Fulton County Schools
Where Students Come First

BOARD OF EDUCATION
Julia C. Bernath, President
Kimberly Dove, Vice President
Gail Dean • Linda McCain • Katie Reeves
Katha Stuart • Franchesca Warren
Mike Looney, Ed.D., Superintendent

DATE: June 10, 2022

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: **Request for Proposal No. 169-22 Outcomes Based Math Tutoring**

Fulton County Schools (FCS) invites you to submit a proposal furnishing any and all goods and/or services required for Outcomes Based Math Tutoring.

A Pre-Proposal Conference will be held on **Friday, June 17, 2022** at **10:00 a.m.** via Microsoft Teams. If the Offeror is interested in attending, please provide an email address to wecare@fultonschools.org no later than **Wednesday, June 15, 2022** by **2:30 p.m. EST** so that an invitation can be provided.

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 Thursday, June 30, 2022. Proposals must be time stamped by FCS in the manner described herein in order to be timely.**

Questions regarding the proposal process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email at wecare@fultonschools.org. **Only questions received prior to 4:00 p.m. on Monday, June 20, 2022 will be considered.**

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

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE AND PLAINLY MARKED "REQUEST FOR PROPOSAL NO. 169-22, ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF THE PROPOSAL OPENING. IF NOT SUBMITTING A PROPOSAL, "NO PROPOSAL" MUST BE INDICATED AS SUCH ALONG WITH THE SOLICITATION NUMBER ON THE OUTSIDE OF THE ENVELOPE. FOR IDENTIFICATION PURPOSES, THE CONTRACTOR'S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcspurchasingdept.org

NOTICE as to all Fulton County Schools premises: Any person entering the premises waives all civil liability against this premises' owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises. (O.C.G.A. § 51-16-3).

SOLICITATION NO. 169-22

REQUEST FOR PROPOSAL

FOR

OUTCOMES BASED MATH TUTORING

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

TABLE OF CONTENTS

FOR

REQUEST FOR PROPOSAL NO. 169-22

OUTCOMES BASED MATH TUTORING

TITLE	PAGE NO.
TABLE OF CONTENTS	3
PROPOSAL CONDITIONS	4
ADDITIONAL CONDITIONS	25
REQUEST FOR PROPOSAL INTRODUCTION	32
REQUEST FOR PROPOSAL	41
REQUEST FOR SEALED PROPOSAL FORM	47
COMMITMENT TO PERFORM	48
OFFEROR'S CHECKLIST	49
APPENDIX I – GEORGIA IMMIGRATION AND SECURITY FORMS	50
APPENDIX II – OFFEROR'S EXCEPTIONS FORM	59
APPENDIX III – OFFEROR'S MODIFICATIONS FORM	61
APPENDIX IV – COMPENSATION SCHEDULE	63
APPENDIX V - BROWERS AND OPERATING SYSTEMS SPECIFICATIONS	65
APPENDIX VI – NETWORK INFRASTRUCTURE/SERVER SPECIFICATION STANDARDS	67
APPENDIX VII – DEVICE SPECIFICATIONS	69
APPENDIX VIII – CONTACT ACCESS STANDARDS	71
APPENDIX IX – EDUCATIONAL APPLICATIONS	74

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, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Delivery of proposals shall be submitted via hand delivery or mail (i.e., commercial carrier or U.S. Postal Service) only.

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

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

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

2. REQUEST FOR PROPOSAL PROCESS:

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

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

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

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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

3. GOVERNMENTAL ENTITY

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

Fulton County School District, Georgia (hereinafter "FCS").

4. PREPARATION OF PROPOSALS

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

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

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

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

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

f. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Contractor cannot meet the required delivery date, a proposal should not be submitted. Contractors may provide alternative schedules and/or

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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.

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.

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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.

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

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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 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.

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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

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

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 and personnel information. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All bidders 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 Policy,

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

Purchasing Procedures, Operating Guidelines and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

Please go to www.fcspurchasingdept.org to review the FCS Purchasing Policy and Procedures – DJE**.**

SECTION II – CONTRACT AWARD

1. CONTRACT LETTER

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

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

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

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

C. Commercial General Liability Insurance

The Offeror shall procure and maintain Commercial General Liability Insurance in an amount not less than $1,000,000 each occurrence and $2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract applies. These are the minimum insurance coverage and limits that the Offeror shall maintain. If the Offeror maintains broader coverage or higher limits than the minimums shown above, FCS requires and shall be entitled to all coverage and for higher limits

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) (if applicable)

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. Cyber Liability Insurance

With limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in the 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, regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations

H. 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.

I. 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.

J. 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.

K. 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.

SECTION II – CONTRACT AWARD

L. 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.
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.

M. 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.

N. Subcontractors

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

O. 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.

P. Special Risk or Circumstances

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

SECTION III – POST AWARD

1. ASSIGNMENT

By the submission of this 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.

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, benefits or other costs associated with the employment of Contractor's employees under this Agreement. 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 convenient.

(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

notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Contractor shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student's data within 45 days if FCS requests deletion of data under the control of FCS.
Contractor understands that FCS must comply with the SDA and Contractor shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Contractor shall: (1) provide FCS student data maintained by Contractor in electronic format unless Contractor demonstrates and FCS agrees, in FCS' sole discretion, that the requested data maintained by Contractor cannot reasonably made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

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

(e) HOLD HARMLESS AGREEMENT. The Offeror shall Hold Harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees ("FCS Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this 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

SECTION IV – OTHER

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.

a. CONTRACT TYPE

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

2. CONTRACT PERIOD

The base contract performance period shall be as stated in the contract award letter. This contract is subject to options as stated below in Paragraph 3.

3. OPTIONS

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

4. CATEGORY OF AWARD

Award may 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 Request for Proposal for Outcomes Based Math Tutoring. 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. DELIVERY REQUIREMENTS

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

8. OWNER'S REPRESENTATIVE

Supervision of and monitoring performance of the contract will be performed by the Owner's Representative, Yasmine McKenzie, Coordinator, Innovative Curriculum & Instruction or her designee(s).

