



## Vision

We strive to cultivate an educational foundation that empowers students to realize their full potential, thrive as productive global citizens, ignite positive change, and create a more just and equitable world.

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**DATE: DECEMBER 4, 2023**

**TO: ALL OFFERORS**

**FROM: LONITA BROOME - Chief Financial Officer**

**RE: Request for Proposal No. 24-008 Algebra I Mathematics Virtual Tutoring**

City Schools of Decatur (CSD) invites you to submit a proposal furnishing all goods and/or services required for Algebra I Mathematics Virtual Tutoring.

Sealed Proposals will be received subject to the attached terms specified in “Proposal Conditions”, at the office of the CSD Purchasing Department, The Elizabeth Wilson Center, 125 Electric Avenue, Decatur GA 30030. Proposals will be received up to 4:00 p.m. local time (as per the Purchasing Department time clock) on Thursday, December 21, 2023. Proposals must be time stamped by CSD in the manner described herein in order to be timely.

Questions regarding the proposal process should be directed in writing to the Purchasing Department via email at [csdpurchasing@csdecatur.net](mailto:csdpurchasing@csdecatur.net). Only questions received prior to 4:00 p.m. on Friday, December 15, 2023 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. 24-008, 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**

**SOLICITATION NO. 24-008**

**REQUEST FOR PROPOSAL**

**FOR**

**ALGEBRA I MATHEMATICS VIRTUAL TUTORING**

**CITY SCHOOLS OF DECATUR - PURCHASING DEPARTMENT  
ELIZABETH WILSON CENTER  
125 ELECTRIC AVENUE  
DECATUR, GEORGIA 30030**

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FOR  
REQUEST FOR PROPOSAL NO. 24-008  
ALGEBRA 1 MATHEMATICS**

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## **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 five (5) sealed proposals (one (1) original, four (4) copies) and one (1) Flash drive to the office of the CSD Purchasing Department, 125 Electric Avenue, Decatur GA 30030. 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 CSD Purchasing Department will not be considered. It is the Offeror's responsibility to ensure that their proposals are submitted in a timely manner.
- d. CSD reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of CSD 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. An evaluation committee will evaluate the proposal submitted by the Offeror. 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 may be done after the

initial evaluation. The results of the evaluation may be reviewed, and a “competitive range” may 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 CSD.

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 CSD. This selection may then be presented to the City Schools of Decatur Board for approval. If approved by the Board and other matters (Insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.

### **3. GOVERNMENTAL ENTITY**

- a. The governmental entity, the owner, for whom the work will be executed, is City Schools of Decatur School District, Georgia (hereinafter “CSD”).

### **4. PREPARATION OF PROPOSALS**

- a. Specifications used are intended to be open and non-restrictive. Potential Offeror(s) are invited to inform the CSD Purchasing 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 CSD Purchasing Department rules that it is in the best interest of CSD to consider.
- b. By submitting a proposal, the Contractor warrants that any goods supplied to CSD meet or exceed specifications set forth in this solicitation.
- c. The CSD Purchasing 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.

- d. If any supplies, materials, and equipment are provided to CSD 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 CSD will be deemed to have breached the contract, and appropriate action will be taken by the CSD Purchasing Department.
- e. 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.
- f. An authorized officer of the company shall sign proposals.
- g. The Contractor covenants with CSD 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 CSD mailing list.

## **6. TAXES**

CSD is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals. However, in the event state or federal law for the services or products outlined in

this proposal requires taxes, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by CSD.

## **7. CHARGES AND EXTRAS**

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

## **8. ADDENDA**

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

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

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 to the Purchasing Department for interpretation via email at [csdpurchasing@csdecatur.net](mailto:csdpurchasing@csdecatur.net).

## **9. WITHDRAWAL OF PROPOSALS**

A proposal cannot be withdrawn after it is delivered to CSD, 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, CSD Purchasing Department, at its sole discretion, will permit withdrawal only when the best interest of CSD would be served. If withdrawal is allowed, CSD reserves the right to determine that the Contractor is chronically not responsible.

## **10. ADDITIONAL TERMS NOT BINDING**

CSD 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, CSD's purchase order related to this solicitation or contract.

CSD encourages the submission of value-added recommendations by Offeror but discourages the submission of terms, which negate or conflict with the terms and conditions of this solicitation (See Section 11 below). If Offeror has additional terms and conditions, including but not limited to supplemental contracts or purchase orders, that Offeror is proposing, then Offeror must provide a list of the documents and a copy of each document in the listed order, with the Offeror's initial RFP response. Additional documents proposed by Offeror may not incorporate other documents by reference - all documents Offeror

Proposals CSD 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 CSD.

## **11. EXCEPTIONS AND PROPOSED CONTRACT MODIFICATIONS**

The terms and conditions contained in this solicitation comprise the contract terms and conditions proposed by CSD. CSD 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 that materially differ from the RFP terms and are likely to, in the opinion of CSD, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in CSD's ability to award a contract and may also result in an Offeror's proposal being deemed to be non-responsive.

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 D attached. Similarly, if Offeror must propose modifications to the solicitation's contractual terms, then Offeror must use Appendix E 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 E. 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 CSD. Offerors are cautioned to limit exceptions and proposed contracts 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 CSD and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract modifications. Exceptions and modifications that grant the Offeror an impermissible competitive advantage as determined by CSD in its sole discretion will be rejected.

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

No exception or proposed contract modification shall be binding on CSD unless specifically accepted by CSD in writing and acknowledged by CSD 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 CSD 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 CSD 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 DeKalb County, or in the U.S. District Court, Northern District, and Atlanta Division.

### **13. PROTESTS**

Protests dealing with the specification or the solicitation shall be filed not later than three

(3) Working days prior to the 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 CSD, 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 Purchasing Department. Protests that are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for CSD reasonable attorney's fee and expenses of litigation for any protest arising out of this solicitation in which CSD is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

### **14. PURCHASING POLICY AND OPERATING GUIDELINES – RFP**

The CSD Purchasing Policy DJE is 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 CSD Purchasing Policy DJE on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

## **ADDITIONAL CONDITIONS**

### **CONTRACT AWARD**

#### **1. CONTRACT LETTER**

The contract award letter or establishing purchase order prepared and mailed by CSD, 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 addendum 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 Purchasing Department all terms and conditions of CSD 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 CSD. Proposals will be evaluated on a combination of factors (see the RFP portion of this solicitation for scoring of proposals Figure F). It is within CSD's sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within CSD's sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within CSD's sole discretion to terminate this agreement 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 CSD 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, CSD 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 CSD and CSD'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 the Offeror, by any subcontractor or any tier directly employed or retained by, performs such services and work.

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

- 1) 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 CSD, and for three (3) years thereafter. Any 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) CSD shall be covered as an Additional Insured under all insurance required by the Contract documents excluding Workers' Compensation & Employers Liability Insurance, and Professional Liability. The Workers' Compensation & Employers Liability Insurance policy shall contain a waiver of subrogation in favor of CSD. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on 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 CSD is a material term of the solicitation, and the Offeror agrees to provide any endorsements to any insurance policies reflecting CSD 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. The Offeror to CSD Purchasing Department shall file certificates of Insurance indicating that such coverage is in force under this Contract. Further, if the Offeror fails to procure any of the requested insurance required under this solicitation or make the City Schools of Decatur School District an Additional Insured under the applicable policies, then the Offeror will be determined to be not responsive.
- 3) CSD 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.

- 5) Any 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 canceled for any reason, CSD 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 CSD 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 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 City Schools of Decatur 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, CSD 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 CSD.

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 \$1,000,000.

