DATE: January 10, 2020

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: Request for Proposal No. 126-20, K-12 Reference Database

Fulton County Schools (FCS) invites you to submit a proposal furnishing any and all goods and/or services required for K-12 Reference Database.

A Pre-Proposal Conference will be held on Thursday, January 23, 2020 at 10:00 a.m. at The Administrative Center, 6201 Powers Ferry Road NW, Atlanta, Georgia 30339.

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 11, 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 to wecare@fultonschools.org. Only questions received prior to 4:00 p.m. on Tuesday, January 28, 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.


VISIT OUR WEBSITE AT www.fcspurchasingdept.org
SOLICITATION NO. 126-20

REQUEST FOR PROPOSAL

FOR

K-12 REFERENCE DATABASE

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

REQUEST FOR PROPOSAL NO. 126-20

K-12 REFERENCE DATABASE

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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 six (6) sealed proposals (one (1) original, five (5) 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 insure 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 and other matters (insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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 deliver in accordance with the contract awarded could result in the Contractor being declared in default.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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
PROPOSAL CONDITIONS

SECTION I - PREPARATION AND SUBMISSION OF PROPOSALS

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.fcs Purchasingdept.org to review the FCS Purchasing Policy and Procedures – DJE.
SECTION II – CONTRACT AWARD

1. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by FCS, or otherwise furnished, to the selected Offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this solicitation and any addenda thereto, the Offeror’s 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)
SECTION II – CONTRACT AWARD

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 claim-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.
SECTION II – CONTRACT AWARD

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

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

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

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

B. Workers’ Compensation and Employer’s Liability Insurance

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

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

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<td>Bodily Injury by Accident</td>
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<tr>
<td>Bodily Injury by Disease</td>
<td>$1,000,000 policy limit</td>
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C. Commercial General Liability Insurance

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

CONTRACTING DEPARTMENT

6201 Powers Ferry Road, Atlanta, Georgia 30339 • 470-254-8970 • www.fcspurchasingdept.org 13
SECTION II – CONTRACT AWARD

shown above, FCS requires and shall be entitled to all coverage and for higher limits maintained by the Offeror. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

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

D. Automobile Liability Insurance

The Offeror shall procure and maintain Automobile Liability Insurance with limits of liability of not less than $1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

If the Offeror does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Offeror’s personal automobile policy or the Commercial General Liability coverage required under this Contract.

E. Umbrella Liability Insurance

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

F. Professional Liability (Errors and Omissions)

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

G. Property Insurance

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

H. Primary and Non-Contributory Coverage

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

I. Health Insurance

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

J. Other Insurance Provisions

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

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

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

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

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

K. Claims-Made Policies

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

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

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

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.
PROPOSAL CONDITIONS

SECTION III – POST AWARD

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

5. TERMINATION FOR CONVENIENCE

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

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

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

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

7. NON-APPROPRIATION

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

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

8. OFFEROR’S APPLICATION FORM

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

9. PROGRESS REPORTS

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

10. INDEPENDENT CONTRACTOR STATUS

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

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

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

11. FORCE MAJEURE

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

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.
SECTION IV – OTHER

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

In its own discretion, FCS may designate Contractor as a "school official" within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other confidential information of FCS that Offeror or Offeror's subcontractors may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this 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
SECTION IV – OTHER

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

Contractor understands that FCS must comply with the SDA and Contractor shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Contractor shall: (1) provide FCS student data maintained by Contractor in electronic format unless Contractor demonstrates and FCS agrees, in FCS’ sole discretion, that the requested data maintained by Contractor cannot reasonably 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 provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide FCS with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

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

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

2. **CONTRACT PERIOD**

   The contract performance period for this contract is through June 30, 2020.

3. **OPTIONS**

   In addition to the contract performance period, there are four (4) one-year options to be exercised at the sole discretion of FCS with the same terms, conditions and pricing of the base period starting July 1st of each year.

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 K-12 Reference Database. 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. **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.

7. **OWNER’S REPRESENTATIVE**

   Supervision of and monitoring performance of the contract will be performed by FCS’ Representative, Kevin Robinson, Program Specialist, Instructional Technology/Media Services or his designee(s).

8. **SUBMITTALS**

   Offerors are responsible for submitting offers so as to reach the FCS Contracting Department office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Telephone or 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.
9. **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.

10. **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.

11. **CONFLICT OF INTEREST**

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

12. **DELIVERY REQUIREMENTS**

Delivery of services may be authorized by Purchase Orders issued by FCS.

13. **PIGGYBACK CLAUSE**

This solicitation allows for other State and Local Government Agencies to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Offeror and the third-party entity.

CONTRACTING DEPARTMENT

6201 Powers Ferry Road, Atlanta, Georgia 30339 • 470-254-8970 • www.fcs purchasingdept.org
REQUEST FOR PROPOSAL INTRODUCTION

1. PURPOSE

FCS is seeking a Contractor to provide an on-line K-12 Reference Database for K-12 reference resources. A contract will be awarded to one or more companies able to provide these services for FCS, which presently consists of fifty-nine (59) elementary schools, nineteen (19) middle schools and nineteen (19) high schools.

Offerors may submit multi-database package quotation proposals when appropriate. If submitting a multi-database package, it is a requirement that each database be listed and quoted separately.

2. BACKGROUND

FCS’ present enrollment exceeds 95,000 students in grades Pre-K through 12. The system employs over 12,000 full-time personnel; more than 6,800 of which are certified. As an educational leader in the metro area, FCS delivers quality service and support to our students, and parents. FCS is experiencing growth. New schools have been planned to include two (2) new Science, Technology, Engineering, and Mathematics (STEM) schools to open in 2021; a renovated elementary school to replace an existing school in 2021 and a new elementary school. FCS presently consists of fifty-nine (59) elementary schools, nineteen (19) middle schools and nineteen (19) high schools. Each new and replacement school will need access to a comprehensive collection of electronic reference databases. These databases should reflect core curricular content correlated to curriculum standards, Georgia Performance Standards for Mathematics and English Language Arts, with literacy competencies embedded and addressed in Science, Social Studies, and Career Technical and Agricultural Education (CTAE). The Georgia Performance Standards guide core curriculum in Science, Social Studies and CTAE. Databases should support courses offered in the world languages health, physical education, and fine arts.