9. SUBMITTALS

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

10. WARRANTY

All warranties shall run from the date of acceptance and shall remain in place for a period of one (1) year from the acceptance date. FCS' representative or designee is responsible for inspection and acceptance of the goods. All non-conforming or defective products shall either be replaced at no cost to FCS within thirty (30) days of request by FCS or FCS shall be provided with a refund for the purchase price of the defective good. Any replacement item must be of the same or comparable make and model.

FCS is not waiving, amending or abridging any stated or implied contractual or warranty rights provided to FCS under state or federal law. Offeror warrants and agrees as follows:

i. Any goods, applications or software purchased or provided under this contract will be defect free in design, materials and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by FCS in this solicitation and shall conform to all the requirements of the solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of this RFP and as set forth in Offeror's response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by FCS.

ii. Any services purchased under this contract will be performed by the Offeror according to its best efforts for the term of the agreement. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by FCS.

iii. Offeror is fully aware of FCS' business requirements and intended uses of the applications, software, processes, services and products and warrants that such shall be fit for such intended uses.

iv. Offeror represents and warrants that all the concepts, materials, applications, products and services produced, or provided to the FCS shall be wholly original with the Offeror or that the Offeror has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Offeror represents and warrants that the

concepts, materials, applications, products and services and the FCS's use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This

express warranty shall not be waived by reason of acceptance of the goods or payment thereof by FCS

11. 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 bid 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.

12. INSPECTION

The Offeror awarded the contract shall be subject to continuous inspection by FCS to ensure compliance with all specifications and regulations of the Fulton County Board of Education.

If any inspection reveals that Offeror is not in compliance with any specification or regulation of the Fulton County Board of Education or this agreement, then Offeror must correct such deficiency as soon as practicable, but in no instance longer than thirty (30) days after receiving notice of the deficiency from FCS.

13. DEBARMENT AND SUSPENSION

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and

not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
By signing this agreement, the offeror is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

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

14. CLEAN AIR ACT AND CLEAN WATER ACT

The successful offeror agrees to comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. Contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities; and Contractor will immediately notify the Entities of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

15. ENERGY POLICY AND CONSERVATION

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

16. LABOR SURPLUS AREA FIRMS

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

17. GIFTS AND GRATUTIES

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

18. SEVERABILITY

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

19. FULFILLMENT OF ORDERS

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

distributor on the Entities debarment lists and restrict the company or any representative of the company from participating in future solicitations with the Entities' school nutrition programs.

20. 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.

21. PIGGYBACK CLAUSE

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

22. 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.

23. COVID-19

Required Precautionary Measures for COVID-19

The novel coronavirus, SARS-CoV-2 ("**COVID-19"**) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Offeror acknowledges that Offeror, its employees, agents and subcontractors (collectively, including Offeror, the "**Offeror Parties**") are at risk of exposure to COVID-19 in any public place where people are present, including without limitation while on site at the District. Offeror must comply, and ensure compliance by all Offeror Parties, with the provisions of this Section and all applicable laws, rules and regulations, including any then-effective Executive Order issued by the Georgia Governor's Office, regarding COVID-19 precautions, as well as all District policies and guidelines. Such measures shall at a minimum include implementation and compliance with the requirements of this Section.

(a) Offeror Parties shall:

(i) Screen and evaluate workers for Symptoms of COVID-19; (e.g. symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19, including without limitation at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea). Workers who exhibit symptoms of COVID-19 shall not report to work or enter the jobsite;

(ii) Post a sign at the jobsite stating that individuals who have symptoms of COVID-19 shall not enter the jobsite;

(iii) Provide Personal Protective Equipment (e.g., facemasks, protective gloves, protective clothing, protective garments, and shoe coverings) as available and appropriate to the function and location of the worker within the jobsite;

(iv) Provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;

(v) Enhance sanitation as appropriate and disinfect common surfaces regularly;

(vi) Require handwashing or sanitation at appropriate places within the jobsite;

(vii) Prohibit handshaking and unnecessary person-to-person contact; and

(viii) Require workers to wear face masks, face coverings and/or face shields at all times when the worker is inside a facility or building at the jobsite.

(b) While on site, Offeror must require and enforce Social Distancing (as hereinafter defined) among all Offeror Parties to the extent then required by law. If Social Distancing is not then required by law, Offeror must still require and enforce Social Distancing among all Offeror Parties to the extent practicable while on site, until further written notice from the District. As used herein, "**Social Distancing**" means keeping space between each person and other people. Persons practicing Social Distancing should stay at least six (6) feet from other people and avoid assembling in groups. The Social Distancing requirement does not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place or residence.

(c) For contact-tracing purposes, Offeror must record the names and telephone numbers of all Offeror Parties who are on site each day; this may be accomplished through a daily sign-in sheet or other such documentation. The daily sign-in sheets or other such documentation must be maintained by Offeror for a period of twelve months after the expiration or earlier termination of this contract, and Offeror shall provide copies of the same to the District promptly upon request. This subsection (c) shall survive the expiration or earlier termination of this agreement.

(d) All known cases of COVID-19 among Offeror Parties and all known cases of exposure to COVID-19 among Offeror Parties must be immediately reported to the District by

submitting an email to COVID19reporting@fultonschools.org, reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information

of the persons diagnosed or exposed shall not be reported to the District. Offeror will, however, take appropriate action to ensure any person diagnosed does not return to the jobsite until medically cleared to return; and each person exposed to COVID-19 does not return to the jobsite until symptom-free for at least 14 days from the last known exposure to COVID-19.

(e) The District shall have the right to suspend the work or modify protocols applicable to the work, without incurring damages for delay or other liability, due to (i) any

known cases of, or exposure to, COVID-19 among the Offeror Parties, and/or (ii) any legal requirements mandating suspension of the work or modification of protocols applicable to the work due to COVID-19.

