any insurance policies reflecting FCS status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Offeror being determined to be not responsive. Certificates of Insurance indicating that such coverage is in force shall be filed under this Contract by the Offeror to FCS Contracting Department. Further, if the Offeror fails to procure any of the requested insurance required under this solicitation, or make the Fulton County School District an Additional Insured under the applicable policies, then the Offeror will be determined to be not responsive.

3) FCS shall be given not less than forty-five (45) days’ prior written notice of the cancellation or material change of any insurance required by the Contract documents.

4) Each and every insurance agent shall warrant, when executing the certificate of insurance, that they are acting as an authorized representative on behalf of the companies providing coverage to the Contract as required by the contract document and that he/she is licensed by the State of Georgia to conduct business in the State of Georgia and that the companies providing insurance coverage to the Offeror are
SECTION II – CONTRACT AWARD

currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

5) Any and all companies providing insurance required by the Contract documents shall meet or exceed the minimum financial security requirements as set forth below.

For all Contracts, regardless of risk, companies providing insurance required by the Contract Documents shall have a current:

   a. Best’s Rating of not less than A
   b. Best’s Financial Size Category of not less than Class X.

6) In the event the Offeror neglects, refuses, or fails to provide the insurance required by the Contract documents, or if such insurance is cancelled for any reason, FCS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Offeror or FCS shall have the right to terminate or non-renew the Contract.

B. Workers’ Compensation and Employer’s Liability Insurance

The Offeror shall procure and maintain Workers’ Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this Contract. In addition to the below, Workers’ Compensation Insurance must be in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes.

Offeror acknowledges that Fulton County Schools does not provide nor is legally liable for Offeror workers’ injuries including death and is not required to provide Workers’ Compensation to any Contractor, subcontractor or any tier. Offeror also acknowledges that he/she is responsible for its employees and to the Georgia Workers’ Compensation Act.

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<td>Bodily Injury by Disease</td>
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<tr>
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C. Commercial General Liability Insurance

The Offeror shall procure and maintain Commercial General Liability Insurance in an amount not less than $1,000,000 each occurrence and $2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract
SUBMITTAL CONDITIONS

SECTION II – CONTRACT AWARD

applies. These are the minimum insurance coverage and limits that the Offeror shall maintain. If the Offeror maintains broader coverage or higher limits than the minimums shown above, FCS requires and shall be entitled to all coverage and for higher limits maintained by the Offeror. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an “occurrence” form.

D. Automobile Liability Insurance

The Offeror shall procure and maintain Automobile Liability Insurance with limits of liability of not less than $1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability. If the Offeror does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Offeror’s personal automobile policy or the Commercial General Liability coverage required under this Contract.

E. Umbrella Liability Insurance

The Offeror shall procure and maintain Umbrella Insurance with limits of liability excess of Employer’s Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than $3,000,000.

F. Professional Liability (Errors and Omissions)

The Offeror shall procure and maintain during the life of the Contract, Professional Liability Insurance (all certified / licensed professionals) coverage with limits of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate, including coverage for Errors and Omissions caused by Offeror’s negligence in the performance of its duties under this Contract. The policy shall include Independent Contractors providing professional services on behalf of the Offeror. Liability under a contract of professional services must be covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. Offeror shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

G. Property Insurance

Offeror assumes sole responsibility for loss or damage to its property and hereby releases FCS and FCS’s boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Offeror, its agent, representatives, employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.
SECTION II – CONTRACT AWARD

H. Primary and Non-Contributory Coverage

For any and all claim(s), the Offeror’s insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by FCS shall be non-contributory.

I. Health Insurance

The Offeror agrees that any obligation to provide health insurance to the individuals utilized by the Contractor shall be the sole and exclusive responsibility of the Offeror.

J. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) day prior written notice to FCS.

2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making FCS and FCS’s boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.

3. Workers’ Compensation and Employer’s Liability and Property insurance policies shall contain a waiver of subrogation in favor of FCS, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.

4. Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Offeror to FCS, Attn: Contracting Dept., 6201 Powers Ferry Road, Atlanta, GA 30339. Certificate must include RFP, RFQ, or Contract number and Project name.

K. Claims-Made Policies

If Offerors’ Professional (Errors and Omissions) Liability Insurance is written on a claims-made coverage form:

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.
SECTION II – CONTRACT AWARD

2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of Contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to FCS for review, if/when requested.

L. Certificates of Insurance and Verification of Insurance Coverage

Offeror shall furnish FCS with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by FCS Contracting Dept before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Offeror’s obligation to provide them. FCS reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

M. Subcontractors

Offeror shall require and verify that all subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.

N. Non-Limitation on the Offeror’s Liability

The obligations for the Offeror to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Offeror, whether or not same is covered by insurance.

O. Special Risk or Circumstances

FCS reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
SECTION III – POST AWARD

1. ASSIGNMENT

By the submission of this submittal, the Offeror agrees not to assign the contract or purchase order to others unless specifically authorized in advance in writing by the FCS Contracting Department.

2. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the Contractor.

3. PAYMENT

The Contractor shall invoice FCS on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance.

4. TERMINATION FOR DEFAULT:

a. In the event any property or service to be furnished by the Contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Contractor with his submittal, FCS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, a Contractor will be given the opportunity to respond to a “cure notice” and/or a “show cause notice”. In either case the Contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt or refusal of either notice. Failure to do so will be cause for termination.

In such event with specific instructions by the Executive Director of Contracting, the Contractor shall immediately remove the property without expense to FCS and replace all rejected property with such property or services conforming to the specifications or samples.

b. If the contract is terminated for default, FCS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the Contractor or that may thereafter become due to the Contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted in addition to the reasonable cost of FCS staff time spent securing substitute(s) at $18/hour. Price paid by FCS in such event shall be the prevailing market price at the time the substitute purchase is made.
SECTION III – POST AWARD

c. Failure by a Contractor to perform on delivery of goods or services as specified may also result in the removal of the Contractor from doing business with FCS for a period of up to one (1) year and FCS reserves the right to determine that the Contractor is chronically not responsible.

5. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Contractor with thirty (30) days written notice.

6. PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

The Contractor shall, at his own expense, obtain all necessary licenses, permits and bonds; give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. The Contractor shall maintain the licenses, permits and bonds required in a current status after award and throughout the course of the contract.

The Contractor shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

7. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by FCS solely from appropriations received by FCS. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of FCS no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS (hereinafter referred to as “Event”) in accordance and as set forth in O.C.G.A. § 20-2-506(b)(2). In such Event, the Chief Financial Officer of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of FCS certification, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another Contractor at the same or higher annual cost to FCS.

8. OFFEROR’S APPLICATION FORM

If the Contractor does not have an application on file with FCS please go to www.fcspurchasingdept.org to register.
SECTION III – POST AWARD

9. PROGRESS REPORTS

When requested by FCS, the Contractor shall furnish such reports as required.

10. INDEPENDENT CONTRACTOR STATUS

Contractor agrees that it is an independent contractor and FCS is not responsible for the payment of any salaries, taxes, health insurance, benefits or other costs associated with the provision or workers by Contractor employees under this Agreement. FCS is not responsible or liable for the hiring, termination, or discipline of Contractor’s employees.

All workers utilized by Contractor to perform work for FCS ("assigned workers") are intended by the parties to be the common law employees of Contractor and not of FCS. As such, Contractor is responsible for: (a) providing workers’ compensation and general liability insurance coverage with respect to the assigned workers, (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act ("ACA"); and (d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Contractor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers' compensation acts, social security acts, the ACA and other such legislation; and Contractor shall fully indemnify FCS for any failure by Contractor to comply with such laws.

FCS is not responsible or liable for the hiring, termination, or discipline of Contractor’s employees. If there are allegations of misconduct involving one or more of Contractor’s employees connected to any work under this Agreement, FCS reserves the right to require the Contractor to remove promptly any of Contractor’s employees from FCS’ premises pending the resolution of the employee misconduct. Contractor agrees to promptly comply with any such request from FCS and to cooperate in any investigation with FCS. The failure to cooperate with FCS may result in the termination of the agreement or non-renewal of any agreement with the Contractor, which will be determined by FCS’ sole discretion.

11. FORCE MAJEURE

Neither FCS nor Contractor shall be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, or acts of government or government agency or officers.
1. NON-DISCRIMINATION

The Contractor, by the submission of a submittal or the acceptance of an order or contract, does agree in providing the goods and services covered under the submittal or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

2. FCS NON-DISCRIMINATION

FCS does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Contracting requirements.

4. DRUG-FREE WORKPLACE

By submission of a submittal, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor’s employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such Offeror.

5. CERTIFICATION OF NON-COLLUSION

By submitting a submittal, the Offeror certifies: “that this submittal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a submittal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.”

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the submittal shall be abided and that the person signing this submittal is authorized to sign the submittal for the Offeror.
SECTION IV – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all submittals are rejected, there shall be no liability on the part of FCS for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by Federal law, Georgia law or under the contract.

9. SPECIAL STIPULATIONS- MANDATORY

The following special stipulations are binding upon Offeror and FCS and may not be modified or amended. These special stipulations are not subject to the “Exceptions and Proposed Contract Modifications” outlined in Section I, Paragraph 11, and these special stipulations shall supersede and govern in the event of any conflicting term or provision. **Failure to accept these special stipulations will result in your submittal being declared non-responsive.**

(a) GOVERNING LAW. This solicitation and any contract arising out of the solicitation shall be interpreted under governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts, and waives any objections Offeror may now or hereafter have based on venue or forum non-convenience.

