



TO WHOM IT MAY CONCERN,

The Bibb County School District (BCSD) requests bids for [A Learning Management System](#). All bids should be delivered to

Bibb County School District Procurement Department  
4580 Cavalier Drive  
Macon, GA 31220

Bids will be accepted prior to [05/12/2020](#), which the procurement office will open and review.

All bids will be evaluated as described in the attached document. Bids received by mail or any other delivery method after the announced time and date for submittal, will be rejected. The time clock stamp in the Procurement Department will determine the time of receipt. **Late bids received will be noted in the bid file, and the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered.**

All vendors completing this bid should register online as well, please visit the Bibb County School District website ([www.bcsdk12.net](http://www.bcsdk12.net)), under Department, >Procurement, >Vendor Registration.

If you have any questions concerning this bid, please submit them in writing to Elaine M. Wilson, [Elaine.wilson@bcsdk12.net](mailto:Elaine.wilson@bcsdk12.net). All communication, either before or after the bid opens, related to this bid solicitation must be coordinated through the Procurement Department to Elaine Wilson, via email ONLY.

Your interest and participation in submitting a bid are appreciated.

Elaine M. Wilson  
Procurement Director



**BIBB COUNTY SCHOOL DISTRICT**  
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BIBB COUNTY SCHOOL DISTRICT  
TENTATIVE TIMELINE

RFP BID NUMBER: RFP 20-24  
RFP QUESTION DEADLINE: 05/05/2020  
RFP DUE DATE: 05/12/2020  
Due at 11 AM, EST.  
LOCATION and TIME DUE: Procurement Office  
4580 Cavalier Dr.  
Macon, GA 31220  
PRESENTED TO THE BOARD: Possibly in May 2020

### A. Background

The Bibb County School District has over 25, 000 students along with 38 sites, as well as 25 departments. We are currently seeking a qualified contractor to provide Digital Learning System for Online Blended Learning System.

### B. Invitation

The procurement office, on behalf of the Bibb County School District, would like to extend a formal offer to all-qualified contractors according to the specifications indicated within this RFP. Please review carefully all sections of the RFP, along with the Closing Date and Time. All questions pertaining to this RFP should be emailed to the Procurement Director, Elaine M. Wilson, [Elaine.wilson@bcsdk12.net](mailto:Elaine.wilson@bcsdk12.net). Please make sure you put the Bid Number (20-24) is in the subject. All questions and answers will be posted under the purchasing menu, located on the Bibb County Board of Education webpage, under vendor registry ([www.vendorregistry.com](http://www.vendorregistry.com)), under Bibb County School District.

### C. Specification(s)

#### **REQUEST FOR PROPOSAL INTRODUCTION**

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

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

#### **Minimum Requirements** - The Learning Management System shall:

- Support the hosting, delivering, managing, creating, editing and reporting of courses to support online learning program, blended learning, and credit recovery to Bibb County School District.
- Support multiple user types including but not limited to administrators, teachers, students and parents.
- Support IMS integration standards.
- Support Learning Tools Interoperability (LTI) integration standards.
- Integrate with the district's Student Information System (SIS), Infinite Campus, support automated rostering in courses and pushing grades from LMS to SIS.
- Integrate with Bibb County School District's Single Sign-on platform, ClassLink.
- Support rostering for online, credit recovery, and blended learning enrollments.



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- Integrate with Learning Object Repository (LOR), currently Safari Montage, to allow ease of adding content in the LOR to courses in LMS.
- Integrate digital content provided by vendors such as publishers and digital content created by teachers to allow ease of adding that content to courses through LTI integration.
- Integrate with Microsoft Office 365.
- Support the creating of courses within the LMS allowing for additional activities, learning objects, and the importing of Sharable Content Object Reference Model (SCORM) packages, NearPod, Illuminate Assessment Engine, USA TestPrep and SoftChalk course packages.