**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 \$1,000,000 per occurrence or claim / \$1,000,000 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 \$1,000,000 per occurrence or claim, \$1,000,000 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 in 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 CSD and CSD'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 all claim(s), the Offeror's insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by CSD 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 CSD.
2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making CSD and CSD'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 CSD, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.
4. The Offeror to CSD shall file certificates of Insurance showing that such coverage is in force under this Contract to: Purchasing Dept., 125 Electric Avenue, Decatur, GA 30030. Certificates must include RFP, RFQ, or Contract number and Project name.

**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 CSD for review, if/when requested.

**M. Certificates of Insurance and Verification of Insurance Coverage**

Offeror shall furnish CSD with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by CSD Purchasing Department 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. CSD 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 it is covered by insurance.

**P. Special Risk or Circumstances**

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

## **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 CSD Purchasing 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 CSD 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 the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, purchase order 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, CSD 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 give 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 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 Purchasing Department, the offeror shall immediately remove the property without expense to CSD and replace all rejected property with such property or services conforming to the specifications or samples.

Notwithstanding the foregoing, CSD reserves the right to terminate the contract immediately upon written notice to Contractor, without first providing an opportunity to cure, in the event of a default by Contractor constituting an immediate threat to health, safety, student data privacy, property, and/or involving illegal activity.

b. If the contract is terminated for default, CSD 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.

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 CSD for a period of up to one (1) year and CSD reserves the right to determine that the Contractor is chronically not responsible.

**5. TERMINATION FOR CONVENIENCE**

CSD 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 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 CSD solely from appropriations received by CSD. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of CSD no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CSD (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 CSD shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of CSD certification, CSD 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 CSD.

## **8. PROGRESS REPORTS**

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

## **9. INDEPENDENT CONTRACTOR STATUS**

Contractor agrees that it is an independent contractor and CSD 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. CSD 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, CSD reserves the right to require the Contractor to promptly remove any of Contractor's employees from CSD's premises pending the resolution of the employee misconduct. Contractor agrees to promptly comply with any such request from CSD and to cooperate in any investigation with CSD. The failure to cooperate with CSD may result in the termination of the agreement or non-renewal of any agreement with the Contractor, which will be determined by CSD's sole discretion.

## **10. FORCE MAJEURE**

Neither CSD 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.

## **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. CSD NON-DISCRIMINATION**

CSD does not discriminate based on 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 CSD to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in CSD Purchasing 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.

## 7. **SOLICITATION TERMINATION**

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

## 8. **RIGHTS AND REMEDIES**

The rights and remedies of CSD 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 CSD 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 the City School of Decatur, or in the U.S. District Court, Northern District, and Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in the City School of Decatur and to the personal jurisdiction of such courts and waives any objections Offeror may now or hereafter have based on venue.

(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 CSD or requires CSD to expend funds for purposes other than educational purposes, or constitutes a waiver of CSD' sovereign immunity, or constitutes an illegal gratuity, or requires CSD' 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 CSD's confidential information including without limitation CSD's strategic plans, employee data, student data, and other such

information of CSD (collectively referred to as “CSD Data”). 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 CSD. Should Offeror receive CSD Data as part of its services, Offeror must preserve and protect the confidentiality of CSD Data and prevent unauthorized disclosure and use of CSD Data, as required by this Agreement and state and federal law. Offeror will only use CSD Data for the purposes of the services contemplated in this proposal. CSD Data shall not

Constitute that information that is already public, has been completely and thoroughly anonymized or identified, or anonymous usage data regarding a student's use of Offeror's products or services. These terms and conditions apply to any Offeror that receives, uses, maintains, accesses, or stores CSD Data.

i) **Industry Standards.** Offeror shall meet all applicable industry standards concerning data privacy, data protection, confidentiality, and data security. Offeror agrees to maintain security protocols that meet industry best practices in the transfer or transmission of any CSD Data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Offeror shall maintain all data obtained or generated pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit CSD Data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of this Agreement. The foregoing does not limit the ability of the Company to allow any necessary service providers to view or access CSD Data as set forth in this Agreement.

ii) **Legal Compliance.** Offeror represents and warrants that it will comply and assist CSD in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student educational records, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h, the Children's Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501, and the Georgia Student Data Privacy, Accessibility, and Transparency Act (O.C.G.A. §§ 20-2-660 et seq.) (“SDA”).

iii) **Offeror as School Official.** To the extent Offeror has a legitimate educational interest in student educational records and information and must access, maintain, or use such records and information in order to provide services to or on behalf of CSD and its employees, agents, teachers, and students, CSD designates Offeror a “school official” within the meaning of FERPA. Offeror will be under the direct control of CSD with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Offeror may use personally identifiable information and education records only for the

purpose of performing its obligations under this Agreement and as authorized by the state and federal laws referred to in ii) Legal Compliance cited above.

iv) **Offeror as Operator.** Offeror shall comply with the SDA to the extent Offeror is an “operator” as defined by the SDA. Specifically, Offeror 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 Offeror has acquired because of a student’s use of Offeror’s website, service, or application; (2) use information created or gathered by Offeror’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.

v) **Security or Data Breach.** Offeror shall give prompt written notice to CSD within ten (10) days of any security breach that may or does affect CSD Data or of any unauthorized use or disclosure of CSD Data. Offeror shall assist CSD in remedying each unauthorized use or disclosure at Offeror's expense. Such notice shall include, at a minimum, the following information: 1) A list of the types of CSD Data that were or are reasonably believed to have been the subject of a breach; 2) the date or estimated date of the breach, if known; 3) whether law enforcement has been engaged; 4) a description of the breach incident; and 5) provide validation on the current state or containment of the data breach.

vi) **Data Ownership.** All CSD Data as well as other documents, data, and information provided to the Offeror by CSD is and will remain the property of CSD to the extent that it was the property of CSD at the time it was provided to the Offeror.

vii) **Disclosure of CSD Data and Confidential Information.** Offeror shall not disclose CSD Data unless the disclosure is necessary for Offeror to provide the products and/or services under this Agreement and the disclosure is made to Offeror’s contractor, subcontractor, processor, or sub processor that Offeror holds to the same or substantially similar requirements for data privacy, use, and security as contained in this Agreement.

viii) **Data Destruction or Return.** All CSD Data shall be returned to CSD by the Offeror, without charge, within ten (10) business days of the completion of the services under this proposal in a usable format unless CSD requests otherwise or it is prohibited by law, regulation, or professional standards. Offeror shall destroy, dispose of, and/or delete all CSD Data,



including, but not limited to, student education records and personally identifiable information transmitted to Offeror under this Agreement within forty-five (45) days after the termination of this Agreement or after it ceases to provide services to CSD. Offeror shall destroy CSD Data in accordance with acceptable industry standards for secure and comprehensive destruction of sensitive data. If requested by CSD, an officer of the Offeror will certify in writing that all CSD Data and all copies thereof have been delivered to CSD or destroyed.

ix) **Review of Third Party Audits and Reports.** Upon request by CSD, Offeror shall provide a copy of its most recent Statement on Standards for Attestation Engagements (“SSAE”) No. 18 audit, SOC2 audit report, or equivalent audit of any data center security controls in which CSD Data is stored.

x) **Encryption.** All CSD Data stored by Offeror shall be protected with a data-at-rest encryption product utilizing a validated FIPS 140-2 Cryptographic Module with AES 256 standard or higher, or whatever the industry standards for encryption are at that time, if better. All CSD Data transmitted by Offeror and/or its contractors, subcontractors, processors, and sub processors will be protected with a TLS 1.2 or higher transmission encryption that complies, as appropriate, with NIST Special Publications 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others that are Federal Information Processing Standards (FIPS) 140-2 validated.

xi) **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect CSD Data from unauthorized access. The service security measures shall include server authentication and data encryption. Offeror shall host CSD Data in an environment using a firewall that is periodically updated according to industry standards.

xii) **Patch Requirements.** Offeror must have a documented patch management and distribution process that ensures security patches are applied to all systems (to include servers, laptops, workstations) that process and/or store CSD Data.