(b) PROHIBITIVE AGREEMENTS. To the extent required by applicable law, any provision contained in any Offeror document that violates the prohibition against a pledge of credit by FCS, or requires FCS to expend funds for purposes other than educational purposes, or constitutes a waiver of FCS' sovereign immunity, or constitutes an illegal gratuity, or requires FCS' indemnification of Offeror is null and void.

(c) CONFIDENTIALITY, PRIVACY AND SECURITY. The Offeror's employees, agents and subcontractors may have access to or become aware of FCS’ confidential information including without limitation FCS’s strategic plans, employee data, student data and other such information of FCS (collectively referred to as the “Confidential Information”). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is Confidential Information unless otherwise expressly designated by FCS. Offeror must maintain the highest levels of security in order to preserve and protect the confidentiality of FCS’s data and to protect and prevent unauthorized disclosure and use of student and personnel information.
SECTION IV – OTHER

It is imperative to protect students’ privacy in order to comply with FERPA, to avoid discrimination, identity theft or other malicious and damaging criminal acts. Offeror must and shall adhere all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all FCS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security. Offeror represents and warrants that it will adhere to applicable privacy standards as required with respect to education records and personally identifiable information as required by FERPA and its implementing regulations, as well as the requirements under the Protection of Pupil Rights Amendment (PPRA) and its implementing regulations. Offeror will also comply with the Children's Online Privacy Protection Act (COPPA) and its implementing regulations. To the extent Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission.

In its own discretion, FCS may designate Contractor as a "school official" within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other confidential information of FCS that Offeror or Offeror's subcontractors may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this submittal. Offeror is required to and shall immediately notify FCS when it becomes aware of any security or data breach, or a suspected security or data breach. All Confidential Information as well as other documents, data and information provided to the Offeror by FCS is and will remain the property of FCS to the extent that it was the property of FCS at the time it was provided to the Offeror. All Confidential Information and all other FCS data and information shall be returned to FCS by the Offeror, without charge, within five (5) business days of the completion of the services under this submittal unless, and to the extent as required by law, regulation or professional standards. If requested by FCS, an officer of the Offeror will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof have been delivered to FCS or destroyed.

To the extent Contractor is an “operator” as defined by the Georgia Student Data Act (“SDA”), Contractor shall comply with the provisions of O.C.G.A. § 20-2-666. Specifically, Contractor shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Contractor has acquired because of a student’s use of Contractor’s website, service, or application; (2) use information created or gathered by Contractor’s website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous
SECTION IV – OTHER

notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Contractor shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student’s data within 45 days if FCS requests deletion of data under the control of FCS.

Contractor understands that FCS must comply with the SDA and Contractor shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Contractor shall: (1) provide FCS student data maintained by Contractor in electronic format unless Contractor demonstrates and FCS agrees, in FCS' sole discretion, that the requested data maintained by Contractor cannot reasonably made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

(d) OPEN RECORDS ACT. Offeror acknowledges and agrees that FCS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide FCS with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

(e) HOLD HARMLESS AGREEMENT. The Offeror shall Hold Harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees (“FCS Indemnitees”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror’s or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror’s action(s) or inaction(s), or which are the result of any subcontractor’s action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this submittal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the
services provided under this contract. The Offeror’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a FCS Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the FCS Indemnities.
1. CONTRACT TYPE

The contract type contemplated for this solicitation is a Requirements Contract.

2. CONTRACT PERIOD

The performance period for this contract is one (1) year subject to Paragraph 3, Options below. Contract performance shall begin on the date stated in the contract award letter.

3. OPTIONS

In addition to the base period of one (1) year, there are four (4) one-year options to be exercised at the sole discretion of FCS, with the same terms, conditions and pricing (except as otherwise provided in the contract) of the base year.

4. CATEGORY OF AWARD

It is the intent of FCS to qualify multiple companies for inclusion on the approved list.

5. REQUIREMENTS CONTRACT CLAUSE

This is a Requirements Contract for a Social Emotional Learning Programs. Approval and placement on the list does not guarantee that an Offeror will be selected by FCS to provide services.

6. RECEIPT OF ADDENDUM

Addenda issued to solicitations will be available at the FCS Contracting Department or on the department web site located at www.fcspurchasingdept.org. FCS’ Contracting Department shall not bear responsibility for receipt of addenda by mail. If Contractors do not acknowledge receipt of all addenda the bid or submittal may be determined to be non-responsive by the FCS Contracting Executive Director.

7. DELIVERY REQUIREMENTS

Delivery of services may be authorized by Purchase Orders issued by FCS within thirty (30) days of the date of the purchase order.

8. OWNER’S REPRESENTATIVE

Supervision and monitoring performance of the contract will be performed by FCS’ Representative, Chelsea Montgomery, Executive Director Counseling, Psychological, and Social Work Services or her designee(s).
9. SUBMITTALS

Offerors are responsible for submitting offers so as to reach the FCS Contracting Department office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the Offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Telephone or fax bids will not be accepted. FCS shall not be responsible for the premature opening of a submittal not properly addressed and identified, and/or delivered to the incorrect destination.

10. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor’s full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, et seq. as amended and Georgia Department of Labor Rule 300-10-1, et seq. is a condition for the contract submittal and any contract award. Contractor is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Contractor’s submittal.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix I) with your submittal shall result in your submittal being declared non-responsive. If a Contractor claims one or more of the documents is inapplicable then the Contractor shall mark the form “Not Applicable” and submit it with their submittal. FCS reserves the right to request additional information from the Contractor to substantiate information provided to FCS. The failure to respond to such a request may result in the Contractor being determined to be non-responsive.

Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

11. COMMUNICATION WITH FCS STAFF

From the issue date of this solicitation until completion of the entire solicitation process and announcement of award notification, all Contractor communication must be authorized by and directed to the Contracting Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company’s response.
12. **CONFLICT OF INTEREST**

As part of the negotiation process, the Offeror is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of FCS and the name of any FCS employee who owns, directly or indirectly, a stock interest in the Offeror's firm or any of its branches. The Offeror is required to disclose any other real or apparent conflict of interest with any FCS employees.

13. **DEBARMENT AND SUSPENSION**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Entities if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

14. **RECORD RETENTION**

The successful bidder agrees to retain all books, records and other documents relative to this agreement for five (5) years after final payment. The Entities, their authorized agents and/or Federal grantor agency, the comptroller General of the United States, or any of their duly authorized representatives and/or state representatives shall have full access to, and the right to examine any books, documents, papers, and or records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

15. **CLEAN AIR ACT AND CLEAN WATER ACT**

The successful bidder agrees to comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. Contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating
ADDITIONAL CONDITIONS

Facilities; and Contractor will immediately notify the Entities of the receipt of any communication indicating that any of Contractor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

16. ENERGY POLICY AND CONSERVATION

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the Fulton County Board of Education energy conservation plan and Gwinnett County Public Schools Board of Education energy conservation plan issued in compliance with the Energy policy and Conservation Act (Public Law 94-163, 89 Stat.871).

17. LABOR SURPLUS AREA FIRMS

It is the intent of the Entities to assure that Labor Surplus Area Firms have an equal opportunity to participate in the Entities Purchasing requirements.

18. GIFTS AND GRATUITIES

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

19. SEVERABILITY

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

20. FULFILLMENT OF ORDERS

If reimbursement is lost due to failure to meet the terms of this contract or unauthorized substitutions of product, the Entities MAY require the supplier to pay a dollar amount equal to the cost of the product, the reimbursement lost, and any fines.

In addition, the Entities may put the distributor on the Entities debarment lists and restrict the company or any representative of the company from participating in future solicitations with the Entities’ school nutrition programs.

21. PIGGYBACK CLAUSE

This solicitation allows for other State and Local Government Agencies within the State of Georgia to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Bidder and the third-party entity.
22. **CRIMINAL HISTORY BACKGROUND CHECKS**

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract. The Contractor shall be notified in writing of FCS’ intent to award a contract, and shall proceed at that time, to coordinate the criminal history background checks with the FCS Department of Safety & Security, (470) 254-0599. If the criminal history summary report reveals any felony convictions or no final disposition for a charge, the FCS Department of Safety & Security shall determine if the Contractor’s employee is eligible/ineligible to perform services in FCS. Contractors shall not employ for the services of FCS, any person who does not pass the criminal history summary background check, as determined by the FCS Department of Safety & Security.

The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check, and be deemed eligible to perform services for FCS, as determined by the FCS Department of Safety & Security. This shall be done prior to the employee starting work.

23. **COMPLIANCE WITH LAWS AND SECURITY REGULATIONS**

In performing the services called for in this contract, the Contractor shall comply with the following:


- Family Educational Rights and Privacy Act (20 U.S.C. § 1232g and implementing regulations) in a manner to assure compliance with the confidentiality requirements thereof.

- Federal laws (including Title VI, VII and IX) prohibiting discrimination based upon race, sex, religion, national origin, marital status and disability.

- Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq. and implementing regulations).
1. PURPOSE

FCS is soliciting submittals from Offerors to provide school-wide Social Emotional Learning (SEL) curriculum and programming in all Fulton County Schools (FCS). The goal of this solicitation is to create a marketplace for all schools to access and choose the best Social Emotional Learning (SEL) program to fit their school’s population.

2. BACKGROUND

As the fourth largest school system in Georgia, FCS has more than 14,000 full-time employees, including more than 7,500 teachers and other certified personnel, who work in 106 schools, administrative and support buildings. During the 2018-19 school year, approximately 95,152 students attended classes in 59 elementary schools, 19 middle schools, 17 high schools (including two open campus high schools) and ten (10) charter organizations.