Authoring tools should include but are not limited to:

- Rich text formatting tools
  - Embedded external tools
  - Link to embedded files
  - Link to other pages within the course
  - Video recording tools
  - Audio recording tools
  - Video embedding
  - HTML editing tool
  - Integrate with Office 365 tools with a single sign-on
  - Integrate with other district resources through LTI, Application Program Interface (API), or other single sign-on integrations
- Support courses created by a variety of sources including courses built by BCSD along with courses purchased from outside vendors. LMS will need to import existing BCSD built courses materials located in SharePoint.
  - Support the integration of exporting course packages that will be imported to other LMSs.
  - Support courses designed to align with quality standards like Aurora Institute (formerly known as iNACOL) or Quality Matters national standards for high quality online courses.
  - Support accessible design.
  - Support a variety of student interaction such as student-content, student-teacher and student-student interactions. The tools of interaction should include but are not limited to:
    - Course Announcements
    - Notifications through Short Message Service (SMS) and email
    - Discussion Boards/Threads
    - Group Assignments
    - Peer Review
    - Feedback Engine with HTML, Rich Text, audio, video recording and editing features
  - Support adaptive release of activities in courses based on student activity/performance that incorporate “if-then”, “and”, “&” “or” functions.



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- Support the use of district wide course templates that can only be edited at the district level but will also allow teachers to add to the courses at the individual course level.
- Teachers will not be able to delete any part of the template; however, they can add to it.
- Support varied forms of assessment in courses including but not limited to:
  - Teacher-graded assignments with the ability for students to upload a variety of file types Printable Document Format, Microsoft Power Point, Microsoft Forms, Word Document, Excel,
  - Digital Audio, Digital Coding for Audio (pdf, pptx, docx, xlsx, mp3, mp4, etc.)
  - Auto-graded objective quizzes and tests
  - Whole-class discussions
  - Group discussions
  - Peer-review assignments
  - Group assignments
- Support teacher feedback with an embedded tool to record text, video, and/or audio that will be easily accessible to both teacher and student.
- Support the use of rubrics for providing feedback on assessments.
- Support and provide plagiarism monitoring tools/services such as Turnitin.
- Support the use and creation of item banks for objective assessments.
- Support the ability for teachers to build objective assessment items types that should

include but are not limited to:

- True/False
  - Multiple Choice (one or more answers)
  - Ordering
  - Short-Answer/Essay Questions
  - Fill in the Blank
  - Matching
  - Graphing
  - Equations
  - Scale
  - Numeric Response
- 
- Support the importing of assessment items in bulk in the form of Question and Test Interoperability (QTI) packages.
  - Support creating of assessment items that can accept student recording and video responses.
  - Support tagging individual assessment questions/items to standards/objectives that are being reported to a standards-based gradebook, school report, or district report.
  - Have assessments, quizzes, and test features to include the following



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### **but are not limited to:**

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

#### Last teacher log-in

- Time stamp for student submission
  - Time stamp for teacher feedback on a submission
  - Monitoring log of teacher's activity such as lesson page creation, grade changes, revisions to assessments and revisions to lesson pages
- Support real time export of data to the district's data warehouse.
- Support real time updates of enrollments and grades between LMS, Class Link and Infinite Campus.
- Support competency-based learning.





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- Support branching instructional paths within a course by the group and individual student level.
- Support flexible pacing in courses.
- Support varying start and end dates in a term.
- Support individual pacing plans with personalized due dates for students.
- Link activities, assessment items, to standards, and other identifiers.
- Support traditional gradebooks to include but is not limited to the following features:
  - View the history of gradebooks
  - Ability to enter and to edit multiple grades at once
  - Send message to students who: (i) did not submit an assignment, (ii) score less than a specified grade, (iii) score more than a specified grade
  - Pass grades (course grade and individual assessment grades) to Infinite Campus in real time
  - Lock specific assessments to prevent students from over-submission
  - Add additional retakes of assessments or assignments on an individual student basis
- Support standards-based gradebooks that include the following features:
  - Sort, filter and export by the district, schools, courses, standards, and/or student demographics
  - Identifies that a student has demonstrated mastery, competency, developing, or emerging by standards
  - Individual views for students and parents
- Support credit recovery courses that allow students to test out of content.
- Support monitoring of credit recovery enrollments by a non-certified teacher.
- Comply with the Federal Educational Rights and Privacy Act (FERPA).
- Provide a train-the-trainer model, professional development and related redelivery materials to approximately thirty (30) BCSD staff for blended learning implementation starting in June 2020.
- Provide direct professional development and related redelivery materials to approximately thirty (30) BCSD staff for credit recovery implementation starting in June 2020.
- Provide direct professional development and related redelivery materials to approximately thirty (30) CSD staff for Bibb County Virtual School Implementation starting in June 2020.
- Provide a web-based and/or phone technical support for staff and students.
- Implement a system that can support 22,000 students and is scalable to accommodate growth in student population.
- Provide a project plan that includes a schedule based on project management best practices.
- Provide a detailed timeline for implementation with a start date of July 2020.