3. SCOPE

Provide a virtual solution K-12 reference database for FCS. FCS invites proposals which can provide online graphical and full-text access to reference databases covering a broad range of disciplines. The product should include video, image, and audio files, reference books, encyclopedias, periodicals, non-fiction books, historical documents and primary source documents (where applicable).

Disciplines:
- Business
- Job-seeking/workforce development
- Educational resources
- Health
- History
- Literature
REQUEST FOR PROPOSAL INTRODUCTION

- Geography
- Sciences
- Current events and social issues
- Language learning
- Early literacy (Pre–K – 3rd grade)
- Countries of the world
- Technology and technological innovations
- Historical events both in America and throughout the world
- Social, political, economic issues, and scientific discoveries
- Business, management, economics, finance, banking, and accounting
- Health topics including the medical sciences, food sciences, nutrition, childcare, sports medicine, general health, and physical education
- Specialized collection of professional development articles, targeted specifically for professional educators in the K – 12 setting
- Varying opinions in a balanced of pros/cons debate. Present opposing views on a wide variety of issues
- Biographical essays on authors’ criticism and interpretation of plays, novels, their work, poetry, short stories, classic texts, plot summaries, work overviews, full text essays, literary reference works
- Art: drawing, painting, print making, photography, ceramics, sculpture, graphic design, art history, computer art, animation, anime, artists (biographies – contemporary artists, museums, cultural institution, images (student use)
- Music
REQUEST FOR PROPOSAL

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 and oral responses of each Offeror.

C. SUBMISSION OF PROPOSAL

Proposals shall be submitted in three sections: (1) price, (2) technical capability, and (3) business stability. Six (6) proposals (one (1) original and five (5) copies) 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 three (3) 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.

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 section.
G. THE PROPOSAL

SECTION I – PRICE

In this section, the contractor shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the FCS requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task. This method of pricing shall only be used when specific fixed prices cannot be identified.

SECTION II - TECHNICAL CAPABILITIES

A. METHODOLOGY

In this section, the Offeror shall describe in detail the methodology and procedure that are to be used to accomplish the FCS requirements of this RFP. This should include all planning, project coordination, field procedure, costing and valuation techniques. Provide an outline of the organization that will be employed. The organization outline should clearly describe the numbers and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel), and any other details that will aid in understanding how the job is proposed to be accomplished.

Also, this section shall include the specifics as to the equipment that will be used, the time schedule may be provided with a discussion as to why the target schedule cannot be met), and any other information that will assist in the understanding of what the offeror proposes to do and to provide.

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Offeror to provide web-based, K-12 reference resources that address the topics delineated in the scope section of this proposal, curricular support, planning and coordinating field visits for problem solving, and any other information that will assist in the understanding of what the Offeror proposed to do and to provide solving and curriculum support and any other information that will assist in the understanding of what the Offeror proposed to do and to provide.

B. CAPABILITIES

The Offeror shall:

1. Describe how the Offeror will provide and guarantee a web-based database solution for K-12 reference resources for FCS.

2. Describe accessibility via the internet regardless of the libraries’ internet connection.

   - Allow for use of referring to URLs for access via a federated search engine.
   - Compatible with a wide variety of technological platforms and internet browsers including, but not limited to, Microsoft Edge, Apple Safari, Chrome and Firefox.
- Support Windows, iOS, Android and Chrome operating systems. Offeror shall specify which versions of these operating systems the vendor’s solution support.

- Provide a consistent experience for all users via Windows, Android, and iOS.

- Describe what brands and versions of web browsers are supported across all platforms. For instance, does the product support Microsoft Edge, Firefox, Safari, Chrome, etc.? What versions of each are supported? What version of mobile platforms is supported? How long will it take to adopt new versions of web browsers as they are released?

- Describe how users will access the databases.

3. Describe if any plug-ins or software installations will be required in order to access the products.

4. Identify the minimum, and preferred technical requirements required by FCS staff and students to successfully access and interact with the Offeror’s database platform. FCS will require that all digital content run on Windows 10.

5. Provide details regarding the hardware and software requirements that students and instructional staff would need to have available in order to access the database.

6. Describe how the Offeror’s company will acknowledge receipt of all complaints within twenty-four (24) hours.

7. Describe other resources and/or services including usage statistics for students and school sites that can be made available to FCS.

8. Provide an on-line, real time demonstration of the search results for the following topics. The demonstration must include basic and advanced searching demonstrating saving, emailing, sharing and downloading files. Creating permanent URL links evidence of any on-screen progress indicators provided while searches are conducted, or files are downloaded. Highlight all features and functions of the following:

   - American Indians
   - African Americans
   - Latinos
   - Asian Americans
   - Explorers (North America)
   - Endangered Species
   - Harlem Renaissance
   - Green Energy
   - Middle East
   - Global Warming
REQUEST FOR PROPOSAL

- Impeachment Process of an American President
- American Literary Critical Analysis
- European Literature
- Drama/Plays of 20th Century
- Famous Artists and Musicians

9. Describe the average copyright age of the database resources and how often materials are added.

10. Describe the Offeror’s product line and collection listings.

11. Describe capabilities and restrictions regarding download, email, RSS and print.

12. Describe the reliability of electronic access.

13. Describe the process for user authentication without use configurations/modifications.

14. Describe accessibility on-demand via IP-based ethernet networks and via remote login from the internet. Offeror’s database shall be accessible to all staff, students and parents from desktop operating systems, Windows and Macintosh computers, and mobile (Android, iOS, Windows) devices.