FCS is one of the most unique school systems in the nation. Though not Georgia’s largest school system in terms of student enrollment, it is, however, one of the largest systems in geographic area. From its southern end in the City of Chattahoochee Hills to its northernmost tip in Johns Creek, the county is more than 70 miles long. The result is that FCS is physically bisected by the City of Atlanta and its school system, Atlanta Public Schools. While this wedge often leads to references of north Fulton and south Fulton, there is only one Fulton County School system.

FCS is a tremendously diverse district both in terms of demographic and socio-economic enrollment, a unique combination of urban, rural, and suburban district characteristics all in one. Our district encompasses 13 municipalities in the metro Atlanta, Georgia area; however, the City of Atlanta has its own school district. Fulton is a majority-minority district (43% Black, 31% White, 14% Hispanic, 10% Asian, and 3% Multi-Racial). More than 45% of FCS students receive free and/or reduced-priced meals, and 56% percent of all our schools are classified as Title I. To underscore the significant variances in individual student and local school needs across a district that spans 80 miles, Fulton has schools where 96% of students are economically disadvantaged; conversely, Fulton has schools where less than 5% are economically disadvantaged. 10% of FCS students are classified in special education, and 7% are classified as having limited English proficiency.

At the beginning of the 2017-18 school year, Fulton County Schools rolled out the new Strategic Plan 2022. This plan serves as a guide and a focus for our work as a district and a community over the next several years. It is intended to ensure that all stakeholders – including the school board, district staff, principals, teachers, students, parents and community members – are working toward a shared set of goals and priorities.
Strategic Plan 2022 articulates what should be true for FCS's graduates and a set of four (4) focus areas that outline what we will be known for as a district by 2022. FCS will prepare students with strong academic foundations and the skills needed to navigate life beyond graduation. FCS has set up Student Success Skills to increase the percentage of students who demonstrate mastery of academic and interpersonal skills needed for college, career and life success. The six (6) skills are: Sense of Belonging, Sense of Self-Awareness, Self-Management, Social Competence, Collaborative Program Solving, and Reflective Learning Strategies.

3. REQUEST FOR QUALIFICATION PROCESS

A committee will review the Statement of Qualifications and evaluate the qualifications of the Offeror(s). Offeror(s) should make their best effort to describe their capabilities and expertise. The results of the evaluation will qualify SEL consultants to be included on the list of pre-approved vendors to provide Social Emotional Learning Programs for FCS. All Offerors who qualify will be notified of their selection and given an opportunity to provide submittals “as-needed” to FCS.

4. SCOPE OF SERVICE

FCS is seeking qualified offerors to be included on a pre-approved list of SEL programs for schools to choose from. Multiple Offerors will be included on the pre-approved list for all eight (8) categories listed below.

Recommendation for award of a category or categories does not constitute a promise of work.

FCS seeks submittals from Offerors who can demonstrate expertise and experience in all eight (8) categories listed below. For each category, Offerors must provide data to demonstrate capabilities:

Category 1: Evidence-based

Your program must:
- Be Collaborative for Academic, Social, and Emotional Learning (CASEL) approved; OR
  Provide documentation of a research study (at minimum a random controlled trial or quasi-experimental, pre/post-test for at least three (3) schools; include sample size)
  Provide studies of your program with diverse populations (i.e. urban/suburban, race, social-economic status, gender, and culture)
  Be included in other national databases (i.e. Substance Abuse and Mental Health Services Administration (SAMHSA), What Works Clearinghouse);
- Provide research in progress and plan to collect ongoing data;
- Complete annual program evaluation which includes outcomes of treatment and return on investment analysis;
REQUEST FOR QUALIFICATION INTRODUCTION

Category 2: Implementation/Fidelity

Your program must:
A. Requirements for group size;
B. Requirements for participant ages;
C. Requirements for implementation; during a protected time or integrated throughout the school day;
D. Requirements/Qualifications for staff to implement/facilitate program;
E. Requirements for follow-up trainings for staff who implement the program;
F. Provide a sample of fidelity tools for staff who implement the program (walk-throughs, observations, etc.).

Category 3: Alignment to District’s Student Success Skills (SSS)

Your program must:
A. Submit documentation of alignment of program with the six (6) SSS- Sense of Belonging, Sense of Self-Awareness, Self-Management, Social Competence, Collaborative Problem Solving, and Reflective Learning Strategies;
B. If selected, develop an aligned curriculum map between SSS standards (anticipated completion of standards by October 31, 2019) and their curriculum; include pacing options;
C. Identify which of the six (6) SSS are strengths of your program and include supporting content.

Category 4: Delivery Method

Your program must:
A. Hardcopy kit material one (1) copy and online resources/materials;
B. Information about accessibility to materials including the ease of use, ability to be downloaded, ability to access without an internet connection, access to videos of how to implement program, and a phone application;
C. Number of students required for each session;
D. Frequency of sessions;
E. Length of each session;
F. Number of sessions/lesson plans per year;
G. Demonstrated ability to be integrated into real-life practice through handouts, videos, games, activities, and/or books;
H. Demonstrated ability to be integrated into academics through handouts, videos, games, activities, and/or books;
   a. Demonstrate ability to be integrated into career and technical courses
I. Diverse learning methods such as a tiered implementation option, modifications for diverse learners, non-readers, English as a Second Language (ESOL), and those with various degrees of disabilities;
J. Size and amount of tangible materials that are required to support the program (i.e. space required for storage and shareability);
Category 5: Training/Coaching

Your program must include:
  A. Initial training/coaching: method options (in-person, web-based), time requirements, required materials for training;
  B. Ongoing training/coaching: consultation and support (in-person, phone, web-based), refresher training options, and frequency required;
  C. Associated costs with each of the following:
     i. Initial training/coaching
     ii. Ongoing training/coaching;
  D. Details of train-the-trainer model including associated costs and materials.

Category 6: Sustainability

Your program must include:
  A. Details regarding materials (reproducible vs. annually purchased)
  B. Frequency that the curriculum is updated and associated costs

Category 7: Parent/Guardian Engagement

Your program must include:
  A. Accessibility and content summary of website/videos for parents/guardians
  B. Take-home activities to be completed with family
  C. Correlated activities for family and community engagement (during school-events, parent teachers association (PTA) meetings, etc.)
  D. Parent/Guardian communication materials (i.e. newsletters, pamphlets, videos)

Category 8: Technology

Your program must include:
Technology Requirements (Appendix IV)

5. EVALUATION AND SELECTION PROCESS

Services sought under this solicitation are considered professional in nature. Consequently, evaluation of submittals shall be based upon consideration of the demonstrated qualifications and capabilities of the qualified firms, resulting in an award that is in the best interest of FCS.
REQUEST FOR QUALIFICATION

THE SUBMITTAL

A. OFFEROR’S RESPONSIBILITY

It shall be the responsibility of the selected firm(s) to meet all specifications and guidelines set forth herein. No submittal will be considered that does not provide a serious and reasonable response to the solicitation. Each submittal will be evaluated in its entirety.

B. ORAL INTERVIEW/Demonstration

FCS may require qualified Offeror(s), considered in the competitive range, to participate in a detailed oral interview/demonstration to fully discuss their submittal and qualifications for this project and to answer questions posed by FCS. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

C. SUBMISSION OF SUBMITTAL

Submittals shall be submitted in two (2) sections: (1) technical capability and (2) business stability (if applicable). Sixteen (16) sealed submittals (one (1) original, fifteen (15) copies) and one (1) flash drive shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the Offeror may choose to propose; however, the concept shall be placed within the framework of the two (2) sections.

D. BASIS OF SELECTION

Submittals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are technical capability and business stability.

E. PREPARING THE SUBMITTAL

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped “proprietary”. It is not acceptable to label the entire submittal as confidential and proprietary.

F. EXECUTIVE SUMMARY

An executive summary of not more than two (2) pages stating the Offeror’s overview of the project shall precede the specific required sections.
G. THE SUBMITTAL

SECTION I – TECHNICAL CAPABILITIES (800 Points)

A. METHODOLOGY: (200 Points)

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the FCS requirements for this RFQ. Through this RFQ, FCS is looking for evidence based SEL programs and curriculums for diverse populations. The desired solicitation should provide a comprehensive social and emotional learning program which will assist students with understanding and managing emotions, setting and achieving positive goals, feeling and showing empathy for others, establishing and maintaining positive relationships and making responsible decisions (CASEL, 2019). The programs must align with the FCS board approved Student Success Skills (SSS) and in-development standards. Programs must meet expectations in all eight categories in order to be considered for recommendation. The school-wide program should include specific lessons plans, technology components, along with parent and community activities. Desired programs will include initial and on-going training and implementation support for staff. The vendor will be able to meet the needs of individual schools; this may include timelines, training, materials, etc. Through the RFQ process, multiple programs will be selected to be included in the FCS SEL marketplace.

It shall be the responsibility of the selected Offeror to meet specifications and guidelines set forth therein. Offers considered shall provide a serious and reasonable submittal to the solicitation. Submittals shall be evaluated in its entirety.

