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DATE: January 16, 2020

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: **Request for Proposal No. 125-20, Digital Learning System for Online and Blended Learning**

Fulton County Schools (FCS) invites you to submit a proposal furnishing any and all goods and/or services required for Digital Learning System for Online and Blended Learning.

A Pre-Proposal Conference will be held on **Thursday, January 23, 2020 at 2:00 p.m. at the Teaching Museum North, located at 793 Mimosa Boulevard, Roswell, Georgia 30075.**

Sealed Proposals will be received subject to the attached terms specified in “Proposal Conditions”, at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. **Proposals will be received up to 2:30 p.m. local time (as per the Contracting Department time clock) on Tuesday, February 18, 2020. Proposals must be time stamped by FCS in the manner described herein in order to be timely.**

Questions regarding the proposal 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, February 4, 2020 will be considered.**

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

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE AND PLAINLY MARKED “REQUEST FOR PROPOSAL NO. 125-20, ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF THE PROPOSAL OPENING. IF NOT SUBMITTING A PROPOSAL, “NO PROPOSAL” MUST BE INDICATED AS SUCH ALONG WITH THE SOLICITATION NUMBER ON THE OUTSIDE OF THE ENVELOPE. FOR IDENTIFICATION PURPOSES, THE CONTRACTOR’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. 125-20

REQUEST FOR PROPOSAL

FOR

DIGITAL LEARNING SYSTEM

FOR

ONLINE AND BLENDED LEARNING

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

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FOR

REQUEST FOR PROPOSAL NO. 125-20

DIGITAL LEARNING SYSTEM

FOR

ONLINE AND BLENDED LEARNING

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PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

1. INTRODUCTION

- a. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Offeror(s) shall submit ten (10) sealed proposals (**one (1)** original, **nine (9)** copies) and **one (1)** flash drive to the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Delivery of proposals shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. Postal Service) only.
- c. Proposals 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 proposals are submitted in a timely manner.
- d. FCS reserves the right to accept or reject any or all proposals 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 proposal in response to this RFP.

2. REQUEST FOR PROPOSAL PROCESS

This solicitation is a Request for Proposal (RFP). In using this method for solicitation we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The proposal(s) submitted by the Offeror will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Often however, it will be necessary to hold discussions and/or demonstrations with the Offeror(s) about their proposal(s). This will be done after the initial evaluation. The results of the evaluation will be reviewed and a “competitive range” will be selected for discussions. Essentially, if an Offeror's proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the Contractor and FCS.

Offerors in the “competitive range” will be notified of the weaknesses in their proposals and given an opportunity, in discussions, to assure they understand the weaknesses. At the end of discussions with all Offerors, best and final offers (BAFO) will be accepted from the Offeror(s) in the competitive range.

The BAFOs will be evaluated and the results reported to a source selection official who will select the proposal that presents the best value to FCS. This selection will then be presented to the Fulton County Board of Education for approval. If approved by the Board

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SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

and other matters (insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.

3. GOVERNMENTAL ENTITY

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

Fulton County School District, Georgia (hereinafter “FCS”).

4. PREPARATION OF PROPOSALS

- a. All proposals 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 proposal 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 proposals 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 proposal 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 proposal should not be submitted. Contractors may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in “calendar” days. Failure to

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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 proposals.
- 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 (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 proposal is not submitted, the solicitation is to be returned marked “no proposal”. Failure to provide a proposal or “no proposal” 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 proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by FCS.

7. CHARGES AND EXTRAS

Proposals 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 proposal.

8. ADDENDA

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

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

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If any person or firm contemplates submitting a proposal 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 proposal 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.

No oral interpretations will be made to Offeror(s) as to meaning of proposal 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 proposal 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 proposal for contract performance.

9. WITHDRAWAL OF PROPOSALS

A proposal 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 proposals, or unless the Owner fails to accept or reject the proposal within one hundred and twenty (120) days after the date fixed for receiving said proposals. After the proposal 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 RFP response. *Additional documents proposed*

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by Offeror may not incorporate other documents by reference - all documents Offeror proposes FCS consider must be listed and attached to Offeror's Proposal. No additional terms, conditions or documents will be considered after the proposal due date unless specifically requested by FCS

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 RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in FCS' ability to award a contract and may also result in an Offeror's proposal 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 proposal 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 proposal 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 proposal 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 Proposal 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.

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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.

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 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 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. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All Offerors shall include a notarized affidavit stating with specificity any “trade secret” as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 et. seq.), specifically O.C.G.A. § 50-18-72(a)(34). 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.

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 proposal opening date. Other protests shall be filed not later than three (3) working days after proposal 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

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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.

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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 proposal (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 proposal is determined to be the most advantageous and is of best value to FCS. Proposals will be evaluated on a combination of factors (see the RFP portion 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 discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within FCS' sole discretion to terminate this agreement, to not renew a Contractor 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 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)

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

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- 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.

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

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 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

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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.

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

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SECTION II – CONTRACT AWARD

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.

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P. Cyber Insurance

Offeror shall procure and maintain Cyber Liability Insurance appropriate to the Offeror's profession, with limits not less than \$3,000,000 per occurrence or claim/ \$3,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Offeror in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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SECTION III – POST AWARD

1. ASSIGNMENT

By the submission of this proposal, 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 proposal, 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.

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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.

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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.

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SECTION IV – OTHER

1. NON-DISCRIMINATION

The Contractor, by the submission of a proposal or the acceptance of an order or contract, does agree in providing the goods and services covered under the proposal 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 proposal, 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 proposal the Offeror certifies: "that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal 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 proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the Offeror.

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7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals 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 may result in your proposal 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 conveniens.

(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.

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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 proposal. 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 proposal 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

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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 be 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 provisions 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 proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the

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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.

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ADDITIONAL CONDITIONS

1. CONTRACT TYPE

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

2. CONTRACT PERIOD

The base contract performance period shall be as stated in the contract award letter. The contract may be subject to options as stated below in paragraph 3.

3. OPTIONS

In addition to the base period, there are four (4) one-year options to be exercised at the sole discretion of FCS at the same terms, conditions and pricing of the base period

4. CATEGORY OF AWARD

Award will be made on an “All or None” basis. However, FCS reserves the right to award to multiple Contractors if it is deemed to be in the best interest of FCS.

5. REQUIREMENTS CONTRACT CLAUSE

This is a Requirements Contract for a Digital Learning System for Online and Blended Learning. There are no guarantees as to quantity of services FCS will require over the contract period stated, and therefore, no liability for non-purchase. More or less of the estimated quantity may be required.

6. 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.

7. 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 proposal may be determined to be non-responsive by the FCS Contracting Department Director.

8. OWNER'S REPRESENTATIVE

Supervision of and monitoring performance of the contract will be performed by FCS' Representative, Marcus Vu, Coordinator, Virtual Learning or his designee(s).

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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. Emailed or faxed proposals will not be accepted. FCS shall not be responsible for the premature opening of a proposal 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 proposal 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 proposal.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix I) with your proposal shall result in your proposal 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 proposal. 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

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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. 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 price quoted during the effective term, pending agreement between Offeror and the third-party entity.

14. 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.

REQUEST FOR PROPOSAL INTRODUCTION

1. PURPOSE

Fulton County School System (FCS) is soliciting proposals one or more components of the digital learning system that supports Digital Learning System for Online and Blended Learning. The digital learning system is composed of a Learning Management System (LMS) and Digital Course Content (DCC). This RFP is structured to allow Offerors to submit proposals for one or more components of the digital learning system with the intent of securing the most effective combination of components to meet the digital learning needs of the FCS.