xiii) **Audit Trail.** All systems that process or store CSD Data must maintain an electronic audit trail that documents system security events. Offeror must ensure that users receive regular security awareness training.

xiv) **Disaster Recovery Process.** Offeror must maintain a disaster recovery process.

xv) **Contractor Compliance.** Offeror shall periodically conduct or review compliance monitoring and assessments of Offeror’s contractors, subcontractors, processors, and/or sub

processors to determine their compliance with the privacy, use, and security requirements of this Agreement. Offeror shall implement, test, and continually monitor the administrative, physical, and technical controls necessary to protect CSD Data. CSD may require Offeror to complete periodic security assessments to ensure compliance with CSD data security requirements.

xvi) **Audit.** CSD may audit the records and systems of Offeror to ensure compliance with the data security and privacy terms. CSD will notify Offeror in writing at least ten business days prior to any such audit. If an audit reveals that Offeror is using CSD Data beyond the scope of the Agreement, then, in addition to any other remedies available to CSD, Offeror shall reimburse CSD for the cost of such audit.

xvii) **Unilateral Modifications.** CSD cannot agree to any terms and conditions that are either unknown at the time of signing the contract; or can be unilaterally modified by Offeror. To the extent that any of the Offeror documents permit unilateral modifications, such provisions are invalid. If Offeror has separate terms and conditions in the form of a privacy policy, master services agreement, SAAS agreement, or otherwise, those terms and conditions must be included in the Offeror's proposal. In the case of any inconsistency between the terms and conditions of the RFP documents or Offeror's documents, the RFP documents control.

(d) **OPEN RECORDS ACT.** Offeror acknowledges and agrees that CSD 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 CSD 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 CSD 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 CSD, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees ("CSD Indemnites") 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 or the contract (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 CSD Indemnitees, then Offeror's Obligations shall be reduced by the proportional fault of the CSD Indemnitees.

## **ADDITIONAL CONDITIONS**

### **1. CONTRACT TYPE**

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

### **2. CONTRACT PERIOD**

The 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. CATEGORY OF AWARD**

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

### **4. REQUIREMENTS CONTRACT CLAUSE**

This is a requirements request for proposal for Algebra I Mathematics Virtual Tutoring. There are no guarantees as to the quantity of services CSD will require over the contract period stated, and therefore, no liability for non-purchase. More or less of the estimated quantity may be required.

### **5. RECEIPT OF ADDENDUM**

If Contractors do not acknowledge receipt of all addenda, the bid or proposal may be determined to be non-responsive by the CSD Purchasing Department.

### **6. DELIVERY REQUIREMENTS**

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

### **7. OWNER’S REPRESENTATIVE**

Supervision of and monitoring performance of the contract will be performed by the Owner’s Representative, Jennifer Burton, Assistant Superintendent of Teaching and Learning or her designee(s)

## **8. SUBMITTALS**

Offerors are responsible for submitting offers to reach the CSD Purchasing 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. CSD shall not be responsible for the premature opening of a proposal not properly addressed and identified, and/or delivered to the incorrect destination.

## **9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, et seq. as amended and Georgia Department of Labor Rule 300-10-1, et seq. is a condition for the contract 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 C) with Contractor's proposal.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix C) 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. CSD reserves the right to request additional information from the Contractor to substantiate information provided to CSD. The failure to respond to such a request may result in the Contractor being determined to be non-responsive.

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

#### **10. INSPECTION**

The Offeror awarded the contract shall be subject to continuous inspection by CSD to ensure compliance with all specifications and regulations of the City Schools of Decatur Board of Education.

If any inspection reveals that Offeror is not in compliance with any specification or regulation of the City Schools of Decatur 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 CSD.

#### **11. COMMUNICATION WITH CSD 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 Purchasing Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company's response.

#### **12. PIGGYBACK CLAUSE**

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

#### **13. 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 CSD and the name of any CSD employee who owns, directly or indirectly, a stock interest in the Offeror's firm or any of its branches.

## **REQUEST FOR PROPOSAL INTRODUCTION**

This request for proposal (RFP) is to seek a provider to deliver high dose virtual tutoring in Algebra I mathematics to 9th graders at Decatur High School (the “School”) in City Schools of Decatur (the “District”) who scored at Level 2 or below on the previous years’ End of Grade Test, Georgia Milestone Assessment System.

This RFP is structured as an outcomes-based contract that includes base payments for service delivery funding and contingent outcomes payments tied to student 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 tied to achieving stipulated outcomes.

A focus on outcomes means the resulting contract will not detail exactly how services are provided. The contract will allow Providers 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 important partnership with the District to improve student outcomes over the course of the Program and will work with the District 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.

### **OUTCOMES-BASED CONTRACTING TERMS:**

The Outcomes-Based Contracting terms below will be referenced throughout this RFP.

- Payment Outcomes: Indicators of student success that are tied to payment.
- Process Outcomes: Indicators of student success that are used to inform ongoing learning and continuous improvement but are not tied to payment.
- Base Payment: The maximum contract amount available for minimum service delivery.
- Contingent Outcomes Payment: The maximum contract amount that will be available, contingent upon payment outcomes achievement.
- Price per Outcome: The amount that will be paid per student for each payment outcome achieved.
- Outcome Payment Cap: The maximum amount paid for each achieved payment outcome in aggregate.
- Student Growth Percentile: Student Growth Percentile (SGP) calculates the growth between current test scores and up to two previous scores, then comparing that calculation to the growth of academic peers. SGP is measured on a 1–99 scale. Lower numbers indicate lower relative growth, and higher numbers indicate higher relative growth.

## **SECTION I: PROPOSAL REQUIREMENTS**

The following sections are required.

### **A. PROVIDER INFORMATION**

In this section, provide information on your organization, its history, and stability. Two pages maximum.

1. Basic Information: Include the corporate name, address of corporate headquarters, and total staff in your organization. Provide the name, telephone number, email address, and title of the individual who will be District's primary contact for the proposal.
2. History: Give a brief history of your organization, including years it has been in business and experience providing virtual tutoring or related services.
3. References: Provide three K-12 client references for whom you have provided relevant services within the last three years, including email address, telephone numbers, and contact names.
4. Subcontractors: List the names of any subcontractors or partners you may employ to provide the services, including what that subcontractor/partner may provide.
5. Previous Default or Litigation: List any current litigation, previous defaults, outstanding judgments, and/or liens with which you are presently involved, including but not limited to:
  - a) Any claim or demand by any school district alleging breach of any agreement between the school district and the company;
  - b) Any active or pending litigation, arbitration, or claims a school district, project manager, sub-contractors/consultants, vendor, or government entity has against the company, its principals, project managers, or personnel who would be assigned to or support this project;
  - c) Any active or pending litigation, arbitration, or claims the company has against any school district, project manager, sub-contractors/consultants, government entities, or vendors;
  - d) Any member of the proposed project team that has been involved with any litigation, arbitration, or claim arising out of his or her work with the company in the past five years; and
  - e) If the company or any member of the proposed project team ever failed to complete any work awarded to it or has it been removed from any project awarded to the company.
6. District Affiliations: Provide information on affiliations you have with the District or District staff.



7. Inclusive Practices: Describe your inclusive practices.

**B. PROVIDER QUALIFICATIONS AND METHODOLOGIES**

In this section, describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them. Eight pages maximum.

1. Service Model and Population

- a) Services: Describe your proposed services. How will the services you propose be delivered? If applicable, what technology platform do you use and how is it integrated into sessions? How do you schedule sessions?
- b) Methodologies: Describe the methodologies you use to instruct students and improve mastery in Algebra 1. What curriculum do you use? What is your philosophy regarding high-impact tutoring and to what extent do you align with work that is happening in the classroom? How do you group students? If you change groups over time, tell us how. Is there a computer-based instruction element?
- c) How do these services and methodologies successfully support the student population we are serving with this Program? Share evidence and/or experience in successfully serving similar student populations.