B. CAPABILITIES: (600 Points)

For each category (under Scope of Services) that the Offeror is attempting to qualify for, the Offeror shall:

Capability 1: Evidence-based

A. Be CASEL approved, or provide documentation of a research study (at minimum a Random Controlled Trial pre/post-test for at least three (3) schools; include sample size) provide studies of your program with diverse populations (i.e. urban/suburban, race, social-economic status, gender, and culture) Be included in other national databases (i.e. SAMHSA, What Works Clearinghouse)

B. Provide research in progress and plan to collect ongoing data

C. Complete annual program evaluation which includes outcomes of treatment and return on investment analysis
REQUEST FOR QUALIFICATION

Capability 2: Implementation/Fidelity

A. Requirements for group size
B. Requirements for participant ages
C. Requirements for implementation; during a protected time or integrated throughout the school day
D. Requirements/Qualifications for staff to implement/facilitate program
E. Requirements for follow-up trainings/ for staff who implement the program
F. Provide a sample of fidelity tools for staff who implement the program (walk-throughs, observations, etc.)

Capability 3: Alignment to District’s Student Success Skills (SSS)

A. Submit documentation of alignment of program with the six (6) SSS - Sense of Belonging, Sense of Self-Awareness, Self-Management, Social Competence, Collaborative Problem Solving, and Reflective Learning Strategies
B. If selected, vendor must develop an aligned curriculum map between SSS standards (anticipated completion of standards by October 31, 2019) and their curriculum; include pacing options
C. Identify which of the six (6) SSS are strengths of your program and include supporting content

Capability 4: Delivery Method

A. Hardcopy kit material (one copy) and online resources/materials
B. Information about accessibility to materials including the ease of use, ability to be downloaded, ability to access without an internet connection, access to videos of how to implement program, and a phone application
C. Number of students required for each session
D. Frequency of sessions
E. Length of each session
F. Number of sessions/lesson plans per year
G. Demonstrate ability to be integrated into real-life practice through handouts, videos, games, activities, and/or books
H. Demonstrate ability to be integrated into academics through handouts, videos, games, activities, and/or books demonstrate ability to be integrated into career and technical courses
I. Include diverse learning methods such as a tiered implementation option, modifications for diverse learners, non-readers, ESOL, and those with various degrees of disabilities
J. Include size and amount of tangible materials that are required to support the program (i.e. space required for storage and shareability)
REQUEST FOR QUALIFICATION

Capability 5: Training/Coaching

A. Initial training/coaching: method options (in-person, web-based), time requirements, required materials for training
B. Ongoing training/coaching: consultation and support (in-person, phone, web-based), refresher training options, and frequency required
C. Associated costs with each of the following:
   i. Initial training/coaching
   ii. Ongoing training/coaching
D. Details of train-the-trainer model including associated costs and materials

Capability 6: Sustainability

A. Details regarding materials (reproducible vs. annually purchased)
B. Frequency that the curriculum is updated and associated costs

Capability 7: Parent/Guardian Engagement

A. Accessibility and content summary of website/videos for parents/guardians
B. Take-home activities to be completed with family
C. Correlated activities for family and community engagement (during school-events, PTA meetings, etc.)
D. Parent/Guardian communication materials (i.e. newsletters, pamphlets, videos)

Capability 8: Technology

Technology Specifications (see page number 53)

SECTION II - BUSINESS STABILITY: (100 Points)

A. History and Organizational Structure of the Firm - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company’s primary contact with FCS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project’s coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

CONTRACTING DEPARTMENT
6201 Powers Ferry Road, Atlanta, Georgia 30339 • 470-254-8970 • www.fcspurchasingdept.org 36
B. **Financial Status** - Describe the financial status of the firm; include the audited financial statements (income statements and balance sheets) for the past two (2) accounting years.

C. **References** - List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) clients of similar complexity and nature to FCS for which a project was completed within the last five (5) years. A brief description of the services provided shall accompany each reference.

D. **Subcontractors** - Indicate the names, addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

E. **Previous Default** - Indicate if you or any predecessor organization have ever defaulted on a contract or been denied a submittal due to non-responsibility to perform. If so, provide the facts and circumstances. **If your firm or any successor organization is now involved in or has been involved in any litigation in the past ten (10) years, please list the parties to the litigation, the civil action number and a brief explanation of the matter.**

Indicate whether or not your company, any subsidiary, or any related division or entity has ever defaulted on a contract with FCS or has ever been involved in any litigation with FCS. If yes, please provide details.
C. EVALUATION FACTORS

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<th>NO.</th>
<th>FACTOR</th>
<th>POINTS</th>
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<tbody>
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<td>SECTION I</td>
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<td>800</td>
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<td>Section I-A</td>
<td>Methodology</td>
<td>200</td>
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<td>Section I-B</td>
<td>Capabilities</td>
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<td>SECTION II</td>
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<td>EXCEPTIONS AND MODIFICATIONS</td>
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<tr>
<td>TOTAL</td>
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<td>1000</td>
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</table>

D. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire submittal process shall be directed in writing to the FCS Contracting Department.

During the entire period of solicitation, submittal and evaluation, no Offeror shall contact any member or employee of FCS concerning the solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.
DATE: _______________________

SUBMITTAL NO.: 111-20

NAME OF COMPANY: _______________________________________________________
____________________________________________________________________________

The Fulton County Board of Education
6201 Powers Ferry Road
Atlanta, Georgia 30339

Gentleman/Madam:

Having carefully examined the Submittal Conditions and Specifications entitled “RFQ No. 111-20, “Social Emotional Learning Programs ” for the performance of subject work all dated _________, and the Addendum/Addenda ____________, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Offeror’s Checklist has been complied with, is completed, and is enclosed with this submittal.
COMMITMENT TO PERFORM AS PROPOSED

SUBMITTAL NO.: 111-20

Respectfully submitted,

____________________________
Name of Company

____________________________
Address of Company

____________________________
E-Mail Address
(All Correspondence will be sent to this email address)

____________________________
Business Telephone Number

____________________________
Fax Number

____________________________
Printed Name and Title

____________________________
Signature

____________________________
Date

The full names and addresses of persons and firms interested in the foregoing submittals as principals are as follows:

___________________________________________________________________________

___________________________________________________________________________

The legal name of the Offeror is:

___________________________________________________________________________
PROJECT: _____________________________________________________________

SUBMITTAL NO: _______________________________________________________

☐ We have acknowledged receipt of addenda issued.

☐ Sixteen (16) copies of all information requested (one (1) original; fifteen (15) copies and one (1) flash drive of all information requested have been provided.

☐ The submittal has been signed by an authorized principal or authorized official of the firm.

☐ No conditions, restrictions or qualifications have been placed by the company on this submittal that would have the submittal declared non-responsive.

☐ We are prepared to provide the insurance required in this solicitation.

☐ We acknowledge that Fulton County Schools does not provide Workers’ Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers’ injuries, including death.

☐ We have included the following NOTARIZED Georgia Security and Immigration Compliance documents with our submittal:
  * Immigration and Security Form
  * Contractor Affidavit and Agreement
  * Sub-Contractor Affidavit
  * Affidavit of Exception

______________________________ TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

______________________________ SIGNATURE OF PERSON COMPLETING CHECKLIST

______________________________ COMPANY NAME

______________________________ DATE

______________________________ (COMPANY FEDERAL ID NUMBER)

______________________________ (COMPANY E-MAIL ADDRESS)

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE SUBMITTAL

RETURN WITH SUBMITTAL

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity, or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity, or service, contact Compliance Coordinator, Ron Wade, 6201 Powers Ferry Road, Atlanta, Georgia 30339, or phone (470) 254-5502. TTY 1-800-255-0135.

CONTRACTING DEPARTMENT

6201 Powers Ferry Road, Atlanta, Georgia 30339 • 470-254-8970 • www.fcspspurchasingdept.org
APPENDIX I

GEORGIA IMMIGRATION AND SECURITY FORMS
If you are providing service, performing work or delivering goods to the Fulton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/submittal. Failure to provide this document with your bid/submittal will result in the disqualification of the bid/submittal.

1) Fulton County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the “Act”), the Contractor MUST INITIAL the statement applicable to Contractor below:

(a) _______ (Initial here): Contractor warrants that, Contractor has registered at https://e-verify.uscis.gov/enroll/ to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et. seq. [Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement;]

or

(b) _______ (Initial here): Contractor warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Contractors who initial (b) must attach and return a signed, notarized Affidavit of Exception];

or

(c)_______ (Initial here) Contractor is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) _____ (Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
4) ____ *(Initial here)* Contractor agrees that, if Contractor employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Contractor will secure from each sub-contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the sub-contractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5) ____ *(Initial here)* Contractor agrees to provide the Fulton County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

_________________________________________  __________________________
Signature                                      Date

__________________________
Firm Name:_____________________________________

_____________________________________________________
Street/Mailing Address: ________________________________

City, State, Zip Code: ________________________________

Telephone Number: __________________________________

Email Address: ______________________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF __________________, 20___

__________________________________________
Notary Public
My Commission Expires:_________________________
By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

1. the individual, firm, or corporation ("Contractor") which is contracting with the Fulton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

2. Contractor’s correct user identification number and date of authorization is set forth herein below.

3. Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Fulton County Board of Education, unless at the time of the contract said subcontractor:

   a. is registered with and participates in the federal work authorization program;

   b. provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

   c. agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
46 Contractor further agrees to and shall provide Fulton County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

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<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
<th>Date of Authorization</th>
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If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

<table>
<thead>
<tr>
<th>Company Name / Contractor Name</th>
<th>Date</th>
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BY: Signature of Authorized Officer or Agent

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<tr>
<th>Title of Authorized Officer or Agent of Contractor</th>
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<th>Printed Name of Authorized Officer or Agent</th>
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SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
______ DAY OF_____________________, 20____

Notary Public
My Commission Expires: ____________________
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _________________________________ (name of contractor), which has a contract with the Fulton County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-subcontractor:

   (a) is registered with and participates in the federal work authorization program;

   (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

   (c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

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If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

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<tr>
<td>(Subcontractor Name)</td>
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<tr>
<td>Title of Authorized Officer or Agent of Subcontractor</td>
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<tr>
<td>Printed Name of Authorized Officer or Agent</td>
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</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____________________, 20____

Notary Public
My Commission Expires: _____________________
AFFIDAVIT OF EXCEPTION

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

The undersigned, in connection with a proposed contract or subcontract with the Fulton County School District for the physical performance of services under O.C.G.A. 13-10-90, et seq. (the “Contract”), hereby affirms and certifies under penalties of perjury that:

(a) I am a sole proprietor or single member entity; and I do not employ any other persons.