15. Describe how new schools and students will have access added to the database.

16. Provide content

- Topics addressed should be relevant and have a high quality of a broad range of topics and a wide range of reading levels (K – 12).
- The database shall address the needs of all learners. Articles provided should meet the needs of learners performing at or below grade level.
- The reading level of titles included must reflect a wide range of Lexile levels, constitution below, at and above grade level Lexile bands for all grades K-12.
- The proposal shall include a high percentage of graphics and full-text articles. Provide the broadest with an array of predominately full text articles, multimedia files as available.
- Provide the most recent content available (not older than ten (10) years) and include timely database updates.

17. Provide a system that can gather and provide informative usage statistics to FCS.

The usage reports shall:

- Be in a machine-readable format (ASCII, CSV, XML and HTML) as well as PDF.
• Automatically include relevant metadata such as report title, time period covered, and entity related to the statistics in the body of the report and/or in the text of the email message that accompanies the report.
• Be available as an email attachment or embedded in an email that can easily be imported into a standard spreadsheet application.
• Include at a minimum: for periodical, encyclopedia, e-reference, newspaper, products: sessions/logins, searches, total connect time, length of time per login, retrievals per format (citation/abstract, full-text), usage per database per school location.
• Describe the ability to include additional fields that further identify the institution.
• Be able to be reported collectively and for each individual product per school. It is required that statistics be able to be gathered for the district, as well as by an individual school library. Please provide samples of statistical reports.

18. Provide unlimited simultaneous access

Access to authorized users of the products is mandatory. Access shall be granted 24 hours a day, seven (7) days a week for a total of 365 days.

19. Provide privacy policy

The Offeror shall have a privacy policy that guarantees the confidentiality of all individual users, which also includes no individual user data is used or sold.

20. Provide Coverage

The product(s) shall have a substantial percentage of full-text documents and multimedia files. It is preferred that the product(s) offered cover the most recent ten (10) years of published literature at a minimum, as appropriate.

Describe:

• How often the content is updated.
• Lag time between the publication dates of materials covered and the time in which they are represented in the files.
• Percentage of new/removed full-text titles added in the previous twelve (12) month period.

21. Search Features

The Offeror shall describe the search features relevant to the products(s) offered, addressing the following:

• Search levels, location of search boxes, searchable fields of a record.
• Location and displays of search strategy and history.
• Use of truncation or wild cards, Boolean, phrase.
• Adjacency and proximity searching, natural language recognition, search suggestions, stop lists, searching by media type, date or subject.
• Faceted searching or search limiters, searching within results, revision or reuse of previous searches within a product or imported into another product.
• Ability to search across multiple product files.

22. Provide search results displays and management

The system should be capable of displaying search results in a logical order (e.g., chronologically, most recent first; by relevance, type of material, etc.) and present the user with individual record retrieval options including citation/abstract, full-text, full-text with images and tables for on-screen display, and the ability to print, download or email single or multiple records with a choice of formats. The system should offer “read/speaker technology” to allow the user to have the record “read” to the user.

The Offeror shall describe:
• Results displays options (brief, full, by format, publication, etc.)
• Results displays for multiple hits
• Individual record display
• Default results settings
• User customization of displays
• User management of search results: bookmark, email, or save search strategy and/or results using persistent URLs, creation of citations and bibliographies, etc.
• Any additional search and display capabilities that are made available, including clustering, concept maps and other visualization tools.

23. Describe RSS feeds and social networking sites

The Offeror shall describe the system’s capabilities for pushing results to users through social networking sites and RSS feeds or syndication services.

24. Provide translation capabilities

It is preferable that the products have the capabilities to translate individual records and the search interface into languages other than English. The Offeror shall describe what translation capabilities and languages are available in their product offerings currently and planned for the future, including if read-speaker technology is implemented for languages other than English.

25. Provide citations and bibliographies

It is required that the product be capable of formatting references into recognized standard citation styles (e.g., APA, MLA) as well as exporting citation information to third party bibliographic management software. The Offeror shall describe their capabilities in this area including the editions of the standard citation styles they support.
26. Provide individual user account information

The Offeror shall describe whether once authenticated and authorized individual user accounts/profiles can be created on the Offeror’s web site. If the individual user creates an individual profile, the Offeror must provide the current privacy policy related to that account. The Offeror shall also describe any functionality that the creation of such a profile permit. The offeror shall describe how that user profile is associated with a specific school’s library.

27. Provide training and support

FCS seeks a “Train-the-Trainer” approach that creates expertise among the FCS’ media and educational technology instructors present at each school.

The Offeror shall provide:

- On-site training for approximately 100 FCS media and educational technology instructors and specified district personnel
- A comprehensive training plan with recommendations based on input with key FCS stakeholders
- Online video tutorials, accessible from within and outside the application, for self-guided instruction for users
- Appropriate support material such as documentation, user guides, frequently asked questions, quick start sheet available in PDF format for users to print, and/or download must be included
- A single point of contact for technical support for FCS
- Help desk support provided for all school-based personnel
- The ability to initiate any support requests twenty-four (24) hours a day, seven (7) days a week. Response time should be within twenty-four (24) hours of business.

28. Describe system availability

- Describe what percent of uptime is guaranteed.
- Describe and/or provide a Service Level Agreement (SLA) that includes remedies for violations.
- The Offeror shall provide direct access over the internet 24 hours a day, seven (7) days a week for a total of 365 days. It is mandatory that the system be available no less than 99% of scheduled online hours, excluding scheduled downtime. The Offeror shall not schedule regular downtime for system upgrades or maintenance during normal school hours (i.e., between 7 am and 7 pm Eastern Standard Time any day of the week).
The Offeror shall:

- Notify FCS personnel if system will not be available for periods of one hour or greater during scheduled online hours.
- Provide data on system availability during the most recent twelve (12) months, including the frequency and duration of scheduled downtimes.
- Describe the method for notifying FCS personnel and users prior to scheduled downtime, including the lead time for notification.