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- Agree to the requirement of Bibb County School District that all data collected, analyzed and/or disseminated by the system remain the sole property of and for the exclusive use of Bibb County Schools District.

### **Digital Course Content**

The Offeror shall:

- Provide digital content that can be used to operate a full-time enrollment virtual school programs as well as support a district-wide middle and high schools blended learning initiative in grades 6-12 and credit recovery for grades 9-12.
- Provide a list of the digital content/online courses that would be available that are specifically designed for use in both a full-time enrollment virtual environment and blended learning instructional environment.
- Provide a list of the digital content/online courses that the Offeror has available that are specifically designed for use in credit recovery.
- Identify whether the digital content and courses are developed and owned by the Offeror.
- Provide digital content that aligns with quality standards like Aurora Institute (formerly known as iNACOL) or Quality Matters national standards for high quality online courses.
- Provide digital content that uses a variety of online learning activities and assessments including but not limited to video, audio lectures, interactive simulations, performance-based assessments, objective assessment, info-graphs, and other product design features that foster student engagement, active learning and addresses multiple learning styles.
- Provide evidence that digital content is aligned to the Georgia Standards of Excellence (GSE) for the specific Georgia courses to which these standards apply and to the Georgia Performance Standards (GPS) for the specific Georgia courses to which these apply.
- Include a brief explanation for the process to ensure that such standards are addressed in the Offeror's content. If content is not aligned to GSE and GPS, a written description on the methods the Offeror would implement to meet GSE and GPS standards.
- Provide evidence that the assessments within the digital content/courses reflect the rigor and complexity of the Georgia Standards of Excellence in English Language Arts, Mathematics, Science, and Social Studies (like the complexity of PARTNERSHIP

**FOR ASSESSMENT OF READING FOR COLLEGE AND CAREERS (PARCC) or Smarter Balance assessment).**

- Provide digital content that can be hosted in BCSD selected LMS without a loss of important functionality of content and that allows for customization in the LMS.
- Provide digital content that can be customized to BCSD' selected LMS without a loss of important functionality of content and assessments.
- Provide digital content that utilizes a variety of assessments that includes a balance both auto-graded and teacher-graded activities.
- Provide a rationale that explains how the Offeror's balance of assessments mitigate academic integrity risks.
- Provide digital content that can be used in a credit recovery program that does not require teacher graded activities.
- Provide assessment pools for auto graded assessments that are at least 300% deep.
- Provide digital content that incorporates accessible design.

#### D. Specific Requirements

The Bibb County School District is accepting RFP 20-24 documentation from potential contractors in accordance to the need of supplying a full bid package with all specified forms, and bid proposal tabulation sheet.

#### E. Evaluation

The contract, if awarded, will be awarded to the responsible bidder. Product quality, service issues and other factors stipulated above must be met to the satisfaction of the Bibb County Board of Education (Board) for a bid to be considered responsive. Moreover, the Board will award the contract to the next most qualified bidder. Consequently, if the selected bidder is unable to execute a contract and provide delivery within the time parameters specified in this RFP.

#### F. Interpretation/Addenda

If any questions arise pertaining to the RFP documents, the bidder may email the Director of Procurement, Elaine M. Wilson, [Elaine.wilson@bcsdk12.net](mailto:Elaine.wilson@bcsdk12.net). Please include the RFP number in the subject line in order to guarantee a response to the question submitted. The questions should be submitted prior to the deadline within the Tentative Timeline.

#### G. Additional Information

We have provided documentation to be reviewed for these appraisals. If you have any other questions or concerns, please notify the procurement office, utilizing the email [Elaine.wilson@bcsdk12.net](mailto:Elaine.wilson@bcsdk12.net). Please make sure you put your bid number in the subject line, and your questions will be addressed in a timely manner.