(b) I do not intend to hire any employees or to perform the Contract.

(c) A true, correct and complete copy of my driver’s license is attached hereto.

If at any time hereafter I determine that I will need to hire employees to satisfy or complete the services under the Contract then before hiring any employees, I will:

(i) immediately notify the School District in writing at: immediately notify the School District in writing at: Contracting Department, Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339;

(ii) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and

(iii) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq.

I agree that I will not employ or contract with any subcontractor(s) to provide services under my contract with the Fulton County School District, school, or Fulton County Board of Education, unless at the time of the contract said subcontractor:

(i) is registered with and participates in the federal work authorization program;

(ii) provides me with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
iii) agrees to provide me with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

If I do contract with such subcontractors, I agree to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Attached hereto is a true and correct copy of my state issued driver's license or state issued identification card. I understand that a driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. I understand that the Georgia Attorney General/State Law Department's website posts an annually updated list of the states that verify immigration status prior to the issuance of a driver's license or identification card and that only issue licenses or identification cards to persons lawfully present in the United States.

________________________________________
BY: Printed Name

________________________________________
Signature

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____________________, 20____

________________________________________
Notary Public
My Commission Expires: _____________________
APPENDIX II

OFFEROR’S EXCEPTIONS FORM
OFFEROR’S EXCEPTIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFQ terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFQ terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may result in an Offeror’s submittal being deemed to be nonresponsive. Nonetheless, if an Offeror must take an exception the Offeror shall provide the requested information for each exception or suggested deviation in the table below. By completing and submitting this form, an Offeror acknowledges that its submittal may be deemed to be nonresponsive at FCS’ discretion.

<table>
<thead>
<tr>
<th>No.</th>
<th>Section #, paragraph #, title, clause</th>
<th>Exception Taken and Reason</th>
<th>Proposed Resolution of Exception</th>
<th>Price / Schedule Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

OFFEROR: __________________________ (Name of Offeror) FCS RFQ No. __________

By: ________________________________ (Signature) Date: ________________

________________________________________ (Printed name)

________________________________________ (Title)

NOTES:

- All cells within a row must be completed for each exception.
- **Section number, paragraph number, title and clause number**: Identify section number, paragraph number, title, and clause containing the scope of work and/or technical requirement in issue (e.g., Section – Request for Qualification, Paragraph 5, Technical & Functional Requirements, Subparagraph 5.1.15 "integration with LMS third party systems").
- **Exception Taken**: Specify exception and reason for exception.
- **Proposed Resolution of Exception**: Provide proposed resolution of the exception taken.
- **Price/Schedule Impact**: Identify impact to schedule and price, if exception or deviation is accepted.

**THIS FORM IS FOR SUBMITTAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.**
APPENDIX III

OFFEROR’S MODIFICATIONS FORM
OFFEROR’S MODIFICATIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFQ terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may result in an Offeror’s submittal being deemed to be nonresponsive. Nonetheless, if an Offeror must propose modifications to any of the contractual terms contained in the solicitation the Offeror shall provide the requested information for each proposed modification in the table below. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using the format below. By completing and submitting this form, an Offeror acknowledges that its submittal may be deemed to be nonresponsive at FCS’ discretion.

<table>
<thead>
<tr>
<th>No.</th>
<th>Section #, Paragraph #, title and clause</th>
<th>Modification Proposed and Reason</th>
<th>Proposed Contract Provision to be substituted</th>
<th>Price / Schedule Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OFFEROR: ___________________________________________ (Name of Offeror)  FCS RFQ No. __________

By: ___________________________________________ (Signature)  Date: __________

__________________________________________ (Printed name)

__________________________________________ (Title)

NOTES:

- All cells within a row must be completed for each proposed modification.
- Section number, paragraph number, title and clause number: Identify section number, paragraph number, title, and clause containing the contract provision in issue (e.g., Section II, paragraph 4, Insurance, subparagraph D, Health Insurance, "sole and exclusive responsibility").
- Proposed Modification: Specify proposed modification to contractual term and reason for modification.
- Proposed Contract Provision to be substituted: Provide proposed contract provision to be used in place of the existing provision, if modification is accepted by FCS.
- Price/Schedule Impact: Identify impact to schedule and price, if modification is accepted.

THIS FORM IS FOR SUBMITTAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.
APPENDIX IV

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DOCUMENT OBJECTIVE

To include Fulton County School District (FCSD) Technical Requirements in all solution solicitations to ensure technical compatibility and strategic alignment.

The TRD will include all areas of IT that provision the implementation and support of a vendor solution.

DOCUMENT ORGANIZATION

The requirements have been grouped into categories throughout the document as follows:

- Network/Infrastructure
- Monitoring and Performance
- Permissions/Access/Security
- Data Management
- Reporting/Notifications
- Support, Maintenance & Services
- Governance

The document is organized in 3 sections; Hosting Options, Technical Requirements, and Appendix.
### SECTION 1: HOSTING OPTIONS

Fulton County School District is open to the following application hosting options:

- **Option 1:** Vendor hosts the solution in their environment
- **Option 2:** FCS hosts the application on premise using FCS hardware
- **Option 3:** Vendor hosts the application on premise using vendor provided hardware

Please complete all applicable hosting options and corresponding requirement questions.

#### OPTION 1 – VENDOR HOSTED

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Network/Infrastructure</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Describe in detail the physical environment used to host the application including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>a. Hosted locations (city or cities) Must be within the Continental US.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Hardware</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Operating systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. The hosting vendor (i.e. AWS, Azure, etc.) if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Data Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td>Describe and provide documentation on your capabilities to secure and segregate FCS data from any other customer including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Physical hardware separation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Data segregation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Unauthorized use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.3</td>
<td>Any data provided, entered, or derived in the application will be the property of Fulton County Schools. Describe how you will provide this data to Fulton</td>
<td></td>
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<tr>
<td></td>
<td>County Schools on a minimum of a nightly basis.</td>
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</tr>
<tr>
<td>1.1.4</td>
<td>Describe how data transfers are accomplished and by what secure mechanism.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permissions/Access/Security</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.5</td>
<td>Describe any requirements, limitations, and/or considerations for access from an FCS location (school or administrative center) including potential firewall, caching servers, network volume, and/or browser level issues.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.6</td>
<td>Describe any requirements, limitations, and/or considerations for access from a non-FCS location (i.e. home) including potential firewall, caching servers, network volume, and/or browser level issues.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitoring &amp; Performance</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.1.7</td>
<td>Describe your processes for load testing, monitoring performance and response times on an active basis and after an incident is reported. Include, parameters / measurements of response times (end-to-end basis, only within the facility, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.8</td>
<td>Describe your processes to analyze hardware and bandwidth capacity and the frequency that these processes are executed.</td>
<td></td>
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</tr>
<tr>
<td>1.1.9</td>
<td>Describe the impact a hardware failure would have on the application, including access to redundant hardware to replace equipment in the event of failure.</td>
<td></td>
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<tr>
<td>1.1.10</td>
<td>Describe any single points of failure in your environment. If there are none,</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1.1.11 | Describe the fault tolerance built into your environment including:
|        | a) How your facility is hardened to withstand natural disasters or local insurrections
|        | b) The facility's generator capability in case of a long-term power outage
|        | c) Weather the facility has multiple physical data lines coming from multiple directions to the site
|        | d) The level of data mirroring provided
|        | e) Virus protection processes in place
|        | f) Anti-hacking and attack processes in place
|        | g) The arrangements with multiple ISPs if an ISP becomes unavailable
|        | h) The arrangements with local utility providers to restore service in the event of an outage
|        | i) Provide Technology Audit Reports that show frequency and compliance

| 1.1.12 | Describe your data backup processes including:
|        | a) Backup frequency
|        | b) Backup processes used
|        | c) Backup storage location
|        | d) Frequency that backups are moved off site
|        | e) Number of versions and frequency of backups that are retained
|        | f) Timeframe for recovering data from a backup if required (on-site and off-site)
|        | g) Ability to do a point in time recovery
|        | h) The process for deciding if data needs to be restored and the notification/communication
<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.13</td>
<td>Describe in detail the processes and procedures that are in place in the event the primary host site becomes unavailable including the following:</td>
</tr>
<tr>
<td></td>
<td>a) Arrangements to replace the facility</td>
</tr>
<tr>
<td></td>
<td>b) If the alternative site shared by multiple organizations and, if so, the facility capacity to handle a regional disaster such as a widespread flood or hurricane damage</td>
</tr>
<tr>
<td></td>
<td>c) Geographic proximity of the alternative site to the primary site</td>
</tr>
<tr>
<td></td>
<td>d) The specific criteria used to declare a disaster situation</td>
</tr>
<tr>
<td></td>
<td>e) The input FCS should the declaration</td>
</tr>
<tr>
<td></td>
<td>f) The frequency of testing disaster recovery procedures and processes</td>
</tr>
<tr>
<td></td>
<td>g) The completeness of testing (i.e. is the data completely recovered and is connectivity tested)</td>
</tr>
<tr>
<td></td>
<td>h) In the event testing is unsuccessful, the timeframe for re-testing</td>
</tr>
<tr>
<td>1.1.14</td>
<td>List the dates and durations of any unplanned outages for more than 8 hours within the last 3 years. Include, root cause determination, process/steps taken to remediate the issue(s), and what was done to eliminate risk of re-occurrence</td>
</tr>
<tr>
<td>1.1.15</td>
<td>List the dates and durations of any unplanned outages for more than 1 hour within the last 12 months. Include, root cause determination, process/steps taken to remediate the issue(s), and what was done to eliminate the risk of re-occurrence. Lastly, include any trend / summary</td>
</tr>
</tbody>
</table>
**Support, Maintenance & Services**

1.1.16 Describe your hardware refresh cycle.

1.1.17 Describe the testing procedures in place for system and application software maintenance? Is a UAT environment available for FCS testing of new releases and/or new data processes?