(f) Indemnification and Waiver of Liability. **By entering into this contract, Offeror acknowledges and agrees that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering onto the jobsite, and in consideration of the benefit of this contract, all Offeror Parties voluntarily assume all risks related to exposure to COVID-19 and forever waive and release from liability, discharge, indemnify and hold harmless Fulton County Schools, Fulton County Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers (collectively, "District Parties") against all liabilities, claims, suits, and damages for illness or injury, including death, related to exposure to COVID-19. Offeror further covenants not to sue, agrees not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the District Parties as a result of any Offeror Parties or their respective contacts contracting COVID-19 or other illness, including claims for illness or injury, including death. If Offeror Parties or their respective contacts take any steps to make any claim(s) against any District Parties, Offeror shall be obligated to pay all attorneys' fees and costs incurred by the District Parties as a result of such claim(s). This Section shall survive the expiration or earlier termination of this agreement.**

1. PURPOSE

This RFP is structured as an outcomes-based contract that includes a base payment and contingent outcomes payments tied to success. Outcomes-based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment (for providing services) and contingent payments to complete stipulated outcomes.

Focusing on outcomes means the resulting contract will not detail exactly how services are provided. The contract will allow the provider the flexibility to adjust services to meet student needs better and help them achieve priority outcomes, including tailoring services to be culturally competent and meet the diverse needs of different students.

The successful Provider will form an essential partnership with the District to improve student outcomes throughout the Program and will work with the District and its cohort partners to assess the Program's functionality and progress. Ultimately, the District seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

Fulton County Schools (FCS) is soliciting a single qualified vendor to provide face to face and/or virtual tutoring services in support of high school students enrolled in Algebra I. The vendor will be used to fulfill the tutoring needs for a preselected group of high schools.

2. BACKGROUND

As the fourth largest school system in Georgia, FCS has more than 13,000 full-time employees, including more than 6,800 teachers and other certified personnel, who work in 100+ schools and 5 administrative and support buildings. During this current school year, approximately 95,000+ students attended classes in 59 elementary schools, 19 middle schools, 20 high schools (including two open campus high schools) and 7 charter organizations.

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

Fulton County Schools currently have a few schools that contract directly with a few virtual tutoring vendors. However, in anticipation of several instructional and technology projects planned and executed over the next several years, FCS is looking to select a qualified vendor to support preselected schools and their identified students in Algebra I.

The demographics for prospective student tutoring support are 9th graders who are enrolled in the Algebra I course focusing on economically disadvantaged students, English language learners, and identified as students with disabilities

3. REQUEST FOR QUALIFICATION PROCESS

A committee will review the proposals and evaluate the responses of the Offeror(s). Offeror(s) should make their best effort to describe their capabilities and expertise. The evaluation results will select one firm or individual to be selected as the vendor to provide tutoring for FCS preselected high school students in Algebra I.

4. SCOPE OF WORK

The District is excited to extend this Request for Proposals to seek a new partnership with a math tutoring provider or providers (the "Providers") for the provision of tutoring in mathematics (the "Program").

The Program aims to remedy the learning loss that has occurred due to the pandemic, prioritizing serving students of color, English language learners, students with disabilities, and students experiencing poverty. The District is open to virtual, in-person, or hybrid tutoring models and appreciates Providers with experience adapting to changing conditions (e.g., flexibility in response to potential COVID-19 disruptions to in-person learning).

The District's primary focus is on its goals and outcomes and not on how the Program is ultimately operated. As long as the Program meets the District's minimum service level requirements for sessions and Program length, the District is open to any other innovations, methodologies, or value-add components the Provider can offer.

The District is part of a collaborative Math Tutoring Pilot cohort with the Southern Education Foundation and Third Sector whereby participating districts solicit tutoring services designed around outcome-based contracting principles. The successful Provider will form an important partnership with the District to improve student outcomes throughout the Program and will work with the District and its cohort partners to assess the Program's functionality and progress. The Provider will be paid a base rate for every participating student for its tutoring services plus additional contingent payments for every student based on the outcomes students achieved and as specified in the Rate Card in this RFP. Ultimately, the District seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

a. DISTRICT GOAL. The District's overarching goal for the Program is *To rapidly improve math results for students disproportionately impacted by the pandemic or other systemic factors in Algebra I.* The District seeks a Provider to help support this goal by providing high-quality math tutoring services.

b. PROGRAM SIZE AND STUDENT POPULATION. The District seeks to serve _500__ students through the Program. Information about the likely student population is included below. The District shall determine which students are eligible for the Program but note that the makeup of the participating student population may not match the table below precisely.

Student population data	
Demographics	500 9th graders enrolled in Algebra I course, focused on students identified as economically disadvantaged, English language learners, and students with disabilities.
Include baseline performance data	NWEA MAP scores 9th-grade math

c. PROGRAM LENGTH AND REQUIREMENTS. The District will arrange for participating students to be available for tutoring sessions during the school day. The Program will run for 14 weeks.

d. MINIMUM SERVICE LEVEL FOR SESSIONS. To meet the minimum service level, the Provider must provide every participating student with a qualified math tutor for the duration of each session throughout the Program Length above.

If a student is absent for greater than 10% of scheduled sessions, the District can replace that student with another at the District's discretion. Both the old and the new student's outcomes will count to calculate Contingent Payments, but only one Base Payment applies.

e. TUTORING REQUIREMENTS SPECIFICATION SUMMARY

1) Features of both virtual and face-to-face tutoring:

   a. Staff is available and capable of coordinating with Fulton County Schools (FCS) staff to identify students' needs for tutoring services.

   b. The vendor's staff is capable of interpreting reports from:
      (1) Fastbridge
      (2) Illuminate
      (3) ALEKS
      (4) NWEA MAP
      (5) GMAS EOC

   c. Regular updates in the form of reports and meetings with school staff about students' progress will either be scheduled or provided.

   d. Vendors should offer multilingual tutors in English and the following languages:

      (1) Spanish
      (2) Korean
      (3) Chinese

2) Features specific to virtual tutoring:

   a. The virtual tutoring should be available online via the web portal, chat, video conferencing, interactive whiteboard, phone, and other defined entry points by the vendor. Face-to-face tutoring should be available during regular school hours.

   b. The vendor should also provide exam prep and videos of sample problems that students can use and replay as often as needed.