#### H. “Responsive” Bidder Criteria

- Capability of providing report as indicated
- Warranties/Guarantees
- Ability to meet specifications/bid documents as indicated
- Service and support capability
- Documented license as required by the State of Georgia
- Applicable Bond Information as needed
- Responsible Award Amount for the Bibb County School District

#### I. Cancellation/Default of Contract

In the event the successful bidder, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board will have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor at least thirty (30) days before that termination date. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

#### J. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit the Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board policy provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board will obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

#### K. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting bid proposals. Failure to do so will be at the bidder’s own risk. The bidder may withdraw a bid prior to the bid opening date and time by requesting to do so in writing.

#### L. Standards of Acceptance of Bid Proposal for Contract Award

The Board reserves the right to reject any and all bids and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation shows it is not in a position to perform the contract.

#### M. Compliance with Laws

The bidder shall obtain and maintain all license, permits, liability insurance, worker’s compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, or ordinances and rules during the performance of any contract between the Board and the bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.



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### N. Permits, Codes and Inspections

Implement All Permits and Codes that are desired.

### O. Company Background and Experience

Offeror will describe their background, relevant experiences and qualifications including, but not limited to the following:

#### 1. Company Structure

- a. The Offeror will include in the proposal the legal form of their business organization, the state in which incorporated (if a cooperation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships as they relate to this RFP.

#### 2. Experience

- a. The Offeror must include the total number of full consecutive years of experience as current business.
- b. The Offeror will provide a list of all clients for whom similar services, as detailed in this RFP, have been provided during the past three years. The list must include:
  - i. Dates of service
  - ii. Name of contact person
  - iii. Title of contact person
  - iv. Phone number of contact person
- c. The Offeror will also disclose any services terminated by the client(s) and the reason(s) for termination.
- d. 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 BCSD for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Bibb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.
- e. 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.

## P. Preparation of Proposal

Each proposal should be prepared as best as possible; however, only content related to the specifications of this project should be addressed.

### PREPARATION OF PROPOSALS

- 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. Specifications used are intended to be open and non-restrictive. Potential Offeror(s) are invited to inform the BCSD Procurement 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 BCSD Procurement Department rules that it is in the best interest of BCSD to consider.

By submitting a proposal the Contractor warrants that any goods supplied to BCSD meet or exceed specifications set forth in this solicitation. The BCSD Procurement 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.

- If any supplies, materials, and equipment are provided to BCSD 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 been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to BCSD will be deemed to have breached the contract, and appropriate action will be taken by the BCSD Procurement Department.

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

- An authorized officer of the company shall sign proposals.

- The Contractor covenants with BCSD 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.

## Q. Packaging of Proposal

The Offeror's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages— a Technical Submission and a Financial Proposal. The contents of each package will include:

- Technical Submission (do not include cost information in this package)
  - Proposal Certification (Appendices)
  - Certificate Regarding Debarment, Suspension, Ineligibility (Appendices)
  - E-Rate Certification (Appendices)
  - Vendor Affidavit (Appendices)



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- Financial Proposal
  - The Offeror must use the Financial Proposal form (Appendices)

Mark the outside of shipping package as follows:

Name of Organization:
Bib Number:
Due Date:
Point of Contact for Organization:

### R. Evaluation Process

The evaluation of proposals received on or before the due date and time will be conducted in the following phases:

- Administrative Review- the proposal will be reviewed by the issuing officer for the following administrative requirements:
  - Submitted by deadline
  - Separately sealed Technical Submission and Financial Proposal
  - All required documents have been completed and submitted
  - Technical Submission does not include information from the Financial Proposal
  - All documents requiring an original signature have been signed and are included

### S. Mandatory Review Requirements

Proposals that pass the Administrative Review will then be reviewed by the Technical Evaluation team to ensure all requirements are satisfied as requested.

### T. Proposal Evaluation

Proposals that pass the Mandatory Requirements Review will be reviewed by the Technical Evaluation team for quality and completeness. The following are the maximum possible points of each category:

Category	Possible Points
Total Project Price	400
Completeness of Proposed Solution	300
Business Stability and References	200
<b>Total Possible Points</b>	<b>900</b>

### U. Financial Proposal Evaluation

Offerors will use only the Bid Tabulation Form provided with the RFP.