1.1.18 Describe the change control processes used and what is tracked as a change. Include, change classifications, priorities, and corresponding definitions.

**Disaster Recovery**

1.1.19 Describe any experience with invoking your disaster recovery processes including:
   a) The length of time the application was unavailable
   b) Any specific issues that were encountered

---

**OPTION 2 – FCS HOSTED**

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Describe how your application will meet the FCS hosting requirements located in Appendix III and Appendix IV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.2</td>
<td>Describe how you will provide FCS with best practices, configuration recommendations, optimization methods, and configuration assistance with Windows Server, SQL, IIS, F5, authentication methods, and compatible browsers - that will support the application</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.3</td>
<td>Describe how you will provide FCS with best practices and recommendations for securing the application on the FCS network and reducing security risk.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.4</td>
<td>Describe how you will provide FCS with backup strategies in order to properly maintain data and availability in the event of data loss or a disaster.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.5</td>
<td>Describe the hardware and network configurations that will be necessary to support our district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.6</td>
<td>Describe how you will provide FCS with all required software support either on-site or remotely as needed via a secure connection.</td>
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</tbody>
</table>

OPTION 3 – VENDOR HOSTED ON PREMISES

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y//N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network/Infrastructure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1</td>
<td>Describe how the supplied hardware will meet the FCS facility requirements in Appendix VI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.2</td>
<td>Describe the server and storage hardware required for the application</td>
<td></td>
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</tr>
<tr>
<td>1.3.3</td>
<td>Provide elevation and rack space requirements</td>
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<td>-------</td>
<td>-----------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.4</td>
<td>Describe how you will fully support and maintain all hardware, software, security, patching, upgrades, and lifecycle management for the entirety of contract including access requirements (on-site or remotely as needed via a secure connection).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1.3.5 | Describe how you will provide all data backup protections and redundancies including:  
   a. the frequency of backup  
   b. the backup processes used  
   c. the storage location of backups  
   d. the frequency that backups are moved offsite  
   e. the number of versions and frequency of backups that are retained  
   f. the time frame for recovering data from a backup if required (on-site and off-site)  
   g. the process for deciding that data needs to be restored  
   h. Maximum amount of data loss in the event of a failure  
   i. the notification process including persons notified at FCS. |
## SECTION 2 – TECHNICAL REQUIREMENTS

### NETWORK/INFRASTRUCTURE

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>When the application is web based, describe your support for the current browser standards listed in Appendix I. Also describe the timeline and processes for adapting compatibility to new browser versions and deprecating support for older versions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.2</td>
<td>Verify that your application is fully compatible with the devices used by FCS as listed in Appendix V. If there are issues with supporting any device type, indicate what functionality is not available or is not fully functional.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.3</td>
<td>Verify that your application is fully functional on all of the operating systems and versions used on the devices used by FCS as listed in Appendix II. If there are issues with supporting any operating system, indicate what functionality is not available or is not fully functional.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.4</td>
<td>When the application has a mobile device component, describe your support for the mobile device used by FCS listed in Appendix V. Also describe the timeline and processes for adapting compatibility to new device platforms.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.5</td>
<td>Describe in detail the following:</td>
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</tr>
<tr>
<td></td>
<td>a) The underlying architecture of the application.</td>
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<tr>
<td></td>
<td>b) Whether the application uses FLASH and if so, describe your plan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2.1.6 Describe how your application can be scaled to meet demand and if it can be elastic to meet on-demand performance during peak usage.

c) The underlying development platform used to write the application.
d) Any utilization of 3rd party components.
e) Any design features that enhance fault tolerance.

MONITORING AND PERFORMANCE

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.1</td>
<td>Describe how FCS can monitor application up-time and performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.2</td>
<td>Describe how you will assist FCS with application load and stress testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.3</td>
<td>Describe how performance metrics are collected and reported across the application landscape</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>REQUIREMENTS</td>
<td>ARE MET? (Y/N)</td>
<td>DETAILED VENDOR RESPONSE</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------</td>
<td>--------------------------</td>
</tr>
</tbody>
</table>
| 2.3.1 | Describe how your application will support Active Directory integration utilizing one or more of the following methods:  
  a. OAUTH2  
  b. SAML  
  c. ADFS  
  d. LDAP |               |                          |
| 2.3.2 | If your application cannot support Active Directory Integration, describe how users log in and permissions are maintained                                                                                     |               |                          |
| 2.3.3 | Describe your ability to integrate with Active Directory group-based roles and security                                                                                                                    |               |                          |
| 2.3.4 | Describe how District roster information will map to a minimum of the following user types:  
  a. Teachers  
  b. Student  
  c. Principal  
  d. School Administrators  
  e. District Administrators  
  f. Curriculum Administrators  
  g. Application Administrators  
  h. Parents |               |                          |
<p>| 2.3.5 | Describe in detail system and network security which will be in place, assuring the security and confidentiality of the data per state and federal requirements (FERPA, HIPPA, CIPA, COPA, etc.). This includes both on site and in-flight through networks and the Internet. |               |                          |
| 2.3.6 | Describe administrative processes that are required for user maintenance and authorization.                                                                                                                   |               |                          |</p>
<table>
<thead>
<tr>
<th>2.3.7</th>
<th>Describe the application’s ability to maintain an audit trail of who logged into the software, accessed and/or modified any records for a particular student, including date, time, and what was changed.</th>
</tr>
</thead>
</table>
| 2.3.8 | Describe the licensing model including:  
  a) Provide the process required to grant system access to various roles (i.e. principals, assistant principals, curriculum support teachers, instructional coaches, data coaches, program specialists, directors)  
  b) What is your process to address licenses that exceed the amount purchased? |
| 2.3.9 | Describe the activation model / process for licenses |
| 2.3.10 | Describe how your application will support:  
  a) Staff at multiple locations (example - teachers or administrators associated with multiple schools).  
  b) Staff with multiple roles (example a teacher who is also a grade level chair). |
| 2.3.11 | Describe how your application can control any potential conflicts between automated rostering and any manually entered rostering. |
| 2.3.12 | Describe how your application can support user impersonation for problem resolution |
### DATA MANAGEMENT

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.1</td>
<td>FCS supports Project Unicorn and expects our vendors to utilize industry data interoperability standards. Describe how your application supports and utilizes industry standard interfaces including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. IMS One Roster for importing rosters and/or passing results including the version(s) supported and the method of interface (API or CSV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Ed-Fi including the version(s) supported and the areas supported (i.e. assessment results, rostering, etc.)</td>
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<tr>
<td></td>
<td>c. IMS CASE for identifying learning standards</td>
<td></td>
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<tr>
<td></td>
<td>d. IMS Learning Tools Interoperability (LTI) for content sharing including the version(s) supported</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. IMS Common Cartridge (CC) and/or Thin Common Cartridge (TCC) for content sharing including the version(s) supported</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>f. IMS QTI for assessment item import or export</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.2</td>
<td>If not addressed in question 4.1 above, describe how your platform can integrate with other learning management systems and our SIS (currently eSchool Plus, future Infinite Campus). Including the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. How the platform passes assignment grades back to the district’s SIS.</td>
<td></td>
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<tr>
<td></td>
<td>b. If applicable, learning material content</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Do additional fees apply?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.3</td>
<td>If your application does not support IMS One Roster or Ed-Fi for rostering, describe how</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.4</td>
<td>Describe the usage data available including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Total time in the system</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Time spent per task</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Successful completion of task</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Last usage date time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>Rushed assignments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 2.4.5  | Describe all data, with corresponding detail and definitions, that is needed for your application. Differentiate what is required and what is optional and the impact of not including optional data. |

<table>
<thead>
<tr>
<th>2.4.6</th>
<th>Describe how your platform can integrate with other learning management systems and SIS (currently eSchool Plus, future Infinite Campus). Including the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Do additional fees apply?</td>
</tr>
</tbody>
</table>

| 2.4.7  | Describe how the platform passes assignment grades back to the district’s SIS.                |

| 2.4.8  | Any data provided, entered, or derived in the application will be the property of Fulton County Schools. Describe how you will provide this data to Fulton County Schools on a minimum of a nightly basis. |

<table>
<thead>
<tr>
<th>2.4.9</th>
<th>Describe data processes if services are terminated, to include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>ownership of all data to solely belong to FCS</td>
</tr>
<tr>
<td>b.</td>
<td>Methods of data retrieval</td>
</tr>
<tr>
<td>c.</td>
<td>Destruction of data after retrieval</td>
</tr>
</tbody>
</table>
## REPORTING/NOTIFICATIONS