2. Dosage. We seek a Provider to deliver tutoring three days/week for a total of 125 minutes per student per week (Tues: 50 min., Thurs: 50 min., Fri.: 25 min). We seek a tutor-student ratio of no more than 1:3. Please describe how your model would work with this schedule and if you would want or need to deviate from it.

3. Capacity. Describe the size and make-up of your math tutors and staff, their typical experience and credentials. Please break out full-time and part-time staff. Provide information on how staff are recruited, selected, and trained, including any requirements they must meet. Explain how you monitor performance of student- and teacher-facing staff, e.g., tutors over time and what you do about poor performance.

4. Outcomes and Evaluation. Provide the evidence base for the effectiveness of your model and/or your experience of working with the student population we are serving with this Program. How do you monitor progress and growth?

- a) Relevant Experience. Describe any experience that explains why you are best suited to achieve the desired outcomes. Include your history working with historically underserved student populations, including students of

color, English language learners, students with disabilities, etc., including the size and demographics of student populations you have served.

- b) Tell us anything else that might give us confidence in your ability to deliver the outcomes.
5. Continuous Improvement and Collaboration. Tell us how you use data to continuously improve the service you provide, including how you help [student- and teacher-facing staff, e.g., tutors] get better. Describe how you will engage District and School leaders in ensuring success. Share any experience you have in collaborating with other institutions or being part of larger workgroups to deliver services and improve outcomes.
6. Key Staff. Please give brief details of the key staff who would work with the District and their experience.

### **C. DISTRICT REQUIREMENTS**

In this section, please describe all elements you require from the District to achieve the outcomes.

1. Technology Requirements. Describe the technology requirements for the provision of your services, inclusive of hardware, software, and bandwidth necessary. State clearly what you will provide and what you require the District to provide. In addition, complete the questionnaire included as Appendix A.
2. Other Requirements. Describe any other requirements necessary for the provision of your services or assumptions you are making (for example, visibility to student schedules, classroom space, and technology support).
3. Data Access. Describe all forms of District Student Data that you will require the District to provide access to, collect, maintain, or analyze.

## **SECTION II: CALENDAR OF EVENTS**

<b>ACTION</b>	<b>DEADLINE</b>
Issuance of Request for Proposal (RFP)	Monday, December 4, 2023
Submission of Questions by	Friday, December 15, 2023
Response to Questions	Monday, December 18, 2023
Proposal Submission Deadline	Thursday, December 21, 2023
Evaluation Period	Friday, January 5-17, 2024
Submittal of Agenda Item for Board Recommendation	TBD, 2024
Recommendation to the Board of Education	TBD, 2024

### **SECTION III: PRICING**

This section outlines the Base Payment and Contingent Outcome Payment amounts, as well as the price per outcome and associated outcome payment caps that will be available for rendering services and achieving the payments outcomes outlined in this RFP.

- A. The dollar cost of services per participating student factors in the maximum fee (including any out-of-pocket and/or travel expenses) the District will be charged for the services. The full Base Payment per participating student is earned when a student receives a total of 125 minutes per week (Tues: 50 min., Thurs: 50 min., Fri: 25 min) in a small group with a maximum of three students per group. The student must have the same tutor for a minimum of 80% of tutoring sessions and the student's tutor must be prepared and on time for at least 95% sessions
- B. The full Base Payment available will be calculated based on the number of active participants as agreed upon by the Provider, School, and District within the first two weeks of instructional services. The full Base Payment will be no greater than \$500 per student and \$47,500 in total. Base Payments will be made within 30 business days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g., Instructional services were delivered.
- C. Payments other than the Base Payment are collectively the “Contingent Outcomes Payments”.
- D. The full Contingent Outcomes Payments and associated outcomes caps available will be calculated based on the number of active participants as agreed upon by the Provider, School, and District within the first two weeks of the tutoring program. This amount will not exceed \$47,500 unless mutually agreed upon by the District and Provider.
  - 1. Contingent Outcomes Payments are made when a student achieves an outcome as articulated in the rate card included as Figure A below. When a student achieves more than one outcome, a payment is made for each outcome. For example, if a student earns a 75 SGP on the STAR math assessment, the student achieves Outcome 1 and Outcome 2, for a contingent outcome payment of (\$533).
- E. The total Program fee paid shall not exceed the District Maximum \$95,000. Because it is unlikely that all students will succeed fully in the outcomes below, the total potential amount per student multiplied by the number of students will

exceed the District Maximum. The total payment that the District will make for each outcome will be limited by its respective outcome payment cap.

- F. The District has developed the following rate card based on total budget, willingness to pay for specific outcomes, expected student achievement, and research on provider costs.
- G. METHOD OF PAYMENT: Base payment will be provided as tutoring hours are provided, to be determined in the service agreement. Contingent Payments based on STAR Assessment shall be paid at the end of the Program term upon completion of the final assessment for all participating students. Contingent Payments based on Algebra EOC shall be paid within a month of the District's receipt of finalized Algebra EOC performance levels. The District expects to receive finalized performance levels for all Algebra EOC by August 30, 2023.

*Figure A. Rate Card*

Outcomes Rate Card to Publish in your RFP and Contract			
Outcome	Metric	Price Per Outcome	Outcome Payment Cap
Outcome 1	Student achieves an SGP indicating typical growth (50-65) on STAR Math	\$133	\$9,500
Outcome 2	Student achieves an SGP indicating high growth (66+) on STAR Math	\$400	\$19,000
Outcome 3	Student achieves proficiency (Level 3+) or above on Algebra 1 EOC	\$400	\$19,000
Outcome 4	Metric 4	\$0	\$0
Outcome 5	Metric 5	\$0	\$0
Base Payment			
Base Payment	Paid on Services Delivered	\$500	\$47,500
<b>Total:</b>		<b>\$1,433</b>	<b>\$95,000</b>

## SECTION IV: SCOPE OF WORK AND PROJECT REQUIREMENTS

The District is excited to extend this Request for Proposals to seek a new partnership with a contractor (the “Provider”) for the provision of services (the “Program”). The aim of the Program is to increase students’ knowledge and proficiency in Algebra I standards/content as measured by proficiency on the statewide EOC assessment. The District is seeking a Provider who can provide virtual tutoring models.

The District’s minimum service level requirements include the following:

- **Each student will receive a total of 125 minutes per student per week** (Tues: 50 min., Thurs: 50 min., Fri.: 25 min)
- **Tutors will provide tutoring services to small groups with a maximum of 3 students per group**
- **Tutors will provide services during the instructional day for up to 125 minutes per week.**

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 Provider will be paid a base rate for every participating student for its *high dose 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 collaborate with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

### a. DISTRICT GOAL

- i. The District’s overarching goal for the Program is for 100% of students demonstrating mastery of Algebra I content on statewide assessment (Proficient/Level 3 or higher). The District seeks a Provider to help support this goal through the provision of *high dose virtual tutoring three times weekly for 12 weeks*.

### b. LENGTH OF PROGRAM

- i. The program will run approximately **12 weeks**, from the week of **January 2024 – April 2024**, excluding district/state testing windows and holidays.

### c. PROGRAM SIZE AND STUDENT POPULATION

- i. The District and the Provider will identify the participating students and ensure they can attend at least **80%** of sessions. The Program will serve approximately **113** students. Information about the likely student population is included as Figure B below. The District shall use Georgia Milestones scores as the eligibility for participating students. The District shall administer **STAR Math** to determine baseline data for participating students. The District shall determine which students will participate in the Program based on the eligibility requirements. However, note that the makeup of the participating student population finalized by the District and the Provider may not match the table below precisely.