2. BACKGROUND

FCS currently consists of ninety-four (94) schools and eight (8) charter schools with approximately 7,000 classrooms. The current enrollment for FCS exceeds 91,000 students in grades K-12. FCS employs over 13,000 full-time personnel and more than 6,800 of which are certified professionals. As an educational leader in the metro area, FCS delivers quality service and support to our students, employees and parents.

FCS values student and teacher access to high quality digital content to support a variety of programs within the district. FCS has a need for both digital content and a delivery platform for access to such content for a wide range of subjects and grade levels. FCS currently offers middle and high school content through Fulton Virtual School (FVS), which is a supplemental online school option. In addition to FVS, FCS also has two blended learning campuses. FCS wishes to accelerate blended learning options for students across grade levels and content areas throughout the district. FCS believes that access to high quality, customizable digital content in a platform that is also highly customizable and editable can be transformative to student learning and teacher instruction.

The purpose of this RFP is to assist with the selection and possible procurement of a digital content courses and a learning management system (LMS).

FCS currently has a vendor hosted LMS and DCC to support several programs throughout the district. There are three (3) implementations, Fulton Virtual School (FVS), is an asynchronous supplemental online program, a credit recovery program manage credit bearing enrollments in the DCC, and two (2) blended learning campuses that utilize the vendor hosted DCC. Another implementation provides access to the LMS and DCC to some elementary along with all middle and high School teachers and students to support instruction in classrooms. FVS also uses a separate LMS, Blackboard Learn for client hosted digital course content.

3. SCOPE OF WORK

Offerors must respond to the following sections of the RFP's Scope of Services for each component of the Digital Learning System for Online and Blended Learning.

The following sections outline key criteria that FCS is seeking. Responses to this RFP must address how the provider can meet these specific requirements of:

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REQUEST FOR PROPOSAL INTRODUCTION

Learning Management System and Digital Content that can be used for:

- a. 6th-12th grade full time virtual school
- b. 9-12th grade credit recovery
- c. 6th – 12th grade face-to face-learning
- d. 9th – 12th grade Blended Learning Campuses

3.1 Minimum Requirements

3.1.1 The Learning Management System shall:

- 3.1.1.1. Support the hosting, delivering, managing, creating, editing and reporting of courses to support online learning program, blended learning, and credit recovery to FCS.
- 3.1.1.2. Support multiple user types including but not limited to administrators, teachers and students.
- 3.1.1.3. Support IMS integration standards.
- 3.1.1.4. Support Learning Tools Interoperability (LTI) integration standards.
- 3.1.1.5. Integrate with the district's Student Information System (SIS), Infinite Campus, support automated rostering in courses and pushing grades from LMS to SIS.
- 3.1.1.6. Integrate with Fulton Virtual Schools' SIS, GeniusSIS, to manage creation of enrollments in courses and managing courses for school terms in real time.
- 3.1.1.7. Support rostering for online, credit recovery, and blended learning enrollments.
- 3.1.1.8. Integrate with Learning Object Repository (LOR), currently Safari Montage, to allow ease of adding content in the LOR to courses in LMS.
- 3.1.1.9. Integrate digital content provided by vendors such as publishers and digital content created by teachers to allow ease of adding that content to courses through LTI integration.
- 3.1.1.10. Integrate with Office 365.
- 3.1.1.11. Support the creating of courses within the LMS allowing for additional activities, learning objects, and the importing of Sharable Content Object Reference Model (SCORM) packages, NearPod, Illuminate Assessment Engine, USA TestPrep and SoftChalk course packages. Authoring tools should include but are not limited to:
 - Rich text formatting tools
 - Embedded external tools
 - Link to embedded files
 - Link to other pages within the course
 - Video recording tools
 - Audio recording tools
 - Video embedding
 - HTML editing tool
 - Integrate with Office 365 tools with a single sign-on
 - Integrate with other district resources through LTI, Application Program Interface (API), or other single sign-on integrations
- 3.1.1.12. Support courses created by a variety of sources including courses built by FCS along with courses purchased from outside vendors. LMS will need to import existing FCS' built courses from the Blackboard Learning System.
- 3.1.1.13. Support the integration of exporting course packages that will be imported to other LMSs.

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- 3.1.1.14. Support courses designed to align with quality standards like Aurora Institute (formerly known as iNACOL) or Quality Matters National Standards for high quality online courses.
- 3.1.1.15. Support accessible design.
- 3.1.1.16. Support a variety of student interaction such as student-content, student-teacher and student-student interactions. The tools of interaction should include but are not limited to:
- Course Announcements
 - Notifications through Short Message Service (SMS) and email
 - Discussion Boards/Threads
 - Group Assignments
 - Peer Review
 - Feedback Engine with HTML, Rich Text, audio, video recording and editing features
- 3.1.1.17. Support adaptive release of activities in courses based on student activity/performance that incorporate “if-then”, “and”, “&” “or” functions.
- 3.1.1.18. Support the use of district wide course templates that can only be edited at the district level but will also allow teachers to add to the courses at the individual course level. Teachers will not be able to delete any part of the template; however, they can add to it.
- 3.1.1.19. Support varied forms of assessment in courses including but not limited to:
- Teacher-graded assignments with the ability for students to upload a variety of file types Printable Document Format, Microsoft Power Point, Word Document, Excel, Digital Audio, Digital Coding for Audio (pdf, pptx, docx, xlsx, mp3, mp4, etc.)
 - Auto-graded objective quizzes and tests
 - Whole-class discussions
 - Group discussions
 - Peer-review assignments
 - Group assignments
- 3.1.1.20. Support teacher feedback with an embedded tool to record text, video, and/or audio that will be easily accessible to both teacher and student.
- 3.1.1.21. Support the use of rubrics for providing feedback on assessments.
- 3.1.1.22. Support and provide plagiarism monitoring tools/services such as Turnitin.
- 3.1.1.23. Support the use and creation of item banks for objective assessments.
- 3.1.1.24. Support the ability for teachers to build objective assessment items types that should include but are not limited to:
- True/False
 - Multiple Choice (one or more answers)
 - Ordering
 - Short-Answer/Essay Questions
 - Fill in the Blank
 - Matching
 - Graphing
 - Equations
 - Scale

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- Numeric Response
- 3.1.1.25. Support the importing of assessment items in bulk in the form of Question and Test Interoperability (QTI) packages.
- 3.1.1.26. Support creating of assessment items that can accept student recording and video responses.
- 3.1.1.27. Support tagging individual assessment questions/items to standards/objectives that are being reported to a standards-based gradebook, school report, or district report.
- 3.1.1.28. Have assessments, quizzes, and test features to include the following but are not limited to:
- The ability to deliver assessments to multiple classes, individual class and groups within a class, or individual students
 - The ability to distribute assessments to the entire district, school, section, or class
 - Attach multiple questions to a single assessment stimulus
 - Item banks with the ability to deliver a select number (ex. an item bank of six (6) questions but only two (2) are delivered randomly to an individual assessment)
 - Tag assessment to a single standard or multiple standards at the assessment level or item level
 - Multiple attempts on answering questions
 - Ability to add additional attempts by student
 - Import QTI contents
 - Have waiting period between attempts
 - Time limits (that are adjustable by class, group within class, or individual level)
 - Randomize question order
 - Randomize choice order
 - Quiz log displaying browser, IP address, and time on a question, time spent on an entire assessment, breakdown of mastered objectives
 - Protect assessments, quizzes, and tests with passwords (created by students) and teachers to have the ability to unlock features
 - Make assessments available to students by class, groups within a class, or individual student within class levels
- 3.1.1.29. Support student progress monitored by teachers. Including the following but are not limited to the following data points.
- Start date
 - End date
 - Grade level
 - Last log in
 - Last submission
 - Active time in course
 - Grade with zeros (0) factored-in for past-due assignments
- 3.1.1.30. Support program progress monitoring by administrators that allow for student and teacher monitoring:
- Last teacher log-in
 - Time stamp for student submission