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5.1</td>
<td>Describe the reporting that is available Including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Student performance reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Student growth over time</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Ability to disaggregate by subgroups</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Ad Hoc reporting</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Multilingual support (i.e. reports for parents in other languages)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. Provide sample reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5.2</td>
<td>Describe the ability to set-up alerts for teachers based on custom parameters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SUPPORT, MAINTENANCE & SERVICES

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.6.1</td>
<td>Describe how you will install, maintain, support, upgrade, and patch the application including production, testing and development environments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6.2</td>
<td>Describe your Customer Relationship Management services including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Provide the process followed to identify an appropriate resource to act as the central point of contact for the FCS account. Define the skills, experience, and qualifications outlined for this role.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6.3</td>
<td>Describe your Service Level Indicators (SLI/SLA) including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Provide your Service Level Objectives for all services / activities (i.e. latency, throughput, application availability, error rate). Include SLA metrics, monitoring, reporting, and remediating processes when results deviate from metric goals.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Uptime guarantees during primary operating hours (7AM-4PM EST)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Uptime guarantee after business hours, nights, weekends, and holidays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>The maximum amount of downtime that can occur, including in the event of a disaster situation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>SLAs regarding response time of the application and the remediation process if the SLA is not met</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>Guaranteed response times to support issues by severity level including a clearly defined escalation process and how severity levels are determined</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Provide the compensation and/or punitive impact options when an SLA is not met</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h.</td>
<td>The process for determining if an SLA is met</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>The arbitration process if the vendor and FCS do not agree if SLAs are met</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Include the level of authority for decision making and approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Provide the process used to monitor, control, and manage issues. Include frequency, issue prioritization, escalation, required approvals, and communication processes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Provide your channels for contact including a process for FCS to report system bugs and product enhancement requests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>The performance measures used to track CRM performance and customer satisfaction</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**GOVERNANCE**

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.7.1</td>
<td>Describe your implementation options and estimated timeline with activities, milestones, deliverables. Include all applicable supporting information, detail, and diagrams</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7.2</td>
<td>Provide deliverables throughout project that include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Comprehensive project plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Comprehensive training plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Process maps &amp; documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Data dictionary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Custom reports (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7.3</td>
<td>Describe your Project Management methodology, approach, and practices.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Include the following competencies/areas:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Scope Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Workplan/Time Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Risk Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Change Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Issue Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. Quality Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>g. Knowledge Transfer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>h. Communication Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Testing Strategy / Plan (unit, integration, release, beta)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>j. Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Include all applicable supporting information, detail, and diagrams</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7.4</td>
<td>Describe the training options that will be provided with the implementation and available on an ongoing basis. Include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Types of training (i.e. general, role based, technical, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Number of each type of trainings</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|   | c. Class size limitations and restrictions  
|   | d. Methods of training (individual, train-the-trainer, customized to FCS, etc.)  
|   | e. Mediums for training (i.e. face-to-face, webinar, recorded face-to-face, self-paced virtual, etc.)  
|   | f. Training Plan  
|   | g. Soft copy of training materials  
| 2.7.5 | Describe the approach and deliverables to support an effective communication plan, including:  
|   | a. Differentiated communication strategies based on stakeholder audience  
|   | b. “Print ready” materials that can be shared with various stakeholders  
|   | c. Definitions of communication venues and methods  
|   | d. Timing, sequence, accountability and measurement  
| 2.7.6 | Describe the notification process in the event of an impending change and what influence we have in determining when changes will be implemented |
SECTION 3: APPENDIX

APPENDIX I: BROWSERS

<table>
<thead>
<tr>
<th>Browser</th>
<th>Current Version</th>
<th>Legacy Version Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Google Chrome</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>Internet Explorer</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Microsoft Edge</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Mozilla Firefox</td>
<td>62</td>
<td></td>
</tr>
<tr>
<td>&quot;Apple&quot; Safari</td>
<td>11</td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX II: OPERATING SYSTEMS SPECIFICATIONS

<table>
<thead>
<tr>
<th>Devices/ Specifications</th>
<th>Dell Latitude 3190</th>
<th>iPad 6th Gen</th>
<th>iPad 5th Gen</th>
<th>Dell Latitude 3189 - windows</th>
<th>Dell Chromebook 3189</th>
<th>iPad Air2</th>
<th>Dell Latitude 3150</th>
<th>Dell Chromebook 11</th>
<th>MS Surface 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS</td>
<td>Win 10 – 64 Bit</td>
<td>iOS</td>
<td>iOS</td>
<td>Win 10 – 64 Bit</td>
<td>Google Chrome OS</td>
<td>iOS</td>
<td>Windows 10</td>
<td>Google Chrome OS</td>
<td>Windows 10</td>
</tr>
<tr>
<td>Processor</td>
<td>Intel Pentium - Quad Core</td>
<td>Intel® Celeron® Processor (Dual Core)</td>
<td>Intel Celeron 2955U</td>
<td>Quad Core Intel Atom™x7-Z8700</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX III: NETWORK INFRASTRUCTURE STANDARDS

FCS prefers a local hosting or premise based technical configuration that will work in the following infrastructure environment:
Running on a Windows 2012 R2
Running SQL Server 2012 high availability; always-on database on Windows 2012 R2 server at a minimum.
Prefer Microsoft IIS Microsoft.NET application web services (Apache not support in the FCS environment)
Full virtual support on VMware version 6.0 for all server requirements
Active Directory/ADFS (LDAP, SAML) integrated group-based security for single sign on.

No browser plug-in requirement:

Software package(s) shall allow the school district to provide access to it via the school district wide area network, and via the Internet
F5 load balancers

Network Infrastructure – The current WAN infrastructure connecting all schools is composed of an AT&T MPLS network connecting all schools on a rate limited 10GB fiber network with 8 x 10GB uplinks to the district data center with a 12GB pipe to the internet. The Data Center has a virtualized infrastructure running VMware 6.0 and NSX with 10GB server uplinks and multiple 40GB backbone uplinks.

If submitting a local hosting option, the above technical requirements must be supported in addition to:

The selected vendor will provide required hardware similar in nature to that already available within FCS data center to meet the district’s operating requirements.
The hardware will be located in the FCS data center and connected directly into the FCS network.
The selected vendor will install its solution on that hardware and ensure adequate tuning and configuration has been completed for the district to effectively and efficiently use the solution in its environment.
Provide all required support for both the hardware and software either on-site or remotely as needed via a secure connection.
The vendor will adhere to all FCS blackout dates as determined by district policy and personnel.
Vendor will coordinate the application of any updates or enhancements with FCS to determine a feasible implementation time.

APPENDIX IV: SERVER SPECIFICATION STANDARDS

Our standard server is a Dell model R730xd Rack Mounted 2U with o Intel Xeon based processors.

- iDRAC remote access to server
- A minimum of 4 x 10GB fiber GBIC based NICs to provide network connection redundancy, prefer QLogic or Intel cards
- If connecting to a SAN, must be iSCSI with at least 2 10GB fiber GBIC based NICs, prefer QLogic or Intel
- All storage must have RAID array based hot-plug redundancy with hot spares or redundant power supplies.
- If using hypervisor, prefer VMware on embedded redundant SD card boot.
- We are a Microsoft Windows and VMware shop; any other OS must be 100% supported by the vendor for all technical support.
- Included 5-year manufacturer warranty 24x7x365 4-hour response with on-site tech for repairs.
- Central management console to monitor, alert, and update all servers.

**APPENDIX V: DEVICE SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Devices/ Specifications</th>
<th>Dell Latitude 3190</th>
<th>iPad 6th Gen</th>
<th>iPad 5th Gen</th>
<th>Dell Latitude 3189 - Windows</th>
<th>Dell Chromebook 3189</th>
<th>iPad Air2</th>
<th>Dell Latitude 3150</th>
<th>Dell Chromebook 11</th>
<th>MS Surface 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel Pentium - Quad Core</td>
<td></td>
<td></td>
<td>Intel® Celeron® Processor (Dual Core)</td>
<td></td>
<td></td>
<td></td>
<td>Intel Celeron 2955U</td>
<td>Quad Core Intel Atom™x7-Z8700</td>
</tr>
<tr>
<td>OS</td>
<td>Win 10 – 64 Bit</td>
<td>iOS</td>
<td>iOS</td>
<td>Win 10 – 64 Bit</td>
<td>Google Chrome OS</td>
<td>iOS</td>
<td>Windows 10</td>
<td>Google Chrome OS</td>
<td>Windows 10</td>
</tr>
<tr>
<td>RAM</td>
<td>4G</td>
<td></td>
<td></td>
<td>4G</td>
<td></td>
<td></td>
<td>4GB DDR3L RAM</td>
<td>4G</td>
<td>4G</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>128GB Solid State Drive M2 2280 SATA3</td>
<td>128 G</td>
<td>128 G</td>
<td>128GB Solid State Drive M2 2280 SATA3</td>
<td>64GB</td>
<td>250 GB SATA 7200 RPM</td>
<td>16G</td>
<td>64G</td>
<td></td>
</tr>
<tr>
<td>Display</td>
<td>11.6” HD IPS 16:9 (1366 x 768) Touch with Corning® Gorilla® Glass NBT</td>
<td>Retina</td>
<td>Retina</td>
<td>11.6” HD IPS 16:9 (1366 x 768) Touch with Corning® Gorilla® Glass NBT</td>
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<td></td>
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</tr>
<tr>
<td>Ports</td>
<td>Ethernet- No HDMI - Yes</td>
<td></td>
<td></td>
<td>Ethernet- No HDMI - Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Dimensions</td>
<td>Height: 0.82” (20.75 mm) x Width: 11.96” (303.8 mm)</td>
<td>9.7”</td>
<td></td>
<td>Height: 0.82” (20.75 mm) x Width: 11.96” (303.8 mm)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td></td>
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<tr>
<td>Notable Features</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td></td>
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<tr>
<td>Camera</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
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</tbody>
</table>

### APPENDIX VI: VENDOR HOSTED ON PREMISES REQUIREMENTS

- Standard 19” mounting racks
- Compatibility with F5 Load Balancers
- 1GB or 10GB network connections via Ethernet copper or fiber
- Compatible with IP v4 and future IP v6 protocols

### APPENDIX VII: CONNECTIVITY & ACCESS STANDARDS
APPENDIX VIII: CONTENT ACCESS STANDARDS

Fulton County School District prefers a provider who can implement and be certified compliant (imscert.org) with IMS Global Common Cartridge, Learning Tools Interoperability™ (LTI™) standards to achieve interoperability with a wide variety of IMS Global certified learning platforms.