<p><b>Figure B. 9th grade students enrolled in Algebra I who scored a Level 2 (Developing) on the 8th grade Math Georgia Milestones</b></p> <p><b>Fall STAR Percentile Ranking</b></p> <p>Current cohort of students who made a level 2 on 8th grade GMAS) their STAR scores are as follows: Current Students (c/o 2027):</p> <table> <tr> <th>FALL STAR BASELINE DATA Math Percentile Rank</th><th>Percentage of students in the current Cohort of students</th></tr> <tr> <td>0-49</td><td>42%</td></tr> <tr> <td>50-65</td><td>30%</td></tr> <tr> <td>65+</td><td>28%</td></tr> </table>		FALL STAR BASELINE DATA Math Percentile Rank	Percentage of students in the current Cohort of students	0-49	42%	50-65	30%	65+	28%		
FALL STAR BASELINE DATA Math Percentile Rank	Percentage of students in the current Cohort of students										
0-49	42%										
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65+	28%										
<table> <tr> <th></th><th>Predicted Score for EOC based on STAR</th></tr> <tr> <td>Beginning</td><td>9 Students</td></tr> <tr> <td>Developing Level</td><td>57 Students</td></tr> <tr> <td>Proficient Level</td><td>36 Students</td></tr> <tr> <td>Distinguished Level</td><td>9 Student</td></tr> </table>			Predicted Score for EOC based on STAR	Beginning	9 Students	Developing Level	57 Students	Proficient Level	36 Students	Distinguished Level	9 Student
	Predicted Score for EOC based on STAR										
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<p>Historical Data: c/o 2026</p> <table> <tr> <th>Algebra EOC descriptors</th><th>Number of students</th></tr> <tr> <td>Beginning</td><td>63</td></tr> <tr> <td>Developing</td><td>123</td></tr> </table>		Algebra EOC descriptors	Number of students	Beginning	63	Developing	123				
Algebra EOC descriptors	Number of students										
Beginning	63										
Developing	123										

Proficient	174
Distinguished	91

  

GMAS EOG descriptors	Number of students
Beginning	65
Developing	93
Proficient	149
Distinguished	116

  

Students who received Level 2 on 8th Grade Milestone	
EOC Level 1- Beginning	10 Students or 11%
EOC Level 2- Developing	53 Students or 56%
EOC Level 3- Proficient	29 Students or 31%
EOC Level 4-Distinguishing	3 Students or 3%

**d. PAYMENT OUTCOMES AND METRICS**

- i. Figure C below outlines the outcomes that will be tied to payment, the metrics that will be tracked to assess outcomes achievement, and the timeframe of when they will be assessed.
- ii. In order for the Provider to obtain an outcome payment for a student at the end of the program term, the Provider must meet the following minimum service requirements for that student:
  1. The student has the same tutor for a minimum of 80% of tutoring sessions
  2. The student's tutor is prepared and on time for at least 95% sessions

<b>Figure C.</b>		
<b>Payment Outcome 1:</b>	Student achieves an SGP indicating typical growth (50-65) on STAR Math	April 2024
<b>Payment Outcome 2:</b>	Student achieves an SGP indicating high growth (66+) on STAR Math	April 2024



<b><i>Payment Outcome 3:</i></b>	Student achieves proficiency (Level 3+) or above on Algebra 1 EOC	May 2024
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**e. PROCESS OUTCOMES AND METRICS**

- i. 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. The District will collaborate with the Provider to collect and analyze process outcomes to learn and continuously improve the design and implementation of instructional services. Process outcomes may include additional data that the Provider will collect or may 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:
  1. Monitoring student growth on STAR assessment monthly during Math class.
  2. Weekly student attendance.
  3. The Provider's timely reporting, communication, responsiveness, and collaboration with the District's requests.
  4. District surveys of students about their satisfaction with tutoring services, as and when the district chooses to make such surveys.
  5. Feedback from teachers and principals about their satisfaction with tutoring services.

**f. 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 as permitted by state and federal law. The District and the Provider(s) will also convene no more frequently than every two weeks in evidence-based continuous improvement meetings 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.

**g. DISTRICT REQUIREMENTS.** The District is responsible for providing the accommodations to enable the **high dose virtual tutoring** to occur. This

includes District responsibilities as agreed to by the District and the Provider. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations. Should the Provider be unable to serve students based on an 80% attendance rate for a total of 25 hours effectively due to a lack of district compliance with reasonable requests, the District will be responsible for making the outcome-based payments for all students affected up to the outcomes caps articulated in the rate card. Should the District be unable to continue to ensure the attendance of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of non-attending students? Both the old and the new student's outcomes **will** count for the purposes of calculating Contingent Payments, but only one Base Payment applies.

- h. PROVIDER REQUIREMENTS.** The Provider is responsible for providing quality **high dose virtual tutoring** services throughout the length of the Program. This includes provider responsibilities as agreed to by the District and Provider. The Provider must also ensure that it provides timely reporting, communication, responsiveness, and collaboration with the District's requests. In order for the Provider to obtain an outcome payment for a student, Provider must meet the minimum service requirements for that student:
- i. MINIMUM SERVICE REQUIREMENTS**

  - i.** The student has the same tutor for a minimum of 80% of tutoring sessions
  - ii.** The student's tutor is prepared and on time for at least 95% sessions
- j. STUDENT ATTENDANCE.** For hours 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 **high dose virtual tutoring** and the results of any interim assessments administered by the Provider.
- k. 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 as

well (absence, lack of engagement, etc.). Any student who receives ***high dose virtual tutoring*** who meets the contingent outcomes will count for the purposes of calculating Contingent Payments.

- l. CONTRACT EXTENSION.** The District may extend the contract for the Program with the Provider if the District is satisfied with the Outcomes achieved, and in the District's sole judgment, the Provider provides valuable support to the District's Goal.
- m. EARLY TERMINATION.** If the Payment or Process Outcomes show the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues within (10) days of notice, the District may terminate the Contract early.
- n. SPECIAL TERMS AND CONDITIONS**
  - i. BASE PAYMENT TIMETABLE.** Invoicing for base payment will be recorded and submitted by the Provider based on the agreed upon amount with pay of up to **\$500** per student for **36** sessions or **\$19,167** per month. Payments will be made within **15** days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period.
  - ii. CONTINGENT PAYMENT TIMETABLE.** Contingent Payments shall be paid based on the Payment Outcome Timetables for Algebra I EOC and STAR Assessment included as Figure D and Figure E, respectively, below. The Provider will invoice the District for the contingent payments according to the reports provided by the **Assistant Superintendent of Teaching and Learning, Jennifer Burton**. The **CSD Finance** will administer payment based on the rate card and validated data and per the invoice provided by the Provider within **15** days of receipt.

**Figure D. Algebra I EOC Payment Outcome Timetables**

Algebra EOC Milestone	Persons/Party Responsible	Timeline
<i>Assessment is administered</i>	District	May 6 2024
<i>Data reviewed and validated to determine outcomes based payment</i>	District	June 2024
<i>Payment administered based on rate card and validated data</i>	District	June 2024

**Figure E. STAR Assessment Payment Outcome Timetable**

STAR	Persons/Party Responsible	Timeline
<i>STAR Assessment is administered</i>	District	Apr/May 2024
<i>Data reviewed and validated to determine outcomes based payment</i>	District	June 2024
<i>Payment administered based on rate card and validated data</i>	District	June 2024

**o. METHOD OF AWARD.** The District will make its award based on evaluation of the written proposals to determine the most qualified Provider or Providers that provide the best value to the District and that are most likely to improve student outcomes as outlined in Figure F below... A maximum of 100 points will be awarded.