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- Time stamp for teacher feedback on a submission
 - Monitoring log of teacher's activity such as lesson page creation, grade changes, revisions to assessments and revisions to lesson pages
- 3.1.1.31. Support real time export of data to the district's data warehouse.
- 3.1.1.32. Support real time updates of enrollments and grades between LMS, GeniusSIS, and Infinite Campus.
- 3.1.1.33. Support competency-based learning.
- 3.1.1.34. Support branching instructional paths within a course by the group and individual student level.
- 3.1.1.35. Support flexible pacing in courses.
- 3.1.1.36. Support varying start and end dates in a particular term.
- 3.1.1.37. Support individual pacing plans with personalized due dates for students.
- 3.1.1.38. Link activities, assessment items, to standards, and other identifiers.
- 3.1.1.39. Support traditional gradebooks to include but is not limited to the following features:
- View the history of gradebooks
 - Ability to enter and to edit multiple grades at once
 - Send message to students who: (i) did not submit an assignment, (ii) score less than a specified grade, (iii) score more than a specified grade
 - Pass grades (course grade and individual assessment grades) to GeniusSIS and Infinite Campus in real time
 - Lock specific assessments to prevent students from over-submission
 - Add additional retakes of assessments or assignments on an individual student basis
- 3.1.1.40. Support standards-based gradebooks that include the following features:
- Sort, filter and export by the district, schools, courses, standards, and/or student demographics
 - Identifies that a student has demonstrated mastery, competency, developing, or emerging by standards
 - Individual views for students and parents
- 3.1.1.41. Support credit recovery courses that allow students to test out of content.
- 3.1.1.42. Support monitoring of credit recovery enrollments by a non-certified teacher.
- 3.1.1.43. Comply with the Federal Educational Rights and Privacy Act (FERPA).
- 3.1.1.44. Provide a train-the-trainer model, professional development and related redelivery materials to approximately thirty (30) FCS staff for blended learning implementation starting in May 2020.
- 3.1.1.45. Provide direct professional development and related redelivery materials to approximately thirty (30) FCS staff for credit recovery implementation starting in May 2020.
- 3.1.1.46. Provide direct professional development and related redelivery materials to approximately thirty (30) FCS staff for Fulton Virtual School Implementation starting in May 2020.
- 3.1.1.47. Provide a web-based and/or phone technical support for staff and students.
- 3.1.1.48. Implement a system that can support 100,000 students and is scalable to accommodate growth in student population.
- 3.1.1.49. Provide a project plan that includes a schedule based on project management best practices.

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- 3.1.1.50. Provide a detailed timeline for implementation with a start date of May 2020.
- 3.1.1.51. Agree to the requirement of Fulton County Schools that all data collected, analyzed and/or disseminated by the system remain the sole property of and for the exclusive use of Fulton County Schools.

3.1.2 Digital Course Content

The Offeror shall:

- 3.1.2.1. Provide digital content that can be used to operate a full-time enrollment virtual school programs as well as support a district-wide middle and high schools blended learning initiative in grades 6-12 and credit recovery for grades 9-12.
- 3.1.2.2. Provide a list of the digital content/online courses that would be available that are specifically designed for use in both a full time enrollment virtual environment and blended learning instructional environment.
- 3.1.2.3. Provide a list of the digital content/online courses that the Offeror has available that are specifically designed for use in credit recovery.
- 3.1.2.4. Identify whether the digital content and courses are developed and owned by the Offeror.
- 3.1.2.5. Provide digital content that aligns with quality standards like Aurora Institute (formerly known as iNACOL) or Quality Matters national standards for high quality online courses.
- 3.1.2.6. Provide digital content that uses a variety of online learning activities and assessments including but not limited to video, audio lectures, interactive simulations, performance-based assessments, objective assessment, info-graphs, and other product design features that foster student engagement, active learning and addresses multiple learning styles.
- 3.1.2.7. Provide evidence that digital content is aligned to the Georgia Standards of Excellence (GSE) for the specific Georgia courses to which these standards apply and to the Georgia Performance Standards (GPS) for the specific Georgia courses to which these apply. Include a brief explanation for the process to ensure that such standards are addressed in the Offeror's content. In the event that content is not aligned to GSE and GPS, a written description on the methods the Offeror would implement to meet GSE and GPS standards.
- 3.1.2.8. Provide evidence that the assessments within the digital content/courses reflect the rigor and complexity of the Georgia Standards of Excellence in English Language Arts, Mathematics, Science, and Social Studies (similar to the complexity of PARTNERSHIP FOR ASSESSMENT OF READING FOR COLLEGE AND CAREERS (PARCC) or Smarter Balance assessment).
- 3.1.2.9. Provide digital content that can be hosted in FCS selected LMS without a loss of important functionality of content and that allows for customization in the LMS.
- 3.1.2.10. Provide digital content that can be customized to FCS' selected LMS without a loss of important functionality of content and assessments.
- 3.1.2.11. Provide digital content that utilizes a variety of assessments that includes a balance both auto-graded and teacher-graded activities.
- 3.1.2.12. Provide a rationale that explains how the Offeror's balance of assessments mitigate academic integrity risks.
- 3.1.2.13. Provide digital content that can be used in a credit recovery program that does not require teacher graded activities.
- 3.1.2.14. Provide assessment pools for auto graded assessments that are at least 300% deep.
- 3.1.2.15. Provide digital content that incorporates accessible design.

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- 3.1.2.16. Provide digital content that supports competency-based learning.
- 3.1.2.17. Provide digital content that supports flexible pacing in courses.
- 3.1.2.18. Provide digital content that is flash free by start of contract.
- 3.1.2.19. Provide appropriate feedback to students based on responses to auto graded assessment items.
- 3.1.2.20. Provide case-studies, validation-studies, or scholarly research that demonstrate the effectiveness and results on end of course exams after implementation and utilization of the digital content.
- 3.1.2.21. Describe any ancillary (offline) materials that may be required.
- 3.1.2.22. Provide options for FCS access to either all digital content courses or options for subsets of digital content. Offeror should indicate which of the following content on which the vendor would like to propose including but not limited to the following sub-sets:
- Middle School Core Content,
 - High School Core Content
 - Elective Content (Career Technical Education, Fine Arts, Health and Physical Education)
 - World Language Content grade, (iii) score more than a specified grade
- If the Offeror can offer all content, the Offeror's submittal shall provide pricing for the entire suite of course content in addition to pricing for the specified sub-sets of content.
- 3.1.2.23. Provide a detailed list of materials that would not be provided by the digital content/course.
- 3.1.2.24. Describe their typical business practices for addressing content additions or edits. In the description please address the following questions:
- Client-initiated edits to content
 - Vendor-initiated edits to content
 - Feedback about improving digital content

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A. OFFEROR'S RESPONSIBILITY

It shall be the responsibility of the selected offeror to meet all requirements and guidelines set forth therein. Offeror's shall provide a single point of contact (POC) to troubleshoot any and all potential problems or issues with the proposed system. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal 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 proposal 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, oral interview and demonstration of each Offeror.