3) Administration

   a. Students must have access to archives of tutoring sessions.

   b. The preselected Fulton County high schools must have online, on-demand access to usage reports, student reports, and student archives of sessions. This information must be downloadable using a secure and automated process.

   c. Local Schools must have online, on-demand access to usage reports, student reports, and student archives of sessions. (This is for only students at their school).

d. Must be able to limit the student service usage according to FCS requirements (i.e., use only x hours or service or be allowed).

e. Meets ADA compliance & FERPA compliance.

f. PAYMENT OUTCOMES. The expected outcomes tied to payment are detailed in the Outcomes Rate Card in this RFP. The District shall administer the assessment(s) [specifically: NWEA MAP and three District math unit assessments to establish baseline and progress data for participating students and again at the end of the Program to measure outcomes. The Provider will be entitled to send a representative to observe the assessment administration, as applicable and appropriate.

g. PROCESS OUTCOMES. Along with using Payment Outcomes to evaluate program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. Through additional data collection and analysis, with the assistance of the school and District, programs can learn and continuously improve tutoring services. In addition to the payment outcomes required in the contract, Districts may partner with providers to collect additional "Process Outcomes." These metrics will be used to inform continuous improvement and will support ongoing learning and improvement. Process Outcomes may include other data that the Provider will collect or be measured by existing data and assessments that the school and District can access and share. In the contract, the District and Provider will agree to the complete list of Process Outcomes and identify which party is responsible for tracking and sharing the data and on what timeline. The following are examples of Process Outcomes:

a. Weekly student attendance (see above) ;
b. The Provider's timely reporting, communication, responsiveness, and collaboration with the District's requests;
c. Social-Emotional Learning (SEL) outcomes;
d. District surveys of students about their satisfaction with tutoring services, as and when the District chooses to do such surveys;
e. Feedback from teachers and principals about their satisfaction with tutoring services.

h. PARTNERSHIP. The District seeks to establish a collaborative partnership with the Provider(s) chosen for this Program. The District will provide student-level data to guide Program services as necessary and permitted by state and federal law. The District and Provider(s) will convene in evidence-based continuous improvement meetings no more frequently than every two weeks. To discuss Program implementation, progress on Payment and Process Outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals. Additionally, the District participates in a cohort-based Math Tutoring Pilot Program with the Southern Education Foundation and Third Sector (collectively, the

District's "Partners"). As the District's chosen tutoring provider for this work, the Provider will also participate in meetings with the District's Partners no more frequently than monthly and allow them to access Program information.

i. **STUDENT ATTENDANCE.** For sessions immediately before or after the school day or during, the District shall be responsible for ensuring student attendance at the Program sessions. If the sessions are scheduled for evenings or weekends, the Provider will be responsible for ensuring student attendance. The Provider shall report weekly to the District the student's attendance at tutoring sessions and the results of any interim assessments administered by the Provider.

j. **PARTICIPATING STUDENTS.** The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number. Students may only be removed from the Program by mutual agreement. Students may be removed because they succeed at the outcomes quickly; they may be removed for other reasons (absence, lack of engagement, etc.). Any student who receives tutoring who meets the contingent outcomes will count to calculate Contingent Payments.

k. **DISTRICT RESPONSIBILITIES.** The District is responsible for providing the conditions to enable the tutoring. This includes District responsibilities as agreed to by the District and Provider.

4) Technical Requirements

a. Any data during the engagement will be hosted and stored on the vendor's premises, and archival storage for all data should not be limited. Any data provided, entered, or derived on the hosted applications will be the property of FCS, and the ability to retrieve archived events must be provided at no additional costs.

b. All FCS data must be collected and adhere FERPA and ADA laws.

c. If using a vendor-specific platform and students are expected to have access to this tutoring platform, the platform must be OneRoster compliant. No intermediary products will be acceptable. The vendor is expected to be natively OneRoster compliant) through Classlink's SSO product.

d. Identify that you have LDAP integrated authentication and single sign-on capabilities.

e. Provide what methodology you use to accomplish the LDAP connection.

f. Provide the minimum technical requirements for hardware, operating systems, and web browsers. Also, note any additional plugins required as well.

g. Identify the minimum and preferred (as appropriate) technical requirements required by FCS staff and students to successfully access and interact with your platform. FCS does require that all digital content run on Windows 10 and or iPads.

h. Service level agreements are provided. (Please provide detail.)

i. Confirm the system is compatible with multiple browsers, including but not limited to:

(1) Microsoft Edge
(2) Chrome
(3) Safari

j. Confirm the system is device agnostic:

(1) The solution is accessible via mobile phone devices (iOS).
(2) The solution is fully functional via mobile phone devices (iOS)
(3) The solution is accessible via tablet devices (iOS).
(4) The solution is fully functional via tablet devices (iOS, Windows).

k. Confirm system provides a consistent experience for all users via Windows iOS.

l. Provide details regarding the hardware and software requirements that students and instructional staff would need to have available to access your virtual tutoring platform.

m. Identify if any virtual tutoring platform resources components require software to be loaded onto an FCS server.

n. Provides supportive data that gives data transfer statistics and bandwidth requirements for optimum application use based on proven concurrent users.

o. The vendor provides a mechanism for conserving and managing client bandwidth for high bandwidth media (video, etc.)

p. Confirm system provides rights management.

q. Confirm that the data will be fully accessible (exportable in .pdf, .txt, and .csv) to the District upon installation and throughout the agreement, preferably through an automated feed. Provide details.

r. Explain how you ensure data protection and how you accomplish your guaranteed uptime.