**Figure F. Scoring of Proposals**

Criteria Category	Description	<b>Points</b>  General Guidelines  16- 25 = Exceeds  12-15 = Meets criteria  7-14=Partial Meets Criteria  0-6 = Does No Meet Criteria/Not Provided
Outcomes Based Contracting Model	Applicant accepts pricing articulated in the rate card under an outcomes based contracting model	Y/N
Service Model & Population	Applicant has experience and/or an evidence-informed approach to providing <i>math-tutoring services</i> to remedial student populations.	25
Capacity	Applicant has capacity to serve student population, in terms of numbers of staff with the ability to serve the identified student population	25
Outcomes & Evaluation	Applicant provides services that have a demonstrated record of accomplishment of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	25
Continuous Improvement and Collaboration	Applicant has experience collecting and analyzing performance data to continuously improve service delivery  Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	25

**p. DATA PRIVACY AND SECURITY COMPLIANCE.** Provider shall comply and shall assist District in compliance, in all material respects, with district requirements and federal and state laws and regulations regarding privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

**q. SCHOOL OFFICIAL.** To the extent Provider has a legitimate educational interest in student educational records and information and must access such

records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a “school official” within the meaning of FERPA. Provider will be under the direct control of District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA at the district’s Student Data Privacy Requirements, and Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the district’s Student Data Privacy Requirements and state and federal laws referred to under Data Privacy and Security Compliance above.

**r. DATA SECURITY.** Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

**s. HEALTH AND SAFETY REQUIREMENTS.** Provider will comply with all District health and safety requirements, as applicable.

## APPENDIX A

### Appendix A: Vendor Worksheet

Investigating new technology (equipment, supplies, software, and digital resources) with CSD

Dear Vendor:

[City Schools of Decatur](#) is investigating a partnership with you. Our evaluation and procurement process requires us to get answers to several key questions about your proposed technology solution, and we request you respond to these items in writing below. Each of these questions maps back to an internal technology investigation document – please do not alter the order of these questions. We use this same worksheet with online tools and physical hardware alike – if some questions do not seem relevant to your proposed solution, please indicate by writing *N/A*.

We prefer to receive your response as a Google Doc. You can [click here](#) to make a copy of this form, and share your responses back with your CSD point of contact. If you do not have access to Google Workspace, please email your responses back an editable Word file. Please do *not* send us a PDF or other immutable content.

CSD's questions	Vendor's responses
What is the business entity's name? Include any DBAs.	
Who is completing this form?	
Who are our other sales, implementation, and technical/integrations contacts? Please indicate each person's area of responsibility, email and phone, and other relevant identifiers (e.g. preferred pronouns, time zone, etc.) to facilitate communication.	
What specific product(s) is/are under consideration?	
Are we already doing business with you? Are we currently using this or any of your other tools?	
Is the technology a digital resource? – If so, is it software, a website, and/or browser extension? Are there physical devices involved?	
Please provide contact information for no fewer than two and no more than four comparable	

CSD's questions	Vendor's responses
<p>customers who have successfully implemented this technology. For each, provide</p> <ul style="list-style-type: none"> <li>• Contact name, job title, role in implementation and/or maintenance of product, email address, and phone number</li> <li>• How long ago the implementation was</li> <li>• What makes you consider them a “comparable” customer - e.g. comparable school or district size, enrollment, scope of need, incumbent services and infrastructure, available resources for implementation, etc.</li> </ul>	
Discuss how you maximize security of your IT resources.	
Do you engage in any third party auditing to certify the integrity of your data systems? How recently, and can we access these reports?	
Are you self-hosted or do you use a commercial cloud host? If so, whose?	
Discuss any innovative practices to realize your commitments to information security.	
Discuss any security incidents in the last two years that affect custom data. Clearly indicate any security incidents affecting student data. Identify your remediation steps.	
Are the systems that store data physically located in the United States and/or elsewhere?	
Is our data encrypted at-rest and in-transit? Describe your encryption standards used for data at-rest, and describe the encryption standards used for data in-transit.	
Does the product allow us to define what roles and access CSD users can have?	
How granularly can user roles be created or edited?	
Can users have multiple roles?	



CSD's questions	Vendor's responses
Can role scopes be defined by SAML data or One Roster sync?	
Discuss any additional relevant information about how CSD can differentiate access between e.g. school-level users and district users to maintain privacy, security, and data integrity.	
Does the tool log activity and other data about how and how often we use the technology? If so, <ul style="list-style-type: none"> <li>• Can we access them directly or do we have to go to the vendor?</li> <li>• How long are logs kept?</li> <li>• What scope of activity do they cover?</li> <li>• Can they be exported to CSV?</li> </ul>	
How are user accounts created, edited, and removed? Does the tool support automatic rostering or account creation? If so, how?	
Is the tool One Roster compliant? With what version? Are you <a href="#">certified</a> by 1EdTech (formerly IMS Global)?	
Is the tool CASE compliant? With what version? Are you certified by 1EdTech?	
Is the tool LTI compliant? With what version? Are you certified by 1EdTech?	
Is the tool Common Cartridge compliant? With what version? Are you certified by 1EdTech?	
Is the tool Caliper compliant? With what version? Are you certified by 1EdTech?	
Is the tool CLR compliant? With what version? Are you certified by 1EdTech?	
Is the tool compliant with any other 1EdTech interoperability standards? With what version? Are you certified by 1EdTech?	
Is the tool compliant with Ed-Fi? Does the Ed-Fi Consortium certify that compliance?	

CSD's questions	Vendor's responses
Does it support API, CSV to FTP, or other automated nightly upload/import?	
Will you support the CSD product owner and IS in completing the <a href="#">Online learning tool rostering request worksheet</a> and getting rostering setup?	
How do users access the tool? CSD uses Class link Launchpad for online resource access - will your tool integrate with Launchpad?	
Does the tool support Class Link SSO via OAuth or LTI?	
Does the tool support Google Workspace SSO, LDAP, or SAML?	
Does the tool support multi factor authentication to enhance security?	
What was your service's uptime over the last year?	
What uptime do you guarantee for CSD's implementation?	
If something breaks, how do we get help?	
What is the chain of communication when something goes wrong?	
How quickly will the vendor respond to our support needs?	
Is there an online knowledge base for users to self-serve when they need help?	
Does the tool have embedded accommodations for users with vision, hearing, mobility, or other tailored assistance needs?	
If it is an online tool, is it WCAG compliant?	
If this is a physical device, how do we get spare parts or conduct repairs?	

CSD's questions	Vendor's responses
Can our staff service them without voiding a warranty? <i>Is there a warranty?</i> Alternatively, are these “disposable” items where the cost to “repair” is just a new item? How many spares need to be on hand given an anticipated break rate?	
Is the digital resource software, a website, and/or browser extension?	
What are the minimum and recommended system requirements for accessing the tool?	
Does the tool require any client- or (on-premises) server-based software, or any browser extensions?	
Do we need to create a virtual server, create room for a physical server/appliance in a data rack, run new network drops, install new software, adjust the firewall or content filter, configure data ports, buy adapters or cables, etc.?	
Will the system be hosted by the vendor (in whole or in part) and/or will CSD host components on-premises?	
What are the expectations/needs of CSD staff for support and troubleshooting?	
Do we need to reinstall or deactivate an existing system?	
How often is the resource updated? When an update occurs, does it require CSD to do anything?	
If this is a device, does it have particular power needs, and are those needs adequately met in the intended use spaces? Are there security needs for safe storage during after-hours community use, overnight lockup, etc.?	
Does the tool include any reporting and/or visualization features?	
What embedded resources permit us to gauge use, efficacy, etc.?	

<b>CSD's questions</b>	<b>Vendor's responses</b>
When staff and students leave the district, and their data is no longer needed in the technology, does the technology retain their associated data? If so, for how long and for what reasons, and can we request deletion?	
How do we export data to other CSD systems?	
Is there an integration with Infinite Campus? If so, in what direction?	
Can the data be accessed via API, FTP export, or other mechanism to integrate with a data warehouse? Discuss the specific mechanisms, and clearly identify any limitations in transference of data.	
Can data export to outside systems (such as the SIS or warehouse) be automated on a nightly basis?	
If data transfer to the SIS or warehouse is not immediately available, what are the additional development costs and timelines to implement them?	
If we decide to stop working with this vendor, does their system allow us to easily export our data? Do they agree to delete our data when the relationship ends?	