C. SUBMISSION OF PROPOSAL

Proposals shall be submitted in four (4) sections: (1) price, (2) technical capability, (3) business stability and (4) exceptions and modifications (if applicable). Ten (10) sealed proposals (one (1) original, nine (9) 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 four (4) sections.

D. BASIS OF AWARD

Proposals will be evaluated on a combination of factors. The evaluation factors are (1) price, (2) technical capability, (3) business stability, and (4) exceptions and modifications.

E. PREPARING THE PROPOSAL

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 proposal 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.

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G. THE PROPOSAL

SECTION I – PRICE

The Offeror shall provide the pricing mechanisms that are offered for all services proposed to accomplish FCS requirements. (See **APPENDIX IV for Pricing Schedules**). The dollar cost of services proposed should contain the maximum fee (including any out-of-pocket and/or travel expenses) that FCS will be charged for the services. The Offeror shall also include the hourly rates to be charged for each staff level in the event FCS authorizes an expansion of the scope of the engagement.

SECTION II - TECHNICAL CAPABILITIES

A. METHODOLOGY

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the requirements for this RFP. This shall include coordination, problem solving, resumes of all resources assigned to FCS, and an organizational chart. Also, this section shall include any other information that will assist in the understanding of what the Offeror proposes to do and to provide.

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 proposal to the solicitation. Proposals shall be evaluated in its entirety.

B. CAPABILITIES

The Offeror shall demonstrate the capacity to fulfill the requirements for the Scope of Services. All sections must be thoroughly addressed except for sections 4 (Digital Content Specifications) and 5 (Learning Management System Specifications). If the offeror is bidding on a single component of the RFP, the offeror can just submit an explanation and requirements for either section 4 or 5 (one section must be selected for consideration). If the offeror plans to bid on both sections 4 and 5, the offeror must submit in their proposal their intentions for bidding on both and complete both sections 4 and 5.

1. Organization & Team Member Background Experience

The Offeror shall provide:

- A one (1) to two (2) page(s) narrative describing all involved consultants
- Resumes of key personnel assigned to the contract and the specific duties of each, including any sub-contractors
- Anticipated roles of all personnel assigned to the contract

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2. Experience and Qualifications

The Offeror shall describe the professional background and relevant client experience of the organization, team leader(s), and team member(s).

Provide two (2) examples of how the organization has approached a site survey of instructional units of this nature in K-12 districts with a student population in excess of 90,000 students. What worked, what didn't work (challenges and opportunities) what was the level of involvement from the client and how many resources it took (from both the client side and vendor side) to complete the work and within what time frame?

3. Project Management

The Offeror shall:

- 3.1 Provide a Project Manager to serve as point of contact to FCS for this contract.
- 3.2 Provide a scope of work for the project with an estimated start date of May 2020.
- 3.3 Provide hands-on training and facilitation of the project between May 2020 through July 2020.

The Project Manager shall:

- 3.4 Manage all project documents that contain the required tasks from project initiation to finalization. Including but not limited to the development and execution of project plan, scheduling development, meeting facilitation, following up on tasks and reporting.
- 3.5 Manage the development and submission of the project and provide a status report on a weekly basis.

4. Digital Content Specifications

The following paragraphs outline key criteria for the digital content implementation. An in-depth review of the Offeror's online content will be conducted if it is determined that such a review is desired based on the Offeror's response.

- 4.1 Provide a list of the digital content/online courses that the Offeror's organization has available and specifically designed for use in both a fulltime enrollment virtual environment and a blended learning instructional environment.
 - Identify whether the digital content/courses are developed and owned by the Offeror's organization.
 - Describe if the Offeror's digital content/online courses will cover grades levels 6-12, including content for core and elective courses. (Offerors are encouraged to submit a response even if only addressing a subset of the content area and/or grade levels).

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- Provide a detailed description of how the Offeror’s digital content utilize video, audio lectures, interactive simulations, and other product design features that foster student engagement and addresses multiple learning styles.
- 4.2 Provide evidence that the digital content is aligned to the Common Core Georgia Performance Standards (CCGPS) for the specific Georgia courses to which these standards apply and to the GPS for the specific the Georgia courses to which these apply. Include a brief explanation for the process the Offeror utilize to ensure that such standards are addressed in the Offeror’s content. why and what the recommended accommodations are to meet such standards. In the event that content is not aligned to CCGPS and GPS, please provide the reasons. Specifically address the standards alignment of digital content/courses to Georgia’s middle and high schools’ integrated math curriculum. Be as specific as possible.
- 4.3 Describe the student assessment process that exists within the digital content/courses.
In the Offeror’s description of options address the following questions:
- Describe the various types of assessments that will be utilized.
 - To what extent are computer graded assessments utilized?
 - Are test banks capable of giving multiple versions of exams and quizzes to promote mastery learning included?
 - FCS will have the ability to modify or create assessments?
 - Can teachers create conditions that constrain student progression based on performance?
 - Can test questions be randomized?
 - Does digital content include unit tests, formative assessments, and final exams?
 - Describe any safeguards that would prevent students from merely guessing answers until the correct answer is obtained.
- 4.4 Describe the different instruction and interactive features that meet the varying learning needs of students. In the proposal address the following questions:
- Can students work at their own pace?
 - Are there audio capabilities to read the screen to students, interactive labs or other activities, videos, hyperlinks to vocabulary definitions, or remediation in reading and math available?
 - Does the system automatically route students to questions covering lower-level skills based on incorrect responses?
 - Does the system provide “hints” or feedback to lead students to the correct responses?
 - Are there pacing guides or average completion time per lesson included?
- 4.5 Describe any ancillary (offline) materials that are required.
- By course subject
 - Provide a detailed list of materials needed that would/not be provided by the digital content/course.
- 4.6 Describe the Offeror’s typical business practices for addressing content additions or edits. In your description please address the following questions:

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Client-Initiated Edits to Content

- Does the Offeror have the ability to add, augment, or edit content themselves? Provide details.
- What is an average timeframe for making vendor changes to content based on client request?
- What district level control is available to push locally added digital content out to courses (e.g. Parent > Child course distribution model).
- Are various user-type/roles available to enable client to assign editing capabilities to select staff?
- What is the process for submitting ideas for content edits?

Provider-Initiated Edits to Content

- How often is content upgraded or otherwise edited?
- How are edits to content relayed and how much advance notice is provided?
- How often are new courses added and made available?

- 4.7 Identify teacher support materials that are provided to assist FCS teachers and facilitators with becoming familiar with the online content, as well as supporting their instructional efforts.
- Are answer keys and/or rubrics provided?
 - Are hints for providing instructional support offered?
- 4.8 Given the diverse academic needs of FCS students (English-language learners, academically at-risk, students with learning and physical disabilities, highly mobile population), please describe the digital content/courses available for serving such a student population. What accessibility features does the digital content/courses possess?
- 4.9 Describe how the solution incorporates an observer access component that allows parents/guardians to monitor student progress.
- 4.10 Include a demo instance with log-in credentials loaded with the following courses (If the Offeror is only proposing on a subset of courses include the courses that apply to the subset):
- High School Algebra 1
 - High School 9th Grade Literature Composition
 - High School US History
 - High School Biology
 - High School Chinese I
 - High School Introduction to Digital Technology
 - High School Health

5. Learning Management System Specifications

The following paragraphs outline key criteria for the learning management system implementation. An in-depth review of the Offeror's learning management system will be conducted if it is determined that such a review is desired based on the proposal.