### V. Identification of Apparent Successful Offeror

The resulting Financial Proposal scores will be combined with the Technical Proposal score. The Offeror with the highest combined technical and financial score will be identified as the apparent successful Offeror.



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### W. Rejection of Proposals/Cancellation of RFP

The Board reserves the right to reject any or all proposals to waive any irregularity in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Board. It is also within the right of the Board to reject proposals that do not contain all elements and information requested in this document. The Board reserves the right to cancel this RFP at any time. The Board will not be liable for any cost/losses incurred by the Offerors throughout this process.

#### ADDITIONAL INFORMATION

All bids shall be:

- Typewritten and signed by an authorized representative, with all erasures or corrections initiated and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.** Facsimile, printed, copied or typewritten signatures are not acceptable.
- Mailed or delivered in sufficient time to ensure receipt by the Procurement Director prior to the Bid Closing Time. If sent by mail or by means of personal delivery, the bidder assumes the risk for having the bid deposited.
- Time and at the place specified on the first page of this RFP.
- Late bids will be marked late and implemented in the bid file with the time of receipt.
- Bids submitted by facsimile transmission will not be accepted.
- Considered an irrevocable offer for a period of sixty (60) days from the date of Bid closing.
- Proposals shall be submitted in two separate parts— Technical Proposal and Financial Proposal.
- The Offeror must submit the Proposal Certification with original signature.
- The Offeror must submit a completed and notarized Certificate Regarding Debarment, Suspension, and Ineligibility Form.
- The Offeror must submit a completed E-Rate Certification Form.
- The Offeror must submit a complete Vendor Affidavit Form.
- The Offeror must submit a Technical Proposal detailing the proposed approach to performing all of the services requested under Section 2.0 and providing company information as detailed.
- The Offeror will submit one hard copy of the Technical Proposal with original signatures and one copy of the Financial Proposal.
- All items must be addressed and appropriately labeled to reflect the item number addressed.
- Each submission must include a thumb drive (flash drive, USB drive) of entire proposal, Technical and Financial. The thumb drive will not be returned to the vendor.

#### GOVERNMENTAL ENTITY

- The governmental entity, the owner, for whom the work will be executed is:
- Bibb County School District, Georgia (hereinafter “BCSD”).

#### TAXES

- BCSD 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 BCSD.





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### 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.

### ADDENDA

- Offeror(s) are notified that they must thoroughly examine proposal documents which include, Cover Sheet, Table of Contents, Proposal Conditions, Specifications, Request for Sealed Proposal and Offeror's Checklist, together with Addenda thereto issued prior to the receipt of proposal.
- Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated in the subsequent contract.

### BCSD NONDISCRIMINATION

The contractor, by the submission of a proposal or the acceptance of a contract, does agree that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation and training. In the event of the contractor's noncompliance with the nondiscrimination policy of the BCSD, any contract or purchase order may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible to transact further.

### UTILIZATION OF MINORITY AND SMALL BUSINESS ENTERPRISES AND LOCAL AND MINORITY LABORERS

*Minority and Small Business Subcontractors.* The Owner has adopted a policy indicating its desire to increase the opportunity for participation by minority business enterprises and small business concerns in all its construction projects. The Contractor acknowledges this policy and agrees that it will actively solicit and encourage bids from qualified subcontractors identified by the Minority Assistance Corporation or other agencies as minority business enterprises. The Contractor shall also actively encourage and solicit bids from subcontractors who qualify as small business concerns.

*Utilization of Minority and Local Labor.* It is the policy of the Owner that the contractor and all subcontractors shall, consistent with efficient contract performance, utilize to the maximum extent possible minority and local laborers and mechanics as on-site employees. The Contractor acknowledges this policy and agrees that the on-site labor force of contractors and all subcontractors shall include a meaningful representation of skilled and unskilled local and minority laborers and mechanics, consistent with the efficient performance of this contract. Meaningful representation for minorities means the employment of minority laborers and mechanics in at least the same proportion that minorities are represented in a discrete construction skill or craft in Bibb County and all adjacent counties, provided such individuals are available at the time of need. Meaningful representation of local laborers and mechanics means that at least 75% of the on-site work force of contractor and all subcontractors, taken as a whole, shall reside in the Bibb County and surrounding counties, provided such individuals are available at the time of need.