## **APPENDIX B**

### **Appendix B: Student Data Privacy Requirements**

#### **Purpose**

As school systems increasingly seek to improve curricular and classroom experiences for learners, Vendor access to certain student data has become necessary. It has become equally important to ensure vendors employ reasonable methods to safeguard student data privacy. Accordingly, these STUDENT DATA PRIVACY REQUIREMENTS apply to all vendors of software, applications, or services that require access to the Personally Identifiable Information (“PII” as further defined herein) of City Schools of Decatur (CSD) students. CSD hereafter is referred to as “School System.”

These STUDENT DATA PRIVACY REQUIREMENTS (hereinafter referred to as “Privacy Requirements”) represent standard terms and conditions for all vendors who require access to student data to provide services to the School System. In the event of a conflict between these Privacy Requirements and any license agreement with the Vendor, these Privacy Requirements control.

#### **Vendor’s Certification**

By agreeing to these Privacy Requirements, the Vendor certifies, under the penalties of perjury, that Vendor complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance, or access to personal information, including without limitation, all standards for the protection of personal information of residents of the state of Georgia and maintaining safeguards for personal information. Vendor hereby further certifies under penalties of perjury that it has a written comprehensive information security program and that Vendor shall fully comply with the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, Children’s Online Privacy Protection Act, and regulations promulgated thereunder and its Georgia counterparts, as well as the Georgia Personal Identity Protection Act, O.C.G.A. § 10-1-910 et. seq., and the Student Data Privacy, Accessibility and Transparency Act, O.C.G.A. § 20-2-660 et. seq. Vendor further agrees to comply with all of the mandates, protocols and practices established by these Privacy Requirements.

#### **1. Definitions**

- 1.1. “**ANONYMIZED DATA**” means a method of information sanitization whose intent is privacy protection. It is the process of either irreversibly encrypting or removing personally identifiable information (PII) from data sets, so that the persons named, described or otherwise identified in such data sets remain anonymous and cannot be re-identified.

- 1.2. **“CLOUD STORAGE”** means any remote server on which data or applications are housed or maintained. For the purposes of these Privacy Requirements, cloud storage includes private, public, community, hybrid and partner clouds.
- 1.3. **“CLEAR”** means a method of sanitization that applies logical techniques to sanitize data in all user-addressable storage locations for protection against simple non-invasive data recovery techniques; typically applied through the standard read and write commands to the storage device, such as by rewriting with a new value or using a menu option to reset the device to the factory state (where rewriting is not supported).
- 1.4. **“DE-IDENTIFIED SCHOOL SYSTEM DATA”** means data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student’s family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers.
- 1.5. **“END USER”** means the individuals authorized by the School System to access and use the services provided by the Vendor under the Privacy Requirements.
- 1.6. **“MINING SCHOOL SYSTEM DATA”** means to search through, access or extract School System data, metadata or information, which is not necessary to accomplish the purpose(s) of the Privacy Requirements.
- 1.7. **“MOBILE DEVICE”** means laptop computers, tablets, smart phones and any other mobile computing devices.
- 1.8. **“PERSONALLY IDENTIFIABLE INFORMATION” OR “PII”** includes but is not limited to: personal identifiers such as name, address, phone number, dates of birth, Social Security number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g; “protected health information” as the term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; “nonpublic personal information” as the term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC §6809; “Personal information” as that term is defined by the Georgia Personal Identity Protective Act, O.C.G.A. § 10-1-911; “Personally identifiable information” as that term is defined by the Student Data Privacy, Accessibility and Transparency Act, O.C.G.A. § 20-2-662; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state or federal identification numbers such as passport, visa or state identity card numbers.

- 1.9. **“PORTABLE STORAGE MEDIUM”** means portable memory devices, including jump or thumb drives, portable hard drives, and tape backup media.
- 1.10. **“SCHOOL SYSTEM”** means City Schools of Decatur.
- 1.11. **“SCHOOL SYSTEM DATA”** means all confidential student records or confidential student record information that contains personally identifiable student records and any other non-public student information, including but not limited to student data, metadata and user content; and any other personal or financial information that would be deemed non-public, confidential or the disclosure of which would constitute an invasion of privacy, under federal or state law.
- 1.12. **“SECURELY CLEARED”** means taking action that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security, confidential student records or confidential student record information that contains personally identifiable information, personally identifiable student records, and any other non-public information, including but not limited to student data, metadata and user content.
- 1.13. **“SECURITY BREACH”** means an event in which School System Data is exposed to unauthorized disclosure, access, alteration, or use.
- 1.14. **“SYSTEMS”** means any of Vendor’s computer system, network, or software that accesses, maintains, stores or transmits School System Data, including computer systems or networks operated by Vendor, Vendor Personnel, Vendor contractors, or subcontractors.
- 1.15. **“STUDENT DATA”** means any data about or related to a School System student, including information about a student’s parent or legal guardian.
- 1.16. **“TARGETED ADVERTISING”** is custom advertising based on demographics, browser history, or observed behavior.
- 1.17. **“VENDOR PERSONNEL”** means any employee, officer, director, agent, affiliate, contractor, or subcontractor of a Vendor.

## **2. DATA SECURITY**

- 2.1. Vendor will store and process School System Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration and use. Such measures will be no less protective than those used to secure Vendor’s own data of a similar type,

and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic School System Data will be encrypted in transmission and at-rest (using a protocol that adheres to or exceeds current industry best practices).

### **3. ACCESS, CONTROL AND AUTHORIZATION**

- 3.1. Vendor agrees to protect and maintain the security of School System Data and PII with commercially reasonable security measures commensurate with the sensitivity of such PII.
- 3.2. Vendor shall not authorize access to School System Data and/or PII to any of its agents, affiliates, contractors and subcontractors, or to any auditor, unless such agent, affiliate, contractor, subcontractor or auditor has entered into a written confidentiality agreement with Vendor and School System agreeing to protect the confidentiality and security of such student PII. Such written confidentiality agreement shall be made available for inspection, upon demand, to the School System.
- 3.3. Vendor shall not permit unauthorized access to School System's student PII to any individual or entity at any time.
- 3.4. Vendor shall not provide any School System Data or PII or any portion thereof to any person, party or organization ineligible to receive student records and/or student record data and information protected by FERPA, federal regulation, Georgia law, Georgia regulation or so prohibited from receiving the School System Data or PII or any portion thereof.