29. Response Time

The Offeror shall describe:

- Website capacity as it relates to expected performance and the number of concurrent users and how capacity planning is conducted to anticipate and prepare for future growth;
- The actual or projected typical user response time for all type of content delivered by their web servers; and
- Any on-screen progress indicators provided while searches are conducted, or files are downloaded. This should be present during the live demonstration.

30. Support Mobile Computing Devices

The Offeror shall describe support for mobile computing devices such as smart phones, tablets and other mobile computing devices. If such support includes an alternate “mobile” web interface, indicate which devices and/or mobile browsers are supported, and whether access from these devices is automatically redirected to the appropriate interface. If support includes mobile “apps”, specify which operating systems are supported. The Offeror shall limit use of mobile apps to those that are either free online or provided by the Offeror at no additional charge.

31. Authentication and Authorization

Describe accessibility via IP authentication from within FCS facilities and with remote passcode information for authentication from an individual’s home. Describe the performance of single sign-on authentication and password integration with Active Directory. The Lightweight Directory Access Protocol (LDAP) integration must provide a means to automatically map users’ credentials such as groups from the FCS directory with credentials in the database for permission purposes. Accounts shall be synchronized so that disabling a user in the FCS directory also makes the database system inaccessible until the user is reactivated in FCS active directory.
32. Copyright/Fair Use

The Offeror shall provide a statement regarding the copyright and fair use policy, specifically addressing user from school libraries, use of images, videos, audio files. Offeror shall also describe any constraints on viewing, downloading and/or printing for non-commercial use by authorized users other than normal copyright considerations.

The licensed materials may be used for purposes of research, education or other non-commercial use as follows, in compliance with U.S. and international copyright law and guidelines:

- Display: licensee and authorized users shall have the right to electronically display the licensed materials.
- Digitally copy: licensee and authorized users may download and digitally copy a reasonable portion of the licensed materials.
- Print copy: licensee and authorized users may print a reasonable portion of the licensed materials.
- Email copy: licensee and authorized users may email a reasonable portion of licensed materials.

33. Product Hosting

The Offeror shall describe disaster recovery procedures to preserve data.

34. Title Lists

The Offeror shall provide a complete listing of publishers included in the database.

35. Provide the following features for the database:

- Mobile App
- Ability to bookmark
- Ability to bookmark across multiple devices
- Ability to highlight text
- Ability to take notes and save in electronic book
- Ability to comply to ADA Policy
- Ability to translate to multiple languages. (list languages)
- Ability to change font size, text size, and content layout by patron. (please explain)
- Ability to generate usage statistics
- Text to speech capability
- Ability to control speed of text to speech capability
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 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 size and nature to FCS for which a project was completed within the last three (3) years. A brief description of the services provided shall accompany each reference.

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 bid 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 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

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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.
REQUEST FOR SEALED PROPOSAL

DATE: __________________________

PROPOSAL NO.: 126-20

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. 126-20, “K-12 Reference Database” 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.
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:
OFFEROR’ S CHECKLIST

PROJECT: ____________________________________________________________

PROPOSAL NO: _______________________________________________________

☐ We have acknowledged receipt of addenda issued.

☐ Six (6) sealed proposals (one (1) original, five (5) 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 accept the SPECIAL STIPULATIONS with no exceptions or proposed modifications.

☐ 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.
APPENDIX I

GEORGIA IMMIGRATION AND SECURITY FORMS
If you are providing service, performing work or delivering goods to the Fulton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/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 insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the “Act”), the Contractor MUST INITIAL the statement applicable to Contractor below:

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

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

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

3) _____ (Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
4) **(Initial here)** Contractor agrees that, if Contractor employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Contractor will secure from each sub-contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the 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:____________________
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.
(4) Contractor further agrees to and shall provide Fulton County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

<table>
<thead>
<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
<th>Date of Authorization</th>
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</table>

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
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</table>

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

<table>
<thead>
<tr>
<th>BY: Authorized Officer or Agent</th>
<th>Date</th>
</tr>
</thead>
</table>

(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
6201 Powers Ferry Road, Atlanta, Georgia 30339 • 470-254-8970 • www.fcscontractingdept.org 50
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
iii) agrees to provide me with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

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

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

BY: Printed Name

______________________________
Signature

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

______________________________
Notary Public
My Commission Expires: __________________
APPENDIX II

OFFEROR’S EXCEPTIONS FORM
OFFEROR’S EXCEPTIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the 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.

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</tbody>
</table>

OFFEROR: _____________________ (Name of Offeror)  FCS RFP No. 126-20

By: _________________________ (Signature)  Date: ______________

__________________________ (Printed name)

__________________________ (Title)

NOTES:

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

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

OFFEROR’S MODIFICATIONS FORM
OFFEROR’S MODIFICATIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the 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.

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

OFFEROR: ___________________________________ (Name of Offeror) FCS RFPNo. 126-20

By: ______________________________________ (Signature) Date: ________________

_________________________________________ (Printed name)

_________________________________________ (Title)

NOTES:

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

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

FCS TECHNICAL REQUIREMENTS
Abstract
# Requirements for Request for Proposals

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<td>26</td>
<td>APPENDIX IX: GOVERNANCE (I.E. CHANGE MGMT., VENDOR MGMT)</td>
</tr>
</tbody>
</table>

*Figure: Option A: Accessing Digital Content via Learning Tools Interoperability (Recommended)*

*Figure: Option B: Accessing Content through LDAP*
DOCUMENT OBJECTIVE

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

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

DOCUMENT ORGANIZATION

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

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

The document is organized in 3 sections; Hosting Options, Technical Requirements, and Appendix.
SECTION 7.1: HOSTING OPTIONS

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

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

Please complete all applicable hosting options and corresponding requirement questions.