s. Describe what types of data center facilities are used.

t. Describe what type of security is used for the data center(s).

u. Confirm that all FCS data must be destroyed upon cancellation or completion of this contract. Explain the process for doing so.

v. Include diagrams of how you guarantee uptime and availability.

w. Confirm that the system supports a data refresh on a schedule cycle with an agreed-upon timeframe.

x. Confirm that the vendor's system supports Windows and iOS operating systems. The vendor will specify which versions of the vendor's solution support these operating systems.

y. Confirm that depending on the hosting solution, support scalable enterprise configurations such as load-balancing and clustering of application servers and database servers.

z. Confirm that the system provides the ability to maintain a log of who logged into the software and accessed the records for a particular student, including what date and time, changes made, and audit trail capabilities.

aa. Allow Fulton County Schools to configure roles and permissions to control access to student data.

bb. Provide 24x7x365 onsite security for ASP hosting or on-premises.

cc. Provide disaster recovery services for ASP hosting or on-premises,

dd. Confirm that planned scheduled maintenance and product releases allow Fulton County Schools to preview before deployment.

ee. Confirm that the system is fully accessible through a web browser and is available 24/7 outside of regularly scheduled maintenance and update windows.

ff. Describe what web browser plug-ins or client-side software is required to use your applications.

gg. Assign a primary point of contact as the technical resource to support the Fulton County Schools account. The primary technical resource shall respond to calls or emails within 24 hours to support the resolution of technical issues and troubleshoot all other problems and requests.

hh. Provide a process for Fulton County Schools to report system bugs and product enhancement requests.

ii. Describe your ongoing reporting of client satisfaction and a clear escalation path for issue resolution.

(1) Projected Costs

a. Describe your detailed pricing model for approximately 500 (e.g., usage, number of users, etc.).

b. Describe the features and services included in the base fees.

c. Describe, if any, one-time start-up fees.

d. Indicate pricing if only certain features or services were utilized (e.g., chat only).

A. OFFEROR'S RESPONSIBILITY

It shall be the responsibility of the selected Offeror to meet all requirements and guidelines set forth therein. Offerors 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 four (4) sections: (1) price, (2) technical capability, (3) business stability and (4) exceptions and modifications (if applicable). Six (6) proposals (one (1) original, five (5) copies) and one (1) flash drive shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the Offeror may choose to propose; however, the concept shall be placed within the framework of the four (4) sections.

D. BASIS OF AWARD

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

E. PREPARING THE PROPOSAL

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

F. EXECUTIVE SUMMARY

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

G. THE PROPOSAL

SECTION I – PRICE

In this section use the rate card below to outline a pricing schedule that identifies all pricing elements necessary to accomplish the goals of this RFP.

a. The dollar cost of services per participating student proposed should factor into the maximum fee (including any out-of-pocket and travel expenses) that District will be charged for the services. The price is inclusive of administration fees, with no additional add-ons.

b. The full Base Payment per participating student (50% of the total for participating students shall be paid to the Provider after one month of tutoring services have been delivered and for every student who has attended at least 80% of tutoring sessions. The remainder shall be paid after two months of tutoring services have been delivered and for every student who has attended at least 80% of tutoring sessions).

c. Payments other than the Base Payment are collectively the "Contingent Outcomes Payments."

d. The total Program fee paid shall not exceed $350,000.00. Because it is unlikely that all students will succeed fully in the outcomes below, a total eligible amount multiplied by the number of students may exceed the District Maximum.

Outcomes Rate Card		
Outcome	**Metric**	**Price**
Base Payment (Triggered by attendance)	Attendance of 100% tutoring session for 14 weeks of the 18 week program	$
Growth, beyond typical growth expected from summer school	Low: 1 RIT score increase, measured by NWEA Medium: 2 RIT score increase, measured by NWEA High: 3 RIT score increase, measured by NWEA	$
Increasing pass rates for interim - Unit 1	Student passes Unit 1 assessment for Algebra 1	$
Increasing pass rates for interim - Unit 2	Student passes Unit 2 assessment for Algebra 1	$
Increasing pass rates for interim - Unit 3	Student passes Unit 3 assessment for Algebra 1	$

SECTION II - TECHNICAL CAPABILITIES

A. METHODOLOGY

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to meet the target outcomes of the FCS requirements for this RFP. Also include any other information that will assist in the understanding of what the Offeror proposes to do and to provide.

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

1. Service Model and Population

a. Describe your proposed math tutoring services. Describe how tutoring and any other services you propose will be delivered. Describe the technology platform you use, and how is it integrated into sessions. Describe how do you schedule sessions.

b. Describe the methods you use to instruct students and improve mastery in math. Describe the curriculum you use. Explain your tutoring philosophy, and how do you align with work that is happening in the classroom. Explain how you group students. Explain the computer-based instruction element, if applicable and explain how it integrates into tutoring sessions.

c. Describe how these services and methodologies successfully support the student population we serve within this Program. [Describe how you will meet our requirements for students with disabilities, economically disadvantaged, and English language learners.] Share evidence and experience in successfully serving similar student populations.

d. Describe content alignment to state standards specifically to Algebra I course and EOC domains.

2. Dosage

a. State the frequency and length of tutoring sessions you will deliver. (Note: that we are committed to a model of high-dosage tutoring because the research about the efficacy of this approach is clear. High-dosage tutoring is currently defined as at least three tutoring sessions per week, each of which is at least 30 minutes. If you offer a model below that level, provide a robust rationale and evidence.)

3. Capacity

a. Describe your tutoring or services staff size and makeup and their typical experience and credentials. Please break out full-time and part-time staff. Provide information on how tutors are recruited, selected, and trained, including any requirements they must meet. Explain how you monitor tutor performance over time and what you do about poor performance.

4. Outcomes and Evaluation

a. Provide evidence based on your model effectiveness; describe your experience working with the student population we are serving. Describe how you monitor progress and growth? Explain how you share qualitative and quantitative progress data during the tutoring period. Explain frequency and type.