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- 5.1 Describe the digital authoring tools when answering the following questions:
- How does the Offeror's LMS support the addition of lesson materials, activities, learning objects?
 - How does the Offeror's LMS import SCORM packages and SoftChalk course pages?
 - What features does the Offeror's authoring tool possess? Verify if the following are available:
 - Rich text formatting tools
 - Embed external tools
 - Link to embedded files
 - Link to other pages within the course
 - Video recording tools
 - Audio recording tools
 - Video embedding
 - HTML editing tool
 - Integration with Office 365 tools with single sign-on
 - Integration with other district resources through LTI, API, or other single sign-on integrations.
- 5.2 How does the Offeror's LMS provide the following types of interaction, and what forms (student-content, student-teacher, and student-student). Does the Offeror's LMS possess the following features? If so, explain how the features will be realized in the LMS:
- Course announcements
 - Notifications through SMS and email
 - Discussion boards/threads
 - Group Assignments
 - Peer Review
- 5.3 Describe how the Offeror's LMS possess real-time adaptive release of activities in courses based on student activity/performance that incorporate "If-then", "and", "&" and "or" functions.
- 5.4 Describe how the user/parent access component allows users to self-enroll without district involvement in the enrollment process (ie. based on unique identifier, etc.).
- 5.5 How does the Offeror's LMS support courses created by a variety of sources including courses built by FCS along with course purchased from outside vendors? (FVS possesses courses built in Blackboard Learn).
- 5.6 Does the Offeror's LMS support the use of district wide course templates that can only be edited at the district level, but will it allow teachers to add to the course at the individual course level?
- 5.7 Describe the assessment engine's capabilities of the Offeror's LMS. Does LMS support a variety of forms of assessment in course including but not limited to the following:
- Teacher-graded assignments with the ability for students to upload a variety of file types (pdf, pptx, docx, xlsx, mp3, mp4, etc.)
 - Auto-graded objective quizzes and test

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- Whole-class discussions
 - Group discussions
 - Peer-review assignments
 - Group assignments
- 5.8 Describe the LMS feedback engine. Does the feedback engine possess htm, rich text, audio, and video recording and editing features?
- 5.9 Does the Offeror's LMS support the use of rubrics for providing feedback on assessments?
- 5.10 Does the Offeror's LMS possess an integrated plagiarism tool? If so, please describe.
- 5.11 Does the Offeror's LMS possess an integration with Turnitin? If so, please explain.
- 5.12 Describe how the Offeror's LMS supports the use and creation of item banks to for objective assessments.
- 5.13 Describe how the Offeror's LMS supports the ability for teachers to build objective assessment items types that include but are not limited to:
- True/False
 - Multiple Choice (one or more answers)
 - Ordering
 - Short-Answer/Essay Question
 - Fill in the blank
 - Matching
 - Graphing
 - Equations
 - Short Answer
 - Essay
 - Scale
 - Numeric Response
 - Explain how all assessment item types will support utilization of sound image, and video as components of a question or answer.
 - Explain how all assessment item types support utilization of sound, image, and video as components of a question or answer.
- 5.14 Describe how the Offeror's LMS supports the import of assessment items in bulk.
- 5.15 Describe how the Offeror's LMS supports creating assessment items that can accept student recording and video responses in the assessment.
- 5.16 Describe how the Offeror's LMS supports tagging individual assessment questions/items to standards/objectives that are reported to a standards-based gradebook, school report, or district report.
- 5.17 Describe the features of the assessments, quizzes, and tests of the Offeror's LMS. Does the Offeror's LMS provide the ability to implement the following on assessments, quizzes, and tests?
- The ability to deliver assessments to multiple classes, one class, group within a class, or individual students
 - The ability to push assessments to the entire district, school, section, or class
 - Attach multiple questions to a single assessment stimulus

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- Item banks with the ability to deliver randomly a selected number (ex. an item bank of (six) 6 questions but only two (2) are delivered randomly to an individual assessment)
 - Tag assessment to a single standard or multiple standards at the assessment level or item level
 - Multiple attempts
 - Ability to add additional attempts by student
 - Import QTI content
 - Waiting period between attempts
 - Time limits (that are adjustable by class, group within class, or individual level)
 - Randomize question order
 - Randomize choice order
 - Quiz log displaying browser, IP address, and time on question, time spent on entire assessment, breakdown of objectives mastered
 - Protect assessments, quizzes, and tests with password (randomized by student) and unlock feature controlled by the teacher
 - Make assessments available to students by class, group within class, or individual student level
- 5.18 Describe how the Offeror's LMS supports branching instructional paths within a course by the group and individual student level.
- 5.19 How does the Offeror's LMS support flexible pacing by the individual start and end dates by student? How does the LMS support individual pacing plans with personalized due dates for students?
- 5.20 Does the Offeror's LMS have the ability to link activities, assessment items, to standards, and other identifiers?
- 5.21 Describe the traditional gradebook of the Offeror's LMS. Does the gradebook include the following features?
- View the history of gradebook
 - Ability to enter and edit multiple grades at once
 - Send message to students who: (i) did not submit an assignment, (ii) scored less than a specified grade, (iii) scored more than a specified grade
 - Pass grades (course grade and individual assessment grades) to GeniusSIS and Infinite Campus in real time
- 5.22 Does the Offeror's LMS possess a standards-based gradebook that includes (but is not limited to) the following features?
- Sortable, filterable, and exportable by district, school, course, standard, and/or student demographic
 - Identifies when a student has demonstrated mastery, competency, developing, or emerging by standard
 - Individual views for students and parents
- 5.23 Describe how the Offeror's LMS can support credit recovery courses that would allow students to test out of content. Describe how the LMS can support monitoring of credit recovery enrollments by a non-certified teacher.

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- 5.24 Describe how the Offeror's LMS would be in compliant with the Federal Educational Rights and Privacy Act (FERPA).
- 5.25 Given the diverse academic needs of FCS students (English-language learners, academically at-risk, students with learning and physical disabilities, highly mobile population), describe the digital content/courses available features for serving such a student population. What accessibility features does the Offeror's LMS possess?
- 5.26 Include a demo instance of the LMS with log-in credentials. Along with the demo, there should be instructions to complete the following in the course:
 - Import Blackboard course package
 - Import Softchalk course package
 - Create pooled assessment
 - Adaptive Release with "If then...and"
 - and "If then or" functionality

6. Reporting Features - Student Performance and Teacher Action

- 6.1 Describe the reporting capabilities of the Offeror's learning management system or digital content management system.
- 6.2 Describe how the Offeror's LMS will integrate with , GeniusSIS, and Infinite Campus. Does the Offeror's LMS support real time updates of enrollments and grades between LMS, GeniusSIS, and Infinite Campus?
- 6.3 Does the Offeror's LMS have the capability of supporting student progress monitoring by teachers? Can the following data be imported and exported to the LMS?
 - Start date
 - End date
 - Current grade
 - Last log in
 - Last submission graded
 - Active time in course (separate from idle time).
 - Percent complete for course (example 20 assignments out of 25 total assignments would be 80% complete for course).
 - Grade with zeros (0) factored-in for past-due assignments.
 - Gradebook with assignment, name and score
- 6.4 Describe the Offeror's ability to export data to a data warehouse. Does the Offeror's LMS support real time export of data to district data warehouse?
- 6.5 Describe how the Offeror's LMS can support program progress monitoring by administrators that allow for student and teacher monitoring:
 - Last teacher log-in
 - Time stamp for student submission
 - Time stamp for teacher feedback on student submission
 - Monitoring log of teacher actions such as lesson page creation, grade changes, edit to assessments, edit to lesson pages
- 6.6 Are school personnel able to access real-time student progress reports that include both the quality of work completed and the percentage of coursework completed?