OPTION 1 – VENDOR HOSTED

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Network/Infrastructure</strong></td>
<td></td>
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</tr>
<tr>
<td>7.1</td>
<td>Describe in detail the physical environment used to host the application including:</td>
<td></td>
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<tr>
<td></td>
<td>a. Hosted locations (city or cities) Must be within the Continental US.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Hardware</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Operating systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. The hosting vendor (i.e. AWS, Azure, etc.) if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Data Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>Describe and provide documentation on your capabilities to secure and segregate FCS data from any other customer including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Physical hardware separation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Data segregation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Unauthorized use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>Any data provided, entered, or derived in the application will be the property of Fulton County Schools. Describe how you will provide this data to Fulton County Schools on a minimum of a nightly basis.</td>
<td></td>
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</tr>
<tr>
<td>7.1</td>
<td>Describe how data transfers are accomplished and by what secure mechanism.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Permissions/Access/Security</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Requirements for Request for Proposals

| 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. |

### Monitoring & Performance

| 7.1.7 | Describe your processes for load testing, monitoring performance and response times on an active basis and after an incident is reported. Include, parameters / measurements of response times (end-to-end basis, only within the facility, etc.) |
| 7.1.8 | Describe your processes to analyze hardware and bandwidth capacity and the frequency that these processes are executed. |
| 7.1.9 | Describe the impact a hardware failure would have on the application, including access to redundant hardware to replace equipment in the event of failure. |
| 7.1.10 | Describe any single points of failure in your 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 your environment including:  
   a) How your facility is hardened to withstand natural disasters or local insurrections  
   b) The facility’s generator capability in case of a long-term power outage  
   c) Weather the facility has multiple physical data lines coming from multiple directions to the site  
   d) The level of data mirroring provided  
   e) Virus protection processes in place |
<table>
<thead>
<tr>
<th>Requirements for Request for Proposals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>f)</strong> Anti-hacking and attack processes in place</td>
</tr>
<tr>
<td><strong>g)</strong> The arrangements with multiple ISPs if an ISP becomes unavailable</td>
</tr>
<tr>
<td><strong>h)</strong> The arrangements with local utility providers to restore service in the event of an outage</td>
</tr>
<tr>
<td><strong>i)</strong> Provide Technology Audit Reports that show frequency and compliance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7.1.12</th>
<th>Describe your data backup processes including:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a)</strong> Backup frequency</td>
<td></td>
</tr>
<tr>
<td><strong>b)</strong> Backup processes used</td>
<td></td>
</tr>
<tr>
<td><strong>c)</strong> Backup storage location</td>
<td></td>
</tr>
<tr>
<td><strong>d)</strong> Frequency that backups are moved off site</td>
<td></td>
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<tr>
<td><strong>e)</strong> Number of versions and frequency of backups that are retained</td>
<td></td>
</tr>
<tr>
<td><strong>f)</strong> Timeframe for recovering data from a backup if required (on-site and off-site)</td>
<td></td>
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<tr>
<td><strong>g)</strong> Ability to do a point in time recovery</td>
<td></td>
</tr>
<tr>
<td><strong>h)</strong> The process for deciding if data needs to be restored and the notification/communication process, intended recipients, and escalation process.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>7.1.13</th>
<th>Describe in detail the processes and procedures that are in place in the event the primary host site becomes unavailable including the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a)</strong> Arrangements to replace the facility</td>
<td></td>
</tr>
<tr>
<td><strong>b)</strong> If the alternative site shared by multiple organizations and, if so, the facility capacity to handle a regional disaster such as a widespread flood or hurricane damage</td>
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</tr>
<tr>
<td><strong>c)</strong> Geographic proximity of the alternative site to the primary site</td>
<td></td>
</tr>
<tr>
<td><strong>d)</strong> The specific criteria used to declare a disaster situation</td>
<td></td>
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<tr>
<td><strong>e)</strong> The input FCS should the declaration</td>
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</tbody>
</table>
### Requirements for Request for Proposals

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<thead>
<tr>
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<tbody>
<tr>
<td>f)</td>
<td>The frequency of testing disaster recovery procedures and processes</td>
</tr>
<tr>
<td>g)</td>
<td>The completeness of testing (i.e. is the data completely recovered and is connectivity tested)</td>
</tr>
<tr>
<td>h)</td>
<td>In the event testing is unsuccessful, the timeframe for re-testing</td>
</tr>
<tr>
<td>7.1.14</td>
<td>List the dates and durations of any unplanned outages for more than 8 hours within the last 3 years. Include, root cause determination, process/steps taken to remediate the issue(s), and what was done to eliminate risk of re-occurrence</td>
</tr>
<tr>
<td>7.1.15</td>
<td>List the dates and durations of any unplanned outages for more than 1 hour within the last 12 months. Include, root cause determination, process/steps taken to remediate the issue(s), and what was done to eliminate the risk of re-occurrence. Lastly, include any trend / summary analysis of events and what action was taken</td>
</tr>
</tbody>
</table>

### Support, Maintenance & Services

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>7.1.16</td>
<td>Describe your hardware refresh cycle.</td>
</tr>
<tr>
<td>7.1.17</td>
<td>Describe the testing procedures in place for system and application software maintenance? Is a UAT environment available for FCS testing of new releases and/or new data processes?</td>
</tr>
<tr>
<td>7.1.18</td>
<td>Describe the change control processes used and what is tracked as a change. Include, change classifications, priorities, and corresponding definitions</td>
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</table>

### Disaster Recovery

<p>| | |</p>
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</table>
| 7.1.19 | Describe any experience with invoking your disaster recovery processes including:  
   a) The length of time the application was unavailable  
   b) Any specific issues that were encountered |
### OPTION 2 – FCS HOSTED