B. CAPABILITIES

1. Provide details of the Offeror's current and past experience in providing Virtual or Face-to-Face Tutoring Services to demonstrate appropriate expertise in these areas.

2. Include resumés outlining the qualification of each key staff member who will be assigned to FCS projects. The resumés shall include the individual's educational background, professional category (including certifications, licenses, etc.), and relevant work experience, including similar major project participation.

3. Describe how your virtual or face-to-face tutoring services can meet all of the requests outlined in the Scope of Work on pages 1 & 2.

4. Describe in detail why FCS should enter into an agreement with your firm. What strengths would cause an Owner to select your firm over others?

SECTION III - BUSINESS STABILITY

A. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with FCS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Offeror shall also provide a business license indicating that the Offeror can conduct business in Fulton County, Georgia. Further, Offeror shall provide documentation showing that the Offeror is properly registered to conduct business in the State of Georgia. Offeror 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 any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

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

H. EVALUATION FACTORS

NO.	FACTOR	POINTS
SECTION I	**PRICE**	**300**
SECTION II	**TECHNICAL CAPABILITIES**	**575**
Section II-A	*Methodology*	20
Section II-B	*Capabilities*	555
SECTION III	**BUSINESS STABILITY**	**25**
APPENDICES II & III	**EXCEPTIONS AND MODIFICATIONS**	**100**
TOTAL		**1000**

I. REQUEST FOR INFORMATION

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

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

REQUEST FOR SEALED PROPOSAL

DATE: _____

PROPOSAL NO.: _____

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. 169-22, Outcomes Based Math Tutoring" for the performance of subject work all dated_____, and the Addendum/Addenda _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Offeror's Checklist has been complied with, is completed, and is enclosed with this submittal.

COMMITMENT TO PERFORM AS PROPOSED

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) 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 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 bid:
  ***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 <u>BEFORE</u> SUBMITTING THE PROPOSAL

<u>RETURN WITH PROPOSAL</u>

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

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

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

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

2) In order to 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:_____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

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

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

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

(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.

_____ _____

EEV/Basic Pilot Program User Identification Number Date of Authorization

_____

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

_____ _____

Company Name / Contractor Name Date

_____ _____

BY: Signature of Authorized Officer or Agent Date

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

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

_____

Notary Public
My Commission Expires:_____

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

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

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

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

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

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

_____ _____

EEV/Basic Pilot Program User Identification Number Date of Authorization

_____

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

_____ _____

BY: Authorized Officer or Agent Date

_____

(Subcontractor Name)

_____

Title of Authorized Officer or Agent of Subcontractor

_____

Printed Name of Authorized Officer or Agent

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

_____

Notary Public
My Commission Expires:_____

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.

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

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

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

NOTES:

- 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.

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

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

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

NOTES:

- 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

COMPENSATION SCHEDULE

RFP NO. 169-22
OUTCOMES BASED MATH TUTORING
COMPENSATION SCHEDULE

PLEASE PROVIDE A BREAKDOWN OF THE COSTS ASSOCIATED WITH THE FOLLOWING CATEGORIES. INCLUDE ANY ASSOCIATED COSTS, INCLUDING THE TYPES OF PROFESSIONALS THAT WILL BE REQUIRED PER THE REQUEST FOR PROPSAL SECTION UNDER CAPABILITIES.

SEE SAMPLE FORMAT BELOW:

MATERIALS/LICENCES
*Include any costs associated with the actual product and supplementary classroom materials.

PROFESSIONAL LEARNING AND COACHING
*Include any costs associated with professional learning and ongoing coaching/support.

ONGOING CUSTOMER SUPPORT
*Include any costs associated with ongoing customer service and support

TECHNICAL REQUIREMENTS
*Include any costs associated with adherence to technical requirements

If professionals are required, please break down the cost using the format below.

POSITION TYPE/ACTIVITY	FEE/RATE	EST. NUMBER OF UNITS
1.		
2.		
3.		
4.		
5.		

APPENDIX V

BROWERS AND OPERATING SYSTEMS SPECIFICATIONS

RFP NO. 169-22
OUTCOMES BASED MATH TUTORING
BROWERS AND OPERATING SYSTEMS
SPECIFICATIONS

BROWERS

Browser	Current Version	Legacy Version Supported
Google Chrome	95	
Internet Explorer	On Windows 21H1	
Microsoft Edge	95	
IOS Safari	13	

OPERATING SYSTEMS SPECIFICATIONS

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

APPENDIX VI

NETWORK INFRASTRUCTURE/SERVER SPECIFICATION STANDARDS

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

- Running on Windows 2019 Server
- Running SQL Server 2019 high availability; always-on database on Windows 2019 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 or higher for all server requirements
- Active Directory (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 6.5 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.

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 and 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 VII

DEVICE SPECIFICATIONS

RFP NO. 169-22
OUTCOMES BASED MATH TUTORING
COMPENSATION SCHEDULE
DEVICE SPECIFICATIONS

Devices/ Specifications	Dell Latitude 3190	iPad 6th Gen	iPad 5th Gen	Dell Latitude 3189 - windows	Dell Chromebook 3189	iPad Air2	Dell Latitude 3150
Processor	Intel Pentium - Quad Core			Intel® Celeron® Processor (Dual Core)			
OS	Win 10 – 64 Bit	iOS	iOS	Win 10 – 64 Bit	Google Chrome OS	iOS	Windows 10
RAM	4G			4G			4GB DDR3L RAM
Hard Drive	128GB Solid State Drive M2 2280 SATA3	128 G	128 G	128GB Solid State Drive M2 2280 SATA3		64GB	250 GB SATA 7200 RPM
Display	11.6” HD IPS 16:9 (1366 x 768) Touch with Corning® Gorilla® Glass NBT		Retina	11.6” HD IPS 16:9 (1366 x 768) Touch with Corning® Gorilla® Glass NBT			
Ports	Ethernet- No HDMI - Yes			Ethernet- No HDMI - Yes			
Dimensions	Height: 0.82” (20.75 mm) x Width: 11.96” (303.8 mm) x Depth: 8.18” (207.9 mm) Weight: 3.17 lbs. (1.44 kg)		9.7"	Height: 0.82” (20.75 mm) x Width: 11.96” (303.8 mm) x Depth: 8.18” (207.9 mm) Weight: 3.17 lbs. (1.44 kg)			
Battery	3-Cell, 42Whr Battery			3-Cell, 42Whr Battery			
Notable Features	Touchscreen 360 hinge			Touchscreen 360 hinge	Touchscreen 360 hinge		
Camera	Front/Rear		Front/Rear	Front/Rear			