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- 6.7 Describe how aggregate student performance data can be reviewed at the class and school level.
- 6.8 Describe how students are informed of their progress.
- 6.9 Describe how parents can access the student's progress reports.
- 6.10 Describe the LMS ability to export student data/reports into other digital grade books or databases.
- 6.11 Describe how student performance data is archived and does it include archiving of student data even for students who may not have completed their assigned course?

7. Technical Requirements

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

This section is organized in three (3) parts; Vendor Hosted, FCS Hosted and Vendor Hosted on Premises. Complete the attached FCS Technical Requirements Document (TRD) (Appendix V) which includes all appendices referenced in this section.

Option 1 – Vendor Hosted Network/Infrastructure

- 7.1.1 Describe in detail the physical environment used to host the application including:
 - Hosted locations (city or cities) must be within the Continental US
 - Hardware
 - Operating systems
 - The hosting vendor (i.e. AWS, Azure, etc.) if applicable

Data Management

- 7.1.2 Describe and provide documentation on the Offeror's capability to secure and segregate FCS data from any other customer including:
 - Physical hardware separation
 - Data segregation
 - Unauthorized use
- 7.1.3 Any data provided, entered, or derived in the application will be the property of FCS. Describe how the Offeror will provide this data to Fulton County Schools on a daily basis.
- 7.1.4 Describe how data transfers are accomplished and by what secure mechanism, permissions/access/security.

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- 7.1.5 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.
- 7.1.6 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.
- 7.1.7 Describe the Offeror's processes for load testing, monitoring of performance and response time 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.).
- 7.1.8 Describe the Offeror's procedures in analyzing hardware and bandwidth capacity and the frequency of the processes executed.
- 7.1.9 Describe the impact a hardware failure would have on the application, including access to redundant hardware and to replace equipment in the event of failure.
- 7.1.10 Describe any single points of failure in the Offeror's environment. If there are none, describe the analysis and testing completed to confirm no failure points.
- 7.1.11 Describe the fault tolerance built into the Offeror's environment including:
- How the Offeror's facility is hardened to withstand natural disasters or local insurrections
 - The facility's generator capability in case of a long-term power outage
 - Whether the facility has multiple physical data lines coming from multiple directions to the site
 - The level of data mirroring provided
 - Virus protection processes in place
 - Anti-hacking and attack processes in place
 - The arrangements with multiple ISPs if the ISPs are not available
 - The arrangements with local utility providers to restore service in the event of an outage
 - Provide Technology Audit Reports that show frequency and compliance
- 7.1.12 Describe the Offeror's data backup processes including:
- Backup frequency
 - Backup processes used
 - Backup storage location
 - Frequency that backups that have been moved off site
 - Number of versions and frequency of backups retained
 - Timeframe for recovering data from a backup if required (on-site and off-site)
 - Ability to do a point in time recovery
 - The process for deciding if data needs to be restored and how notifications/communications would be shared with FCS and what are the process in escalating an issue?
- 7.1.13 Describe in detail the processes and procedures that are in place in the event the primary host site becomes unavailable including the following:
- Arrangements to replace the facility

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- If the alternative site is shared by multiple organizations the Offeror must be able to deal with regional disasters such as a widespread flood or hurricane damage
 - Geographic proximity of the alternative site to the primary site
 - The specific criteria used to declare a disaster situation
 - FCS should have an input in the declaration
 - The frequency of testing disaster recovery procedures and processes
 - The completeness of testing (i.e. is the data completely recovered and is connectivity tested)
 - In the event testing is unsuccessful, the timeframe for re-testing
- 7.1.14 List the dates and durations of any unplanned outages for more than eight (8) hours within the last three (3) years. Provide details for the following: the root cause, process/steps taken to remediate the issue(s), and what was done to eliminate the risk from reoccurring.
- 7.1.15 List the dates and durations of any unplanned outages for more than (one) 1 hour within the last twelve (12) months. Provide details for the following: 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 analysis of events and what actions were taken for support and maintenance services.
- 7.1.16 Describe Offeror's hardware refresh cycle.
- 7.1.17 Describe the testing procedures in place for system and application software maintenance. Would the User Acceptance Testing (UAT) environment be available for FCS to test new releases and new data processes?
- 7.1.18 Describe the change control processes used and what is tracked as a change. Include: change of classifications, priorities, and corresponding definitions.

Disaster Recovery

- 7.1.19 Describe any experience in the disaster recovery processes including:
- The length of time the application was unavailable
 - Any specific issues that were encountered

Option 2 FCS Hosted Network/Infrastructure

- 7.2.1 Describe how the Offeror's application will meet FCS' hosting requirements located in FCS (TRD) (Appendix III) and (Appendix IV).
- 7.2.2 Describe how the Offeror 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.
- 7.2.3 Describe how the Offeror will provide FCS with best practices and recommendations for securing the application on the FCS network and reducing security risk.
- 7.2.4 Describe how the Offeror will provide FCS with backup strategies in order to properly maintain data and availability in the event of data loss or a disaster.

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- 7.2.5 Describe the hardware and network configurations that will be required in order to support our district.
- 7.2.6 Describe how the Offeror will provide FCS with all required software support either on-site or remotely as needed via a secure connection.

Option 3 Vendor Hosted on Premises Network/Infrastructure

- 7.3.1 Describe how the supplied hardware will meet the FCS' facility requirements in listed in FCS Technical Requirement Documents (TRD) (Appendix VI).
- 7.3.2 Describe the server and storage hardware required for the application.
- 7.3.3 Provide elevation and rack space requirements.
- 7.3.4 Describe how the Offeror 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).
- 7.3.5 Describe how the Offeror will provide all data backup protections and redundancies including:
 - Backup frequency
 - Backup processes used
 - Storage location of backups
 - Frequency that backups are moved offsite
 - Number of versions and frequency of backups that are retained
 - Time frame for recovering data from a backup if required (on-site and off-site)
 - The process for deciding which data needs to be restored
 - Maximum amount of data loss in the event of a failure
 - The notification process to FCS staff

Network / Infrastructure

- 7.4.1 When the application is web based, describe the method of support for the current browser standards listed in FCS (TRD) (Appendix I). Also describe the timeline and processes for adapting compatibility to new browser versions and describe how support will be provided for older versions.
- 7.4.2 Verify that the Offeror's application is fully compatible with the devices used by FCS as listed in FCS (TRD) (Appendix V). If there are any issues with supporting any device type, indicate what functionality is not available or is not fully functional.
- 7.4.3 Verify that the Offeror's application is fully functional on all of the operating systems and versions of the Offeror's devices that would be used by FCS as listed in (TRD) (Appendix II). If there are issues with supporting any operating system, indicate what functionality is available or what functionality is not fully functional.
- 7.4.4 When the application has a mobile device component, describe the Offeror's support for the mobile device used by FCS listed in (TRD) (Appendix V). Also

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describe the timeline and processes for adapting compatibility to new device platforms.