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y//N)</th>
<th>DETAILED VENDOR RESPONSE</th>
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<tbody>
<tr>
<td></td>
<td>Network/Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2.1</td>
<td>Describe how your application will meet the FCS hosting requirements located in Appendix III and Appendix IV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2.2</td>
<td>Describe how you will provide FCS with best practices, configuration recommendations, optimization methods, and configuration assistance with Windows Server, SQL, IIS, F5, authentication methods, and compatible browsers - that will support the application</td>
<td></td>
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<tr>
<td>7.2.3</td>
<td>Describe how you will provide FCS with best practices and recommendations for securing the application on the FCS network and reducing security risk.</td>
<td></td>
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</tr>
<tr>
<td>7.2.4</td>
<td>Describe how you will provide FCS with backup strategies in order to properly maintain data and availability in the event of data loss or a disaster.</td>
<td></td>
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</tr>
<tr>
<td>7.2.5</td>
<td>Describe the hardware and network configurations that will be necessary to support our district</td>
<td></td>
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<tr>
<td>7.2.6</td>
<td>Describe how you will provide FCS with all required software support either on-site or remotely as needed via a secure connection.</td>
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</tbody>
</table>

### OPTION 3 – VENDOR HOSTED ON PREMISES

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y//N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Network/Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Requirement</td>
<td></td>
<td></td>
</tr>
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<td>---------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>7.3.1</td>
<td>Describe how the supplied hardware will meet the FCS facility requirements in Appendix VI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3.2</td>
<td>Describe the server and storage hardware required for the application</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3.3</td>
<td>Provide elevation and rack space requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3.4</td>
<td>Describe how you will fully support and maintain all hardware, software, security, patching, upgrades, and lifecycle management for the entirety of contract including access requirements (on-site or remotely as needed via a secure connection).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 7.3.5   | Describe how you will provide all data backup protections and redundancies including:  
  a. the frequency of backup  
  b. the backup processes used  
  c. the storage location of backups  
  d. the frequency that backups are moved offsite  
  e. the number of versions and frequency of backups that are retained  
  f. the time frame for recovering data from a backup if required (on-site and off-site)  
  g. the process for deciding that data needs to be restored  
  h. Maximum amount of data loss in the event of a failure  
  i. the notification process including persons notified at FCS. |
## SECTION 2 – TECHNICAL REQUIREMENTS

### NETWORK/INFRASTRUCTURE

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1.1</td>
<td>When the application is web based, describe your support for the current browser standards listed in Appendix I. Also describe the timeline and processes for adapting compatibility to new browser versions and deprecating support for older versions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1.2</td>
<td>Verify that your application is fully compatible with the devices used by FCS as listed in Appendix V. If there are issues with supporting any device type, indicate what functionality is not available or is not fully functional.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1.3</td>
<td>Verify that your application is fully functional on all of the operating systems and versions used on the devices used by FCS as listed in Appendix II. If there are issues with supporting any operating system, indicate what functionality is not available or is not fully functional.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1.4</td>
<td>When the application has a mobile device component, describe your support for the mobile device used by FCS listed in Appendix V. Also describe the timeline and processes for adapting compatibility to new device platforms.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 7.1.5 | Describe in detail the following:  
   a) The underlying architecture of the application.  
   b) Whether the application uses FLASH and if so describe your plan to transition from FLASH  
   c) The underlying development platform used to write the application.  
   d) Any utilization of 3rd party components.  
   e) Any design features that enhance fault tolerance. | | |
### MONITORING AND PERFORMANCE

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.2.1</td>
<td>Describe how FCS can monitor application up-time and performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2.2</td>
<td>Describe how you will assist FCS with application load and stress testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2.3</td>
<td>Describe how performance metrics are collected and reported across the application landscape</td>
<td></td>
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</table>

### PERMISSIONS/ACCESS/SECURITY

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
</table>
| 7.3.1 | Describe how your application will support Active Directory integration utilizing one or more of the following methods: a. OAUTH2  
b. SAML  
c. ADFS  
d. LDAP |                |                          |
| 7.3.2 | If your application cannot support Active Directory Integration, describe how users log in and permissions are maintained |                |                          |
| 7.3.3 | Describe your ability to integrate with Active Directory group-based roles and security |                |                          |
| 7.3.4 | Describe how District roster information will map to a minimum of the following user types: |                |                          |
## Requirements for Request for Proposals

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.3.5</td>
<td>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.</td>
</tr>
<tr>
<td>7.3.6</td>
<td>Describe administrative processes that are required for user maintenance and authorization.</td>
</tr>
<tr>
<td>7.3.7</td>
<td>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.</td>
</tr>
</tbody>
</table>
| 7.3.8       | Describe the licensing model including:  
  a) Provide the process required to grant system access to various roles (i.e. principals, assistant principals, curriculum support teachers, instructional coaches, data coaches, program specialists, directors)  
  b) What is your process to address licenses that exceed the amount purchased? |
| 7.3.9       | Describe the activation model / process for licenses |
| 7.3.10      | Describe how your application will support:  
  a) Staff at multiple locations (example - teachers or administrators associated with multiple schools).  
  b) Staff with multiple roles (example a teacher who is also a grade level chair). |
| 7.3.11      | Describe how your application can control any potential conflicts between automated rostering and any manually entered rostering. |
### Requirements for Request for Proposals

#### DATA MANAGEMENT

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.3.12</td>
<td>Describe how your application can support user impersonation for problem resolution</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 7.4.1 FCS supports Project Unicorn and expects our vendors to utilize industry data interoperability standards. Describe how your application supports and utilizes industry standard interfaces including:

- **a.** IMS OneRoster for importing rosters and/or passing results including the version(s) supported and the method of interface (API or CSV)
- **b.** Ed-Fi including the version(s) supported and the areas supported (i.e. assessment results, rostering, etc.)
- **c.** IMS CASE for identifying learning standards
- **d.** IMS Learning Tools Interoperability (LTI) for content sharing including the version(s) supported
- **e.** IMS Common Cartridge (CC) and/or Thin Common Cartridge (TCC) for content sharing including the version(s) supported
- **f.** IMS QTI for assessment item import or export

#### 7.4.2 If not addressed in question 4.1 above, describe how your platform can integrate with other learning management systems and our SIS (currently eSchool Plus, future Infinite Campus). Including the following:

- **a.** How the platform passes assignment grades back to the district’s SIS.
- **b.** If applicable, learning material content
- **c.** Do additional fees apply?