APPENDIX VIII

CONTACT 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)

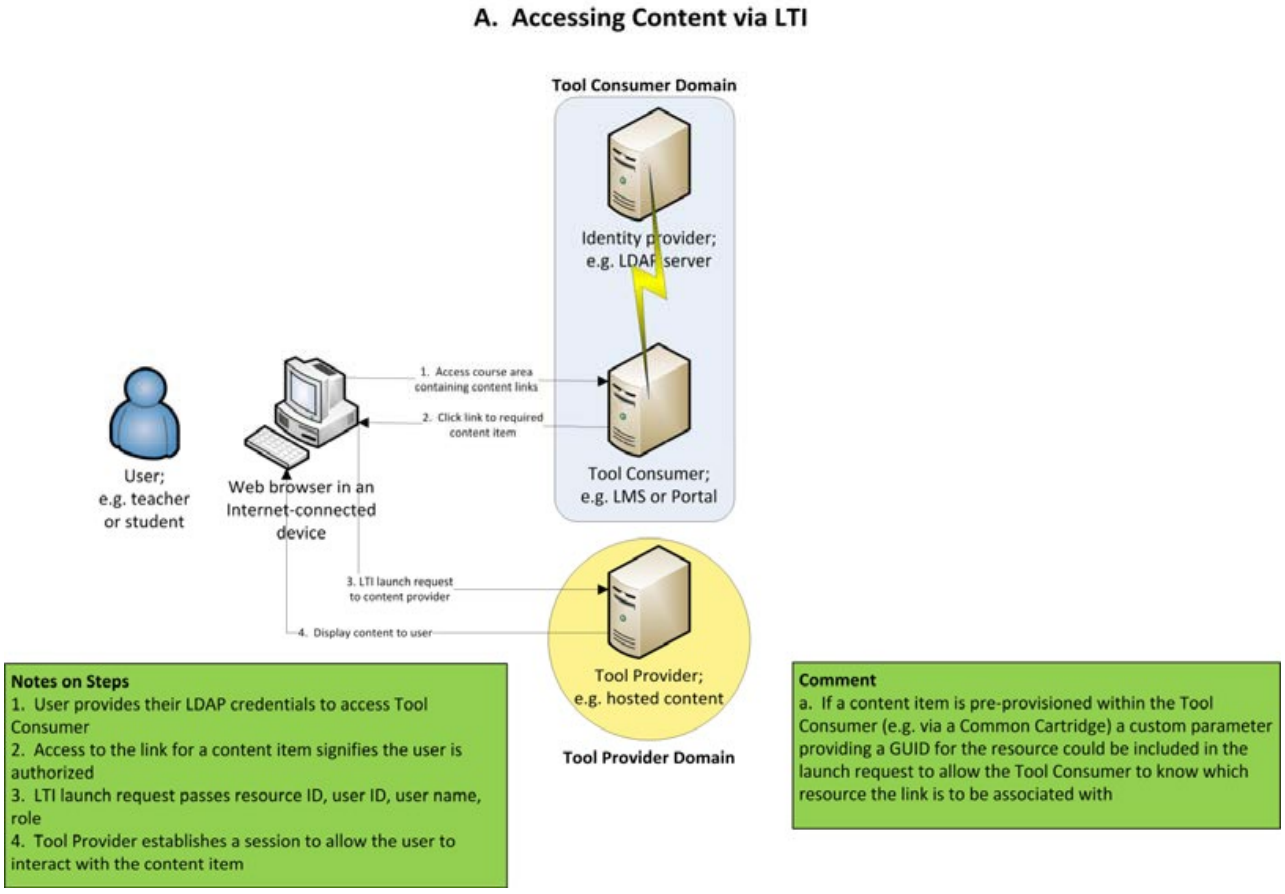
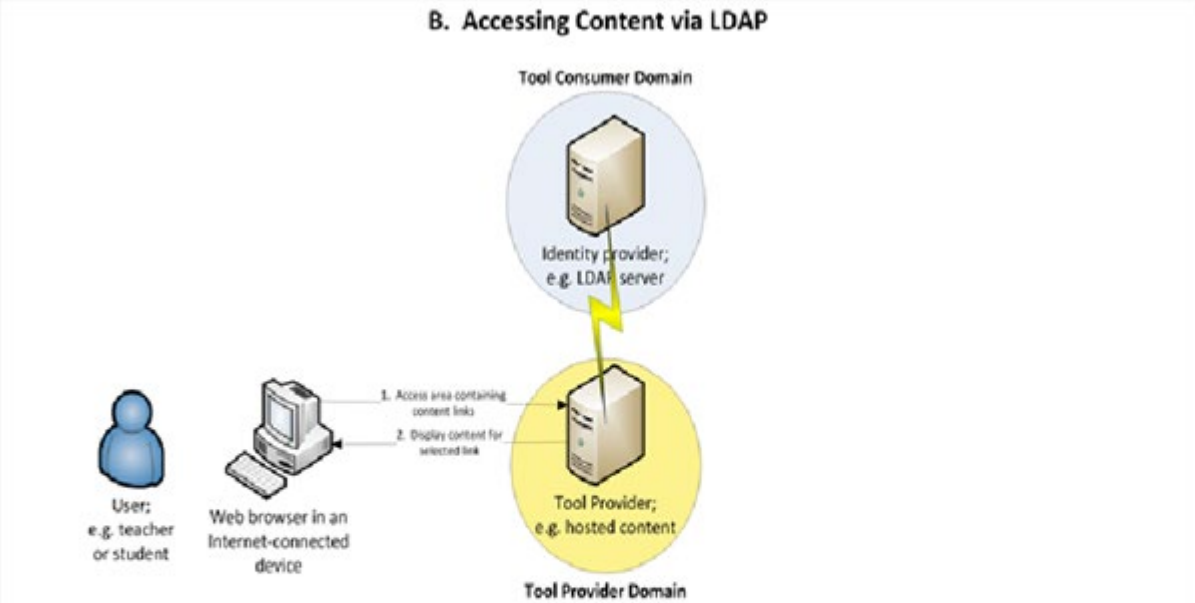