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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.

### **BCSD NON-DISCRIMINATION**

BCSD 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.

### **MINORITY AND FEMALE BUSINESS ENTERPRISES**

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

### **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.

### **CERTIFICATE OF NONCOLLUSION**

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."

### **IMMIGRATION REFORM AND CONTROL ACT**

Offerors must abide by all federally mandated laws enforced by United States Department of Homeland Security which are established 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.

### **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.

### **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 BCSD for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

### **RIGHTS AND REMEDIES**

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

## INSURANCE

### ➤ **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 BCSD and BCSD'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) 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.

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 BCSD, 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.

BCSD 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 BCSD. 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 BCSD is a material term of the solicitation and the Offeror agrees to provide any endorsements to any insurance policies reflecting BCSD status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Offeror being determined to be not responsive. Certificates of Insurance indicating that such coverage is in force shall be filed under this Contract by the Offeror to BCSD Contracting Department. Further, if the Offeror fails to procure any of the requested insurance required under this solicitation, or make the Bibb County School District an Additional Insured under the applicable policies, then the Offeror will be determined to be not responsive.



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### **I. 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.

### **II. 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

#### 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, BCSD 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 BCSD. 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.

### **III. 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.

### **IV. 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.



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### **V. Professional Liability (Errors and Omissions)**

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

### **VI. Property Insurance**

Offeror assumes sole responsibility for loss or damage to its property and hereby releases BCSD and BCSD'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.

### **VII. Contract work.**

Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Contract work. 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. A copy of the claims reporting requirements must be submitted to BCSD for review, if/when requested. Certificates of Insurance and Verification of Insurance Coverage Offeror shall furnish BCSD with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by BCSD Procurement 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. BCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### **VIII. Subcontractors**

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

### **IX. 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.

### **X. Special Risk or Circumstances**

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

**XI. Cyber Insurance**

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

➤ **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 BCSD 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 BCSD data, including student data, personnel information including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of BCSD data, including student data, personnel information. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All Offerors shall include a notarized affidavit stating with specificity any "trade secret" as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 et. seq.), specifically O.C.G.A. § 50-18-72(a)(34). Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Bibb County, or in the U.S. District Court, Central Division, Bibb County.

➤ **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 BCSD, 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 BCSD's reasonable attorney's fee and expenses of litigation for any protest arising out of this solicitation in which BCSD is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

➤ **PURCHASING POLICY**

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



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Please go to <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cb02c1e8-85cd-469b-bbec-b39f7503dbeb> to review the BCSD Purchasing Policy and Procedures – DJED.

### ➤ **CONTRACT LETTER**

The contract award letter or establishing purchase order prepared and mailed by BCSD, 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 Procurement Director all terms and conditions of BCSD documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

A contract will be awarded to the responsible Offeror whose proposal is determined to be the most advantageous and is of best value to BCSD. Proposals will be evaluated on a combination of factors (see the RFP portion of this solicitation for weighted evaluation factors). It is within BCSD's sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within BCSD's sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within BCSD's 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 BCSD has in relation to its solicitation process.

### ➤ **CONFLICTS IN TERMS AND CONDITIONS**

In a conflict between terms and conditions in any document that will be part of the contract, BCSD terms and conditions shall govern. BCSD shall be given not less than forty-five (45) days' prior written notice of the cancellation or material change of any insurance required by the Contract documents. 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.

### ➤ **INDEPENDENT CONTRACTOR STATUS**

Contractor agrees that it is an independent contractor and BCSD is not responsible for the payment of any salaries, taxes, health insurance, benefits or other costs associated with the provision or workers by Contractor employees under this Agreement. BCSD is not responsible or liable for the hiring, termination, or discipline of Contractor's employees. All workers utilized by Contractor to perform work for BCSD ("assigned workers") are intended



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by the parties to be the common law employees of Contractor and not of BCSD. As such, Contractor is responsible for: (a) providing workers' compensation and general liability insurance coverage with respect to the assigned workers, (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act ("ACA"); and (d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Contractor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers' compensation acts, social security acts, the ACA and other such legislation; and Contractor shall fully indemnify BCSD for any failure by Contractor to comply with such laws. BCSD 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, BCSD reserves the right to require the Contractor to remove promptly any of Contractor's employees from BCSD' premises pending the resolution of the employee misconduct. Contractor agrees to promptly comply with any such request from BCSD and to cooperate in any investigation with BCSD. The failure to cooperate with BCSD may result in the termination of the agreement or non-renewal of any agreement with the Contractor, which will be determined by BCSD' sole discretion.