#### 7.4.3 If your application does not support IMS OneRoster or Ed-Fi for rostering, describe
### Requirements for Request for Proposals

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.4.4 how your application will support a minimum nightly refresh of roster data.</td>
<td></td>
</tr>
</tbody>
</table>
| 7.4.5 Describe the usage data available including:  
a. Total time in the system  
b. Time spent per task  
c. Successful completion of task  
d. Last usage date time  
e. Rushed assignments |                                                                                                        |
| 7.4.6 Describe all data, with corresponding detail and definitions, that is needed for your application. Differentiate what is required and what is optional and the impact of not including optional data. |                                                                                                        |
| 7.4.7 Describe how your platform can integrate with other learning management systems and SIS (currently eSchool Plus, future Infinite Campus). Including the following:  
Do additional fees apply? |                                                                                                        |
| 7.4.8 Describe how the platform passes assignment grades back to the district’s SIS. |                                                                                                        |
| 7.4.8 Any data provided, entered, or derived in the application will be the property of Fulton County Schools. Describe how you will provide this data to Fulton County Schools on a minimum of a nightly basis. |                                                                                                        |
| 7.4.9 Describe data processes if services are terminated, to include:  
a. Ownership of all data to solely belong to FCS  
b. Methods of data retrieval  
c. Destruction of data after retrieval |                                                                                                        |

### REPORTING/NOTIFICATIONS

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y//N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
</table>
| 7.5.1 | Describe the reporting that is available including:  
a. Student performance reports  
b. Student growth over time  
c. Ability to disaggregate by sub groups  
d. Ad Hoc reporting  
e. Multilingual support (i.e. reports for parents in other languages) | | |
### Requirements for Request for Proposals

<table>
<thead>
<tr>
<th></th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>f.</td>
<td>Provide sample reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.5.2</td>
<td>Describe the ability to set-up alerts for teachers based on custom parameters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Support, Maintenance & Services

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.6.1</td>
<td>Describe how you will install, maintain, support, upgrade, and patch the application including production, testing and development environments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.2</td>
<td>Describe your Customer Relationship Management services including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Provide the process followed to identify an appropriate resource to act as the central point of contact for the FCS account. Define the skills, experience, and qualifications outlined for this role. Include the level of authority for decision making and approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Provide the process used to monitor, control, and manage issues. Include frequency, issue prioritization, escalation, required approvals, and communication processes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Provide your channels for contact including a process for FCS to report system bugs and product enhancement requests</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. The performance measures used to track CRM performance and customer satisfaction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.3</td>
<td>Describe your Service Level Indicators (SLI/SLA) including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Provide your Service Level Objectives for all services / activities (i.e. latency, throughput, application availability, error rate). Include SLA metrics, monitoring, reporting, and remediating processes when results deviate from metric goals.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Uptime guarantees during primary operating hours (7AM-4PM EST)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Requirements for Request for Proposals

c. Uptime guarantee after business hours, nights, weekends, and holidays
d. The maximum amount of downtime that can occur, including in the event of a disaster situation.
e. SLAs regarding response time of the application and the remediation process if the SLA is not met
f. Guaranteed response times to support issues by severity level including a clearly defined escalation process and how severity levels are determined
g. Provide the compensation and/or punitive impact options when an SLA is not met
h. The process for determining if an SLA is met
i. The arbitration process if the vendor and FCS do not agree if SLAs are met

### GOVERNANCE

<table>
<thead>
<tr>
<th>#</th>
<th>REQUIREMENTS</th>
<th>ARE MET? (Y/N)</th>
<th>DETAILED VENDOR RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.7.1</td>
<td>Describe your implementation options and estimated timeline with activities, milestones, deliverables. Include all applicable supporting information, detail, and diagrams</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.7.2</td>
<td>Provide deliverables throughout project that include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Comprehensive project plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Comprehensive training plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Process maps &amp; documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Data dictionary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Custom reports (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.7.3</td>
<td>Describe your Project Management methodology, approach, and practices. Include the following competencies/areas:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Scope Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Workplan/Time Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Risk Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Change Management</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Requirements for Request for Proposals

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>e. Issue Management</td>
<td></td>
</tr>
<tr>
<td>f. Quality Management</td>
<td></td>
</tr>
<tr>
<td>g. Knowledge Transfer</td>
<td></td>
</tr>
<tr>
<td>h. Communication Management</td>
<td></td>
</tr>
<tr>
<td>i. Testing Strategy / Plan (unit, integration, release, beta)</td>
<td></td>
</tr>
<tr>
<td>j. Training</td>
<td></td>
</tr>
<tr>
<td>Include all applicable supporting information, detail, and diagrams</td>
<td></td>
</tr>
</tbody>
</table>

#### 7.7.4 Describe the training options that will be provided with the implementation and available on an ongoing basis. Include:

- a. Types of training (i.e. general, role based, technical, etc.)
- b. Number of each type of trainings
- c. Class size limitations and restrictions
- d. Methods of training (individual, train-the-trainer, customized to FCS, etc.)
- e. Mediums for training (i.e. face-to-face, webinar, recorded face-to-face, self-paced virtual, etc.)
- f. Training Plan
- g. Soft-copy of training materials