The solution will:

- Provide Fulton County Schools with a unified K-12 content standard for vendor populated digital content.
- Allow the district to distribute and manage digital assets residing in district LOR for use in our Learning Management System (LMS) or other standards-based delivery platforms

Accessing content through Active Directory integration.

FIGURE: OPTION A: ACCESSING DIGITAL CONTENT VIA LEARNING TOOLS INTEROPERABILITY
(RECOMMENDED)
FIGURE: OPTION B: ACCESSING CONTENT THROUGH LDAP

B. Accessing Content via LDAP

1. User provides their LDAP credentials to access Tool Provider which must be trusted by their identity provider.
2. Access to LDAP signifies the user is authorized to access a content item.

Comment:
- The Tool Provider will have access to attributes for users from the LDAP server.
APPENDIX V

FULTON STRATEGIC PLAN 2022
Our goal is to prepare all students to graduate ready to pursue and succeed on their chosen paths.

Where Students Come First

# Fulton Strategic Plan 2022

Where Students Come First
OUR VISION
Is for all students to learn to their full potential.

OUR MISSION
Is to educate each student to be a responsible, productive citizen.

WE BELIEVE IN
- Empowerment of local school communities through our charter district
- Engaged families, communities, staff and students
- Robust options for our diverse communities
- Commitment to excellence
- Trust and honest communication
- Transparency and accountability
- Academic achievement and talents
- Many voices supporting one system
- Personal responsibility
- Data-driven decision-making
- Continuous improvement
- Safe, nurturing and respectful environments

VALUE STATEMENTS
- Each Fulton County school will educate every student to his/her fullest potential.
- Fulton County will engage parents and the community as key partners in the educational process.
- Each Fulton County school will be the preferred school for its students and parents.
- Each Fulton County school will provide greater value for each child’s educational experience when compared to top-performing public and private schools in the nation.
- Fulton County schools will prepare each student to excel in a rapidly changing global society.
- Fulton County schools will graduate students prepared and equipped to pursue their goals.
At Fulton County Schools (FCS), we are dedicated to our mission to educate every student to be a responsible, productive citizen. We also are committed to our vision that all students will learn to their full potential. This strategic plan provides a focus for our district’s work to support that mission and vision by identifying our top priorities for the next five years.

We know that a high school diploma is critical for today’s students, but a diploma alone is not enough to ensure success after high school. With that in mind, we will ensure that FCS students graduate prepared to pursue their chosen paths — whether college, career or military — and to succeed on those paths after high school. To support this goal over the next five years, we will focus deeply on student achievement, develop effective school and district cultures, engage families and community members, promote fiscal responsibility and focus on effective communications with all stakeholders. These will be our top priorities across the district and the things we aim to be known for in the years to come.
HOW WILL WE MEASURE AND ACHIEVE SUCCESS?

We have identified the outcomes and initiatives that will drive our work as we implement this plan. In the coming months, we will also engage stakeholders with the identification of numeric targets that represent ambitious outcomes for our students and schools.

Our goal is to prepare all students to graduate ready to pursue and succeed on their chosen paths.

### STUDENT ACHIEVEMENT

*We prepare students with strong academic foundations and the skills needed to navigate life beyond graduation.*

<table>
<thead>
<tr>
<th>3rd grade literacy:</th>
<th>Increase the percentage of students reading at or above grade level in 3rd grade</th>
</tr>
</thead>
</table>

| Middle school proficiency: | Increase the percentage of students who score proficient on nationally norm-referenced assessments in core subject areas by 8th grade |

| On-track for graduation: | Increase the percentage of 9th graders earning course credits needed to be on-track for graduation and the percentage of 10th graders meeting the college readiness benchmark on the PSAT |

| Student success skills: | Increase the percentage of students who demonstrate mastery of academic and interpersonal skills needed for college, career and life success |

### PEOPLE AND CULTURE

*We provide a welcoming environment and positive school and district culture for students, families and employees.*

| School and district culture: | Increase the percentage of families and students who would recommend FCS as a place to attend school to a family member or friend |

| Staff engagement: | Increase the percentage of employees who would recommend FCS as a place to work to a family member or friend |

| Teacher retention: | Increase retention of teachers beyond their 5th year |

| School governance: | Increase the percentage of effective School Governance Councils |

| School strategic support model: | Provide differentiated resources and support to schools based on school performance |

### COMMUNITY COLLABORATION

*We engage families, community members and civic organizations as active partners.*

| Partnerships: | Increase the percentage of schools with impactful partnerships that align to school goals |

| School and district culture: | Increase the percentage of families and students who would recommend FCS as a place to attend school to a family member or friend |

| Staff engagement: | Increase the percentage of employees who would recommend FCS as a place to work to a family member or friend |

| Teacher retention: | Increase retention of teachers beyond their 5th year |

| School governance: | Increase the percentage of effective School Governance Councils |

### FISCAL RESPONSIBILITY

*We manage and protect public funds and assets through efficient and effective use of available resources.*

| Funding to schools: | Maintain a high percentage of the overall budget that directly supports schools |

| Budget management: | Review and report the variance of budgeted and actual revenues and expenditures, while considering long-term budget impact |

| Transparent and efficient management of local funds: | Reduce the number of audit findings for Student Activity funds and ensure effective management of funds between schools and School Governance Councils |

### OUTCOMES: HOW WILL WE MEASURE SUCCESS?

### INITIATIVES: WHAT WILL WE DO TO ACHIEVE SUCCESS?

| Student-focused learning: | Through our charter district, schools provide students the tools, strategies and learning environments to build the essential skills necessary to pursue their paths of choice |

| Focus on culture: | Define what constitutes a “strong and welcoming culture,” instruct and train school and district personnel and assess whether the culture is effectively implemented and practiced in our schools and departments |

| Shared governance and ownership: | Provide schools, families and communities with a framework that includes training and coaching for shared governance and ownership through our charter district |

| Effective budgeting: | Refine and adjust our modified zero-based budgeting process to ensure that resources are used effectively and efficiently to impact district goals |

| Competitive salary: | Develop a long-term approach to salary and compensation to remain regionally competitive supported by available resources |

| Community champions: | Cultivate and sustain community champions to support student achievement |

| Leadership development: | Build the capacity of principals |

| School Strategic Support Model: | Provide differentiated resources and support to schools based on school performance |
HOW WILL WE SUPPORT SCHOOLS TO ACHIEVE THESE OUTCOMES?

To support this plan, Fulton County Schools will ensure that all students learn to their fullest potential by developing and investing in a Strategic Support Model. This model will pair resources with flexibility and accountability to empower schools and communities so they can continuously improve outcomes for all children and prepare them to succeed on their chosen paths.

Schools will receive support and resources depending on their performance levels:

**PERFORMANCE LEVELS**

<table>
<thead>
<tr>
<th>INTENSIVE SUPPORT</th>
<th>TAILORED SUPPORT</th>
<th>FLEXIBLE SUPPORT</th>
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</thead>
<tbody>
<tr>
<td>Academic supports, leadership and system development, wraparound supports, literacy and math supports</td>
<td>Funds for academic improvements</td>
<td>Flexible funds</td>
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</tbody>
</table>

Resources will be based on performance, with the goals of improving ratings on the College and Career Ready Performance Index (CCRPI) for low-performing schools and empowering communities to deepen the school/community connection for high-performing schools. This approach will allow us to use resources more efficiently in low-performing schools, while providing flexibility to meet community needs for high-performing schools.

**ASSOCIATED INVESTMENTS**

- Assessment system
- Math coaches
- Leadership and system development
- Literacy supports for struggling readers
- Social/emotional learning supports
- Literacy coaches
- Wraparound support/case management
- School empowerment funds
WHAT DOES THIS MEAN FOR MY SCHOOL OR DEPARTMENT?

While the strategic plan provides a focus and a framework for our district, implementation will happen in individual schools and departments. Use this template to begin to connect the work of your school or department to this plan.

<table>
<thead>
<tr>
<th>FOCUS AREAS</th>
<th>OUTCOMES: HOW WILL WE MEASURE SUCCESS?</th>
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<tbody>
<tr>
<td><strong>Student achievement</strong></td>
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<tr>
<td><em>We prepare students with strong academic foundations and the skills needed to navigate life beyond graduation.</em></td>
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<tr>
<td><strong>People and culture</strong></td>
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<tr>
<td><em>We provide a welcoming environment and positive school and district culture for students, families and employees.</em></td>
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<tr>
<td><strong>Community collaboration</strong></td>
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<td><strong>Fiscal responsibility</strong></td>
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Equal Opportunity Agency. Compliance Coordinator: 470-254-4585 • TTY 1-800-255-0135

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