- 7.4.5 Describe in detail the following:
- The underlying architecture of the application
 - Whether the application uses FLASH and if so, describe the Offeror's plan to transition from FLASH
 - The underlying development platform used to write the application
 - Any utilization of 3rd party components
 - Any design features that enhance fault tolerance
- 7.4.6 Describe how the Offeror's application can be scaled to meet demand and if it can be elastic to meet on-demand performance during peak usage.

Monitoring and Performance

- 7.5.1 Describe how FCS can monitor application up-time and performance.
- 7.5.2 Describe how the Offeror will assist FCS with application load and stress testing.
- 7.5.3 Describe how performance metrics are collected and reported across the application landscape.

Permission/Access/Security

- 7.6.1 Describe how the Offeror's application will support Active Directory Integration utilizing one or more of the following methods:
- OAUTH2
 - SAML
 - ADFS
 - LDAP
- 7.6.2 If the Offeror's application cannot support Active Directory Integration, describe how users log in and permissions are maintained.
- 7.6.3 Describe the Offeror's ability to integrate with Active Directory group-based roles and security.
- 7.6.4 Describe how FCS' roster information will map to a minimum of the following user types:
- Teachers
 - Students
 - Principals
 - School Administrators
 - District Administrators
 - Curriculum Administrators
 - Application Administrators
 - Parents
- 7.6.5 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.

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- 7.6.6 Describe administrative processes that are required for user maintenance and authorization.
- 7.6.7 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.
- 7.6.8 Describe the licensing model including:
- 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)
 - Describe the Offeror's process in addressing licenses that exceed the amount purchased
- 7.6.9 Describe the activation model / process for licenses.
- 7.6.10 Describe how the Offeror's application will support:
- Staff at multiple locations (example - teachers or administrators associated with multiple schools).
 - Staff with multiple roles (example a teacher who is also a grade level chair).
- 7.6.11 Describe how the Offeror's application can control any potential conflicts between automated rostering and any manually entered rostering.
- 7.6.12 Describe how the Offeror's application can support user impersonation for problem resolution.

Data Management

- 7.7.1 FCS supports Project Unicorn and expects Offeror to utilize industry data interoperability standards. Describe how the Offeror's application supports and utilizes industry standard interfaces including:
- Instructional Management Systems (IMS) OneRoster for importing rosters and/or passing results including the version(s) supported and the method of interface (API or CSV)
 - Ed-Fi including the version(s) supported and the areas supported (i.e. assessment results, rostering, etc.)
 - IMS CASE for identifying learning standards
 - IMS Learning Tools Interoperability (LTI) for content sharing including the version(s) supported
 - IMS Common Cartridge (CC) and/or Thin Common Cartridge (TCC) for content sharing including the version(s) supported
 - IMS QTI for assessment item import or export
- 7.7.2 If not addressed in question 7.7.1 above, describe how your platform can integrate with other learning management systems and to district SIS (Infinite Campus) and Fulton Virtual SIS (Genius SIS). Including the following:
- Describe how the platform will distribute assignment grades back to the district's and Fulton Virtual's SIS
 - If applicable describe learning material content
 - List any additional fees

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- 7.7.3 If the application does not support IMS OneRoster or Ed-Fi for rostering, describe how the application will support a minimum nightly refresh of roster data.
- 7.7.4 Describe the usage data available including:
- Total time in the system
 - Time spent per task
 - Successful completion of task
 - Last usage date time
 - Rushed assignments
- 7.7.5 Describe all data, with corresponding detail and definitions, that is needed for the Offeror's application. Specify what is required and what is optional and the end result if the district does not want to include the optional data.
- 7.7.6 Describe how the platform passes assignment grades back to the district's SIS.
- 7.7.7 Any data provided, entered, or derived in the application will be the property of FCS. Describe how the Offeror will provide this data to FCS schools on a minimum of a daily basis.
- 7.7.8 Describe data processes if services are terminated, to include:
- Ownership of all data to solely belong to FCS
 - Methods of data retrieval
 - Destruction of data after retrieval

Reporting and Notifications

- 7.8.1 Describe each of the following reports that will be provided to FCS.
- Student performance reports
 - Student growth over time
 - Ability to disaggregate by sub-groups
 - Ad Hoc reporting
 - Multilingual support (i.e. reports for parents in other languages)
 - Provide sample reports
- 7.8.2 Describe the ability to set-up alerts for teachers based on custom parameters.

Support, Maintenance and Services

- 7.9.1 Describe how the Offeror will install, maintain, support, upgrade, and patch the application including production, testing and development environments.
- 7.9.2 Describe the Offeror's Customer Relationship Management services including:
- The process followed to identify an appropriate resource to act as the central point of contact for FCS account. Define the skills, experience, and qualifications outlined for this role. Include the level of authority for decision making and approval.
 - The process used to monitor, control, and manage issues. Include frequency, issue prioritization, escalation, required approvals, and communication processes.
 - The Offeror's channels for contact including a process for FCS to report system bugs and product enhancement requests.

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- Performance measures used to track CRM performance and customer satisfaction
- 7.9.3 Describe the Offeror's Service Level Indicators (SLI/SLA) including:
- The Offeror's 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
 - Uptime guarantees during primary operating hours (7:00 a.m. to 4:00 p.m. Eastern Standard Time EST)
 - Uptime guarantee after business hours, nights, weekends, and holidays
 - The maximum amount of downtime that can occur, including in the event of a disaster
 - SLAs regarding response time of the application and the remediation process if the SLA is not met
 - Guaranteed response times to support issues by severity level including a clearly defined escalation process and how severity levels are determined
 - Provide the compensation and/or punitive impact options when an SLA is not met
 - The process for determining if an SLA is met
 - The arbitration process if the vendor and FCS do not agree if SLAs are met

Governance

- 7.10.1 Describe the Offeror's implementation options and estimated timeline with activities, milestones, delivery time. Include all applicable supporting information, detail, and diagrams.
- 7.10.2 Provide deliverables throughout project that include:
- Comprehensive project plan
 - Comprehensive training plan
 - Process maps & documentation
 - Data dictionary
 - Custom reports (if applicable)
- 7.10.3 Describe the Offeror's project management methodology, approach, and practices. Include the following competencies/areas:
- Scope of management
 - Workplan/time management
 - Risk Management
 - Change management
 - Issue management
 - Quality management
 - Knowledge transfer
 - Communication management
 - Testing strategy /plan (unit, integration, release, beta)
 - Training

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Include all applicable supporting information, detail, and diagrams

- 7.10.4 Describe the training options that will be provided with the implementation on an ongoing basis. Include:
- Types of training (i.e. general, role based, technical, etc.)
 - Number of each type of trainings
 - Class size limitations and restrictions
 - Methods of training (individual, train-the-trainer, customized to FCS, etc.)
 - Mediums for training (i.e. face-to-face, webinar, recorded face-to-face, self-paced virtual, etc.)
 - Training Plan
 - Soft-copy of training materials
- 7.10.5 Describe the approach and deliverables to support an effective communication plan, including:
- Differentiated communication strategies based on stakeholder audience
 - “Print ready” materials that can be shared with various stakeholders
 - Definitions of communication venues and methods
 - Timing, sequence, accountability and measurement
- 7.10.6 Describe the notification process in the event of an impending change and what influence FCS would have in determining when changes will be implemented.