### ➤ **FORCE MAJEURE**

Neither BCSD 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.

### ➤ **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 BCSD, or requires BCSD to expend funds for purposes other than educational purposes, or constitutes a waiver of BCSD' sovereign immunity, or constitutes an illegal gratuity, or requires BCSD' indemnification of Offeror is null and void.

### ➤ **CONFIDENTIALITY, PRIVACY AND SECURITY.**

The Offeror's employees, agents and subcontractors may have access to or become aware of BCSD' confidential information including without limitation BCSD's strategic plans, employee data, student data and other such information of BCSD (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 BCSD. Offeror must maintain the highest levels of security in order to preserve and protect the confidentiality of BCSD's data and to protect and prevent unauthorized disclosure and use of student and personnel information. 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





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applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all BCSD 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 BCSD written permission.

In its own discretion, BCSD may designate Contractor as a "school official" within the meaning of FERPA, if BCSD determines that the services contemplated herein are functions that would normally be provided by BCSD and if BCSD determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of BCSD 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 BCSD 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 BCSD 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 BCSD is and will remain the property of BCSD to the extent that it was the property of BCSD at the time it was provided to the Offeror. All Confidential Information and all other BCSD data and information shall be returned to BCSD 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 BCSD, 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 BCSD 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.



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➤ **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 BCSD requests deletion of data under the control of BCSD. Contractor understands that BCSD must comply with the SDA and Contractor shall assist BCSD in complying with the SDA. Within 10 days of a request by BCSD,

➤ **Contractor shall:**

- (1) provide BCSD student data maintained by Contractor in electronic format unless Contractor demonstrates and BCSD agrees, in BCSD's sole discretion, that the requested data maintained by Contractor cannot reasonably be made available to BCSD; and
- (2) correct inaccuracies contained in the student data and confirm the correction to BCSD. OPEN RECORDS ACT. Offeror acknowledges and agrees that BCSD is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide BCSD 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 BCSD 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.

➤ **HOLD HARMLESS AGREEMENT.**

The Offeror shall Hold Harmless and indemnify BCSD, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees ("BCSD 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;



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(e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible;

(f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror;

(g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and

(h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a BCSD Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the BCSD Indemnities.

### ➤ **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, et seq. as amended and Georgia Department of Labor Rule 300-10-1, et seq. is a condition for the contract proposal and any contract award. Contractor is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Contractor's proposal. Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix I) with your proposal shall result in your proposal being declared non-responsive. If a Contractor claims one or more of the documents is inapplicable then the Contractor shall mark the form "Not Applicable" and submit it with their proposal. BCSD reserves the right to request additional information from the Contractor to substantiate information provided to BCSD. 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.

### ➤ **COMMUNICATION WITH BCSD 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.



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### ➤ **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 BCSD and the name of any BCSD 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 BCSD employees.

### ➤ **PIGGYBACK CLAUSE**

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

### ➤ **CRIMINAL HISTORY BACKGROUND CHECKS**

Contractors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal history background checks are performed on all employees assigned to perform services under the contract. The Contractor shall be notified in writing of BCSD' intent to award a contract, and shall proceed at that time, to coordinate the criminal history background checks with the Bibb County School District, HR Department, (478) 779-8711. If the criminal history summary report reveals any felony convictions or no final disposition for a charge, the BCSD Department of Safety & Security shall determine if the Contractor's employee is eligible/ineligible to perform services in BCSD. Contractors shall not employ for the services of BCSD, any person who does not pass the criminal history summary background check, as determined by the BCSD Department of Safety & Security. The Contractor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check, and be deemed eligible to perform services for BCSD, as determined by the BCSD Department of Safety & Security. This shall be done prior to the employee starting work.