#### 7.7.5 Describe the approach and deliverables to support an effective communication plan, including:

- a. Differentiated communication strategies based on stakeholder audience
- b. “Print ready” materials that can be shared with various stakeholders
- c. Definitions of communication venues and methods
- d. Timing, sequence, accountability and measurement

#### 7.7.6 Describe the notification process in the event of an impending change and what influence we have in determining when changes will be implemented
Requirements for Request for Proposals

SECTION 3: APPENDIX

APPENDIX I: BROWSERS

<table>
<thead>
<tr>
<th>Browser</th>
<th>Current Version</th>
<th>Legacy Version Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Google Chrome</td>
<td>77</td>
<td></td>
</tr>
<tr>
<td>Internet Explorer</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Microsoft Edge</td>
<td>44 / HTML 18</td>
<td></td>
</tr>
<tr>
<td>Mozilla Firefox</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>IOS Safari</td>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX II: OPERATING SYSTEMS SPECIFICATIONS

<table>
<thead>
<tr>
<th>Devices/Specifications</th>
<th>Dell Latitude 3190</th>
<th>iPad 6th Gen</th>
<th>iPad 5th Gen</th>
<th>Dell Latitude 3189 - windows</th>
<th>Dell Chromebook 3189</th>
<th>iPad Air2</th>
<th>Dell Latitude 3150</th>
<th>Dell Chromebook 11</th>
<th>MS Surface 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS</td>
<td>Win 10 – 64 Bit</td>
<td>iOS</td>
<td>iOS</td>
<td>Win 10 – 64 Bit</td>
<td>Google Chrome OS</td>
<td>iOS</td>
<td>Windows 10</td>
<td>Google Chrome OS</td>
<td>Windows 10</td>
</tr>
<tr>
<td>Processor</td>
<td>Intel Pentium - Quad Core</td>
<td></td>
<td>Intel® Celeron® Processor (Dual Core)</td>
<td></td>
<td></td>
<td>Intel Celeron 2955U</td>
<td></td>
<td>Intel Atom™x7-28700</td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX III: NETWORK INFRASTRUCTURE STANDARDS

FCS prefers a local hosting or premise based technical configuration that will work in the following infrastructure environment:

- Running on a Windows 2019
- Running SQL Server 2016 high availability; always-on database on Windows 2016 server at a minimum.
- Prefer Microsoft IIS Microsoft.NET application web services (Apache not support in the FCS environment)
- Full virtual support on VMware version 6.5 for all server requirements
- Active Directory/ADFS (LDAP, SAML) integrated group-based security for single sign on.

No browser plug-in requirement:

- Software package(s) shall allow the school district to provide access to it via the school district wide area network, and via the Internet
- F5 load balancers
Network Infrastructure – The current WAN infrastructure connecting all schools is composed of an AT&T MPLS network connecting all schools on a rate limited 10GB fiber network with 8 x 10GB uplinks to the district data center with a 12GB pipe to the internet. The Data Center has a virtualized infrastructure running VMware 6.0 and NSX with 10GB server uplinks and multiple 40GB backbone uplinks.

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

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

**APPENDIX IV: SERVER SPECIFICATION STANDARDS**

Our minimum standard server is a Dell model R730xd Rack Mounted 2U with:

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

**APPENDIX V: DEVICE SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Devices/Specifications</th>
<th>Dell Latitude 3190</th>
<th>iPad 6th Gen</th>
<th>iPad 5th Gen</th>
<th>Dell Latitude 3189 - windows</th>
<th>Dell Chromebook 3189</th>
<th>iPad Air 2</th>
<th>Dell Latitude 3150</th>
<th>Dell Chromebook 11</th>
<th>MS Surface 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel Pentium - Quad Core</td>
<td>Intel® Celeron® Processor (Dual Core)</td>
<td>Intel® Celeron® Processor (Dual Core)</td>
<td>Intel Celeron 2955U</td>
<td>Intel Celeron 2955U</td>
<td>Quad Core Intel Atom™x7-Z8700</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OS</td>
<td>Win 10 – 64 Bit</td>
<td>iOS</td>
<td>iOS</td>
<td>Win 10 – 64 Bit</td>
<td>Google Chrome OS</td>
<td>iOS</td>
<td>Windows 10</td>
<td>Google Chrome OS</td>
<td>Windows 10</td>
</tr>
</tbody>
</table>
## Requirements for Request for Proposals

<table>
<thead>
<tr>
<th>RAM</th>
<th>4G</th>
<th>4G</th>
<th>4GB DDR3L RAM</th>
<th>4G</th>
<th>4G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hard Drive</td>
<td>128GB Solid State Drive M2 2280 SATA3</td>
<td>64GB</td>
<td>250 GB SATA 7200 RPM</td>
<td>16G</td>
<td>64G</td>
</tr>
<tr>
<td>Display</td>
<td>11.6&quot; HD IPS 16:9 (1366 x 768) Touch with Corning® Gorilla® Glass NBT</td>
<td>Retina</td>
<td>11.6&quot; HD IPS 16:9 (1366 x 768) Touch with Corning® Gorilla® Glass NBT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ports</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dimensions</td>
<td>Height: 0.82&quot; (20.75 mm) x Width: 11.96&quot; (303.8 mm) x Depth: 8.18&quot; (207.9 mm) Weight: 3.17 lbs (1.44 kg)</td>
<td>9.7&quot;</td>
<td>Height: 0.82&quot; (20.75 mm) x Width: 11.96&quot; (303.8 mm) x Depth: 8.18&quot; (207.9 mm) Weight: 3.17 lbs (1.44 kg)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notable Features</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Camera</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### APPENDIX VI: VENDOR HOSTED ON PREMISES REQUIREMENTS

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

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

The solution will:

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

Accessing content through Active Directory integration.

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

B. Accessing Content via LDAP

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

Comment
a. The Tool Provider will have access to attributes for users from the LDAP server.
APPENDIX IX: GOVERNANCE (I.E. CHANGE MGMT., VENDOR MGMT)