SECTION III - BUSINESS STABILITY

- 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.
- 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, address, 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.

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- D. Subcontractors** - Indicate the names and 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 proposal 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.

H. EVALUATION FACTORS

NO.	FACTOR	POINTS
SECTION I	PRICE	150
SECTION II	TECHNICAL CAPABILITIES	600
<i>Section II-A</i>	<i>Methodology</i>	100
<i>Section II-B</i>	<i>Capabilities</i>	500
SECTION III	BUSINESS STABILITY	150
APPENDICES II & III	EXCEPTIONS AND MODIFICATIONS	100
TOTAL		1000

I. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal 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.

CONTRACTING DEPARTMENT

REQUEST FOR SEALED PROPOSAL

DATE: _____

PROPOSAL NO.: 125-20

NAME OF COMPANY: _____

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

Gentleman/Madam:

Having carefully examined the Proposal Conditions and Specifications entitled “RFP No. 125-20, “Digital Learning System for Online and Blended Learning” 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.

CONTRACTING DEPARTMENT

COMMITMENT TO PERFORM AS PROPOSED

PROPOSAL NO.: 125-20

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 proposals as principals are as follows:

The legal name of the Offeror is:

CONTRACTING DEPARTMENT

OFFEROR'S CHECKLIST

PROJECT: _____

PROPOSAL NO: _____

- We have acknowledged receipt of addenda issued.
- Ten (10) sealed proposals (one (1) original, nine (9) copies) and one (1) flash drive of all information requested have been provided.
- The proposal 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 proposal that would have the proposal 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 proposal:

- *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 PROPOSAL

RETURN WITH PROPOSAL

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

APPENDIX I

GEORGIA IMMIGRATION AND SECURITY FORMS

CONTRACTING DEPARTMENT

FULTON COUNTY SCHOOLS
IMMIGRATION AND SECURITY FORM

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/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

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.

CONTRACTING DEPARTMENT

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM (Page 2)

- 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 subcontractor’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: _____

CONTRACTING DEPARTMENT

CONTRACTOR AFFIDAVIT AND AGREEMENT

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.

CONTRACTING DEPARTMENT

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.

CONTRACTING DEPARTMENT

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

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.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:_____

CONTRACTING DEPARTMENT

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; and
- (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

CONTRACTING DEPARTMENT

AFFIDAVIT OF EXCEPTION (Page 2)

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:_____

CONTRACTING DEPARTMENT

APPENDIX II

OFFEROR'S EXCEPTIONS FORM

CONTRACTING DEPARTMENT

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 RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in FCS' ability to award a contract and may result in an Offeror's proposal 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 proposal may be deemed to be nonresponsive at FCS' discretion.

No.	Section #, paragraph #, title, clause	Exception Taken and Reason	Proposed Resolution of Exception	Price / Schedule Impact
1				
2				

OFFEROR: _____ (Name of Offeror) FCS RFP No. _____

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

NOTES:

- a. All cells within a row must be completed for each exception.
- b. 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 Proposal, Paragraph 5, Technical & Functional Requirements, Subparagraph 5.1.15 "integration with LMS third party systems").
- c. Exception Taken: Specify exception and reason for exception.
- d. Proposed Resolution of Exception: Provide proposed resolution of the exception taken.
- e. Price/Schedule Impact: Identify impact to schedule and price, if exception or deviation is accepted.

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

APPENDIX III

OFFEROR'S MODIFICATIONS FORM

CONTRACTING DEPARTMENT

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 RFP 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 proposal 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 proposal may be deemed to be nonresponsive at FCS' discretion.

No.	Section #, Paragraph #, title and clause	Modification Proposed and Reason	Proposed Contract Provision to be substituted	Price / Schedule Impact
1				
2				

OFFEROR: _____ (Name of Offeror) FCS RFP No. _____

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

NOTES:

- a. All cells within a row must be completed for each proposed modification.
- b. 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").
- c. Proposed Modification: Specify proposed modification to contractual term and reason for modification.
- d. 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.
- e. Price/Schedule Impact: Identify impact to schedule and price, if modification is accepted.

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

APPENDIX IV

PRICE SCHEDULES

CONTRACTING DEPARTMENT

**RFP 125-20
DIGITAL LEARNING SYSTEM
FOR
ONLINE AND BLENDED LEARNING
PRICE SCHEDULES**

Price Schedule A – Learning Management System (LMS)

ITEM NO.	DESCRIPTION	TOTAL ANNUAL COST
1.	LMS Usage for Fulton Virtual and Blended Learning Campuses	\$ _____
2.	LMS Usage for Fulton County School District	\$ _____
3.	Project Management for LMS Deployment	\$ _____
4.	Professional Development for Initial Implementation of LMS	\$ _____
5.	On-going, yearly professional development plan for LMS	\$ _____
6.	Yearly Technical Support for LMS	\$ _____
	Grand Total (Lines 1-6)	\$ _____

COMPANY NAME

CONTRACTING DEPARTMENT

**RFP 125-20
DIGITAL LEARNING SYSTEM
FOR
ONLINE AND BLENDED LEARNING
PRICE SCHEDULES**

Price Schedule B – Digital Content Courses

ITEM NO.	DESCRIPTION	TOTAL ANNUAL COST
1.	Enterprise Access (All courses in all subject areas that match Fulton Virtual Course Catalog, unlimited usage) to Digital Course Content for Fulton Virtual and Blended Learning	\$ _____
2.	Enterprise Access (all courses) to Digital Course Content for all students in Fulton County Schools for Blended Learning	\$ _____
3.	Enterprise Access (all courses) to Digital Course Content for Credit Recovery 9-12	\$ _____
4.	Access to Middle School Core Content (ELA, Math, Science, Social Studies) Digital Content Courses	\$ _____
5.	Access to High School Core Content (ELA, Math, Science, Social Studies) Digital Content Courses	\$ _____
6.	Access to World Languages (Grades 6-12) Digital Course Content	\$ _____
7.	Access to Electives (Health & Physical Education 6-12; Career, Technical, Agriculture & Engineering 6-12; Fine Arts 6-12; Humanities 6-12) Digital Content Courses	\$ _____

CONTRACTING DEPARTMENT

**RFP 125-20
DIGITAL LEARNING SYSTEM
FOR
ONLINE AND BLENDED LEARNING
PRICE SCHEDULES**

Price Schedule B – Digital Content Courses (cont’)

ITEM NO.	DESCRIPTION	TOTAL ANNUAL COST
8.	Project Management for Digital Course Content Deployment	\$ _____
9.	Professional Development for Initial Implementation of Digital Content Courses	\$ _____
10.	On-going, yearly professional development plan (For LMS and/or Digital Course Content)	\$ _____
11.	Yearly Technical and Curriculum Support for Digital Course Content	\$ _____
	Grand Total (Lines 1-11)	\$ _____

COMPANY NAME

CONTRACTING DEPARTMENT

APPENDIX V

FCS TECHNICAL REQUIREMENTS DOCUMENTS (TRD)

CONTRACTING DEPARTMENT