FIGURE: OPTION B: ACCESSING CONTENT THROUGH LDAP



APPENDIX IX

EDUCATIONAL APPLICATIONS

RFP NO. 169-22
OUTCOMES BASED MATH TUTORING
COMPENSATION SCHEDULE
EDUCATIONAL APPLICATIONS

Name	Grades	Type / Subject
ADOBE CREATIVE CLOUD SUITE	K – 12	Productivity
AMATROL (CTE ONLY)	9 – 12	CTE
Bedford Freeman & Worth AP Environmental Science	9-12	Science
BRAINPOP	K – 5	Educational Website
BRAINPOP JR	K – 5	Educational Website PreK – 2
BUSINESS & IT CENTER 21 (CTE ONLY)	6 – 12	CTE
CEV AGRICULTURAL & FAMILY / CONSUMER SCIENCE (CTE ONLY)	6 – 12	CTE
CODE HS (CTE ONLY)	9 – 12	CTE
COGENT EDUCATION 9 - 12 Science DESTINY	K - 12	Library Media
DISCOVERY EDUCATION	K - 12	Multimedia
EDGENUITY	6 - 12	Virtual School & Blended Learning
EDUTYPING ONLINE KEYBOARDING (CTE ONLY)	6 - 12	CTE
ESSAY SCORER (PEARSON)	6 - 12	Writing
FASTT MATH	1 - 4	Math
FINALE	6 - 12	Music
FLIPGRID	K - 12	Productivity
GALE BIOGRAPHY IN CONTEXT	6 - 12	Online database
GALE OPPOSING VIEWPOINTS	6 - 12	Online database
GALE SCIENCE IN CONTEXT	6 - 12	Online database
GALE STUDENT RESOURCES IN CONTEXT	6 - 12	Online database
GALE US HISTORY IN CONTEXT	6 - 12	Online database
GALE VIRTUAL REFERENCE LIBRARY	6 - 12	eBooks
GALE WORLD HISTORY IN CONTEXT	6 - 12	Online database
GALILEO	K - 12	Online Databases
Gallopade	K - 8	Social Studies
HEALTH CENTER 21 (CTE ONLY)	6 - 12	CTE
HMH Earth Space Dimensions	9-12	Science
HMH Environmental Science	9-12	Science
HMH Georgia Science	6-8	Science
HMH On Level Chemistry	9 - 12	Science
HOUGHTON MIFFLIN HARCOURT - SOCIOLOGY	9-12	Social Studies
HOUGHTON MIFFLIN HARCOURT - UNCOVER THE CONNECTIONS: WORLD HISTORY	9-12	Social Studies
HOUGHTON MIFFLIN HARCOURT- ECONOMICS	9-12	Social Studies
HOUGHTON MIFFLIN HARCOURT- UNITED STATES GOVERNMENT	9-12	Social Studies
IMAGINE LEARNING	K - 5	ESOL
INSIDE NG	5 - 12	Science
IREAD	K- 2	Reading
I-READY	3 - 8	Reading & Math
KNOWLEDGE MATTERS (CTE ONLY)	9 - 12	CTE
LEARN KEY (CTE ONLY)	6 - 12	CTE
LEARNING.COM	K - 5	Keyboarding
MACKINVIA	K - 12	Library Media

MATH 180	K - 12	Math
McGraw Hill Astronomy	9-12	Science
McGraw Hill Botany	9-12	Science
MCGRAW HILL DIGITAL RESOURCES	K - 12	Math & Science
McGraw Hill Physical Science	9-12	Science
McGraw Hill Science	K-5	Science
MICROSOFT OFFICE	K - 12	Productivity
National Geographic /Cengage Honors Chemistry	9-12	Science
OVERDRIVE / SORA	K - 12	eBooks
Pearson AP Chemistry	9-12	Science
Pearson Biology On Level	9-12	Science
Pearson AP Biology	9-12	Science
Pearson AP Physics	9-12	Science
Pearson Forensic Science	9-12	Science
Pearson Human Anatomy	9-12	Science
Pearson Physics	9-12	Science
PEARSON SUCCESSNET / WRITING COACH	9-12	Writing
PEARSON: GOOD HABITS GREAT READERS	9-12	Science
PEARSON: PRENTICE HALL LIT AND WRITING COACH	PK - 5	Writing
READING INVENTORY	K - 5	Reading
READ180	6 - 12	Reading & Writing
QUAVERS	2 - 12	Music
RENAISSANCE LEARNING (STAR)	6 - 12	Reading
SAFARI MONTAGE	K - 12	Learning Object Repository
SEESAW	K- 3	Online Portfolio
SMART MUSIC	K - 12	Music
SNAP & READ / CO WRITER UNIVERSAL	K - 3	Assistive Technology
STUDY ISLAND	6 – 12	Skills practice
TEEN HEALTH AND WELLNESS	K-12	Online database
THINK CENTRAL / JOURNEYS	K - 12	Reading
TOON BOOM (CTE ONLY)	6 - 12	CTE
TURNITIN	6 – 8	Plagiarism Software