**APPENDIX I**


**Bid Tabulation Form & Acknowledgement  
DIGITAL LEARNING SYSTEM**

**FOR**

**ONLINE AND BLENDED LEARNING**

**Price Schedule A – Learning Management System (LMS)**

Item I	Description	Total Annual Fee
<b>Line I</b>	<b>LMS Usage for Bibb Virtual and Blended Learning Campuses</b>	
<b>Line II</b>	<b>LMS Usage for Bibb County School District</b>	
<b>Line III</b>	<b>Project Management for LMS Deployment</b>	
<b>Line IV</b>	<b>Professional Development for Initial Implementation of LMS</b>	
<b>Line V</b>	<b>On-going, yearly professional development plan for LMS</b>	
<b>Line VI</b>	<b>Yearly Technical Support for LMS</b>	
<b>Final</b>	<b>Grand Total For Entire Project</b>	

  
**BIBB COUNTY SCHOOL DISTRICT**  
**APPENDIX II**

**Offeror Affirmation Form**

Company Name: \_\_\_\_\_

RFP Name: \_\_\_\_\_

RFP Number: \_\_\_\_\_

After careful examination of the solicitation document in its entirety, \_\_\_\_\_ and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

For Consideration of this proposal, the undersigned hereby affirms that:

1. He/She is a duly authorized official of the Offeror.
2. NO changes were made to the original RFP document,
3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document.
4. The Offeror will accept any awards made to it as a result of the proposal submitted here in for a minimum of one hundred and twenty (120) days following the date of submission.
5. The Offeror will accept the terms and conditions set forth in the contract template attached here.

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the assigned procurement professional within five (5) days of the request, a certification of insurance indicating the coverage specified within this solicitation.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, constructed, and give effect in all respects according to the laws of the State of Georgia.

Nondiscrimination in Employment: We, the supplier of goods, materials, equipment and services covered by this bid or contract, have not discriminated in the employment, in any way, against any person or person, or refused to continue the employment of any person or persons on account of their race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Respectfully Submitted,

\_\_\_\_\_  
Company Name

\_\_\_\_\_

Authorized Official Name

\_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_


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

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

E-mail Address: \_\_\_\_\_

The legal name of the bidder is \_\_\_\_\_

PLEASE PRINT OR TYPE RESPONSE

  
BIBB COUNTY SCHOOL DISTRICT  
**APPENDIX III**

**Non-Collusion Affidavit**

**(Form must be completed and returned with bid.)**

Bibb County Board of Education, Macon, GA 31201

I state that I am \_\_\_\_\_ of \_\_\_\_\_

Title

Name of Company

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and I state that this bid is made in good faith.

I state that:

1. The price(s) and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder; neither the approximate price(s) have been disclosed nor will they be disclosed before bid opening to any other contractor, bidder or potential bidder.
  
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.

\_\_\_\_\_, its affiliates, subsidiaries, officers,

Name of Company

Directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Bibb County Board of Education of the true facts relating to submission of bids for this contract.

\_\_\_\_\_

Name/Date

\_\_\_\_\_

Title or Position

\_\_\_\_\_

Signature



BIBB COUNTY SCHOOL DISTRICT  
**APPENDIX IV**

**Offeror's Checklist**

PROPOSAL NO.: \_\_\_\_\_

- All copies as indicated in this RFP
- 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.
- All forms
- E-verify Affidavit

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
SIGNATURE OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
DATE


\_\_\_\_\_  
COMPANY FEDERAL ID NUMBER

\_\_\_\_\_  
COMPANY E-MAIL ADDRESS

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL

RETURN WITH PROPOSAL





BIBB COUNTY SCHOOL DISTRICT  
**APPENDIX V**

**Certificate Regarding Debarment, Suspension, Ineligibility  
(Form must be completed and returned with bid.)**

The Bibb County School District is a recipient of Federal monies. As such, we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

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Organization Name

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Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s) Date

  
BIBB COUNTY SCHOOL DISTRICT  
**APPENDIX VI**

**Vendor Affidavit under O.C.G.A § 13-10-91(b) (1)**

By executing this affidavit, the undersigned Vendor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Bibb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Vendor will continue to use the federal work authorization program throughout the contract period and the undersigned Vendor will contract for services in satisfaction of such contract only with sub Vendors who present an affidavit to the Vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

---

Federal Work Authorization User Identification Number	Date of Authorization
_____	( _____ )
Name of Vendor	Name of Project

Bibb County School District

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_