### **4. PRIVACY COMPLIANCE**

- 4.1. Vendor agrees to protect and maintain the privacy of School System Data and PII with commercially reasonable measures commensurate with the sensitivity of such School System Data.
- 4.2. Vendor certifies that it has implemented policies and procedures to protect against reasonably foreseeable unauthorized access to, or disclosure of, School System Data or PII, and to prevent other reasonably foreseeable events that may result in substantial harm to School System or any individual student identified in such PII.
- 4.3. Vendor shall not permit School System Data or PII to be maintained or stored on any its or its agents' Mobile Devices or Portable Storage Media unless such is being used in connection with Vendor's backup and recovery procedures and/or encrypted. Vendor will ensure that School System Data is encrypted in-transit and at-rest and that all device/medium will be scanned at the completion of any contract or service agreement



and/or research study or project to ensure that no School System Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Vendor will have in place a service that will allow Vendor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

- 4.4. Vendor shall not, without the express prior written consent of School System:
  - 4.4.1. Maintain or store School System Data or PII outside of the United States,
  - 4.4.2. Transmit School System's Data or PII to any contractors or subcontractors located outside of the United States,
  - 4.4.3. Distribute, repurpose or share School System Data or PII with any Vendor Systems not used for providing services to the School System,
  - 4.4.4. Use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose, or for any other purposes,
  - 4.4.5. Use PII or any portion thereof to develop commercial products or services,
  - 4.4.6. Use any PII for any other purpose other than in connection with the services provided to the School System,
  - 4.4.7. Engage in targeted advertising, as defined by the Georgia Student Data Privacy, Accessibility, and Transparency Act, O.C.G.A. § 20-2-662, based on the data collected from the School System,
  - 4.4.8. Attempt to re-identify de-identified School System Data, or
  - 4.4.9. Transfer de-identified School System Data to any party unless that party agrees in writing not to attempt re-identification.
- 4.5. Vendors may use anonymized data for product development or research.
- 4.6. Except as specifically set forth in these Privacy Requirements, or as required by federal or state law, Vendor shall not allow unauthorized access to, or permit the release of, School System Data or PII to any individual or entity except as follows:
  - 4.6.1. To the Vendor's contractors or subcontractors that provide services related to the support, maintenance, and security of Vendor's software products or online services, provided, however, that such contractors or subcontractors agree to be subject to the terms and conditions of these privacy requirements.

- 4.7. Vendor shall provide with these signed Privacy Requirements and upon written request from the School System, a report of what user-level data fields the Vendor maintains. The School System shall provide a template for this report, although the Vendor may use its own report form if the School System agrees such report meets or exceeds the School System's required level of detail.

## **5. BREACH PLANNING, NOTIFICATION, AND REMEDIATION**

- 5.1. Vendor certifies that it has implemented policies and procedures addressing a potential Security Breach and that it possesses an up to date Security Breach response plan. Such a plan shall be made available, upon request, to the School System.
- 5.2. Vendor shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach.
- 5.3. Security Breach
  - 5.3.1. In the event of a circumstance that resulted in unauthorized access to or disclosure or use of School System Data or PII, Vendor will notify the School System without unreasonable delay, but within no more than twenty-four hours from the time of discovery. Vendor will fully investigate the incident and cooperate fully with the School System's investigation of and response to the incident as soon as practicable, and/or is permitted by law enforcement agencies. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the School System.
  - 5.3.2. Liability. In addition to any other remedies available to the School System, at law or in equity, Vendor will reimburse the School System in full for all documented cost incurred by the School System in investigating and remediating any Security Breach caused in whole or in part by Vendor or Vendors subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the School System as a result of the Security Breach. Vendor will not have any liability to the extent the Security Breach is not caused by Vendor or Vendors subcontractors
- 5.4. In the event of a Security Breach, Vendor shall:

- 5.4.1. Assume responsibility for providing the notification required under the applicable federal and/or Georgia law(s) to School System only;
- 5.4.2. Hold harmless and indemnify School System and any of School System's school board members and employees, against all losses, damages, costs or expenses ("Losses") that school system may incur to the extent that such Losses arise directly from any willful or negligent acts or omissions of the Vendor in the handling of School System Data and/or PII which results in an event requiring notification of a Security Breach under applicable federal and/or Georgia law(s). Vendor will not have any liability to the extent the Loss is caused by agents, contractors or representatives of School System or any of the School System's employees or is not caused by Vendor or Vendors subcontractors. The foregoing indemnification obligations are subject to the School System promptly notifying the Vendor in writing of such claim, if the Vendor shall be relieved of its obligations under this only to the extent it is prejudiced by any delay in notification. The Vendor shall have sole control over the defense and settlement of such claim, if any settlement containing any binding obligations, admissions, or liability of the School System shall require School System's prior written consent. School System shall have the right at its own expense, to participate in such litigation and settlement discussions without unreasonably interfering with Vendor's ability to perform its obligations under this Section. School System shall provide all information and assistance reasonably requested by the Vendor at Vendor's expense;
- 5.4.3. Use commercially reasonable efforts to mitigate any negative consequences caused to School System or to a student as the result of such Security Breach; and
- 5.4.4. Use commercially reasonable efforts to implement procedures to prevent the recurrence of an event similar to such a Security Breach.

## **6. INFORMATION STORAGE, RETENTION, AND DISPOSITION**

- 6.1. Vendor certifies that it has implemented policies and procedures to address the storage, retention, and disposition of all School System Data prior to contract signing.
- 6.2. Vendor shall perform regular backups of School System Data and shall retain backup copies of such School System Data for such period as may be required by federal or state law, or by the School System.
- 6.3. Vendor shall maintain and store backup copies of School System Data at multiple secure storage facilities located within the United States and provide status reports upon request to the School System.

- 6.4. Except as specifically set forth in these Privacy Requirements, or as required by federal or Georgia law, Vendor shall only retain the School System Data that is necessary to provide the contracted services set forth under any Agreement with the School System, shall Clear, or return to School System, any School System Data that is no longer necessary to provide such services as defined yearly and/or based on a schedule to be agreed upon between Vendor and the School System.
- 6.5. Vendor shall maintain and store the audit logs of its systems on a secured server location. Vendor shall restrict access to such audit logs to prevent tampering with or altering of the audit data. Vendor shall retain and provide audit logs for a minimum of 90 days to allow the School System or the Vendor to review the audit data for indications of a Security Breach.

## **7. DISPOSAL OF INFORMATION UPON TERMINATION OF AGREEMENT OR VENDOR'S CESSATION OF OPERATIONS**

- 7.1. Except as specifically set forth in these Privacy Requirements, or as required by federal or Georgia state law or regulation, upon termination or expiration of the Agreement to provide services or products to the School System, Vendor shall:
  - 7.1.1. Return all School System Data to the School System, pursuant to the terms and conditions of any agreements between Vendor and School System (the "Agreement");
  - 7.1.2. Erase, clear, or render unreadable all School System Data in a manner that prevents its physical reconstruction using commonly available file restoration utilities;
  - 7.1.3. Certify in writing that the actions set forth in this section have been completed on or before the agreed-upon deadlines set forth in any agreement entered into between the Vendor and the School System;
  - 7.1.4. Ensure that any transfer/migration of School System Data uses facilities and methods that are compatible with the relevant systems of the School System or its designated third party; and
  - 7.1.5. To the extent technologically possible, ensure that the School System will have access to School System Data during any transfer of operations.
- 7.2. Upon cessation of its operations or dissolution of its business operations, Vendor shall within 15 days or as soon thereafter as reasonably feasible under the circumstances, Clear all School System Data be it digital, archival or physical form, including without limitation any copies of the School System Data or any files that may reside in system backups, temporary files or other storage, media and School System data that are

otherwise still in Vendor's possession and/or in the possession of any of the Vendor's subcontractors, or agents to which the Vendor may have transferred School System Data or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods. Vendor shall provide CSD with written certification of clearance of all school system data within 30 days.

## **8. SURVIVAL**

The confidentiality obligations set forth in these Privacy Requirements shall survive the termination of any agreement between the Vendor and the School System.

## **9. DATA AUTHENTICITY AND INTEGRITY**

Vendors will take reasonable measures, including maintaining audit trails, to protect School System Data against deterioration or degradation of data quality and authenticity.

## **10. RESPONSE TO LEGAL ORDERS, DEMAND OR REQUESTS FOR DATA**

10.1. Except as otherwise expressly prohibited by law, Vendor will:

10.1.1. as soon as practicable, notify the School System of any subpoenas, warrants, or other legal orders, demands, or requests received by Vendor seeking School System Data;

10.1.2. Consult with the School System regarding its response; cooperate with the School System's reasonable requests in connection with efforts by the School System to respond to, intervene and quash and/or modify the legal order, demand, or request; and

10.1.3. As soon as practicable, upon the School System's request, provide the School System with a copy of its response.

10.2. If the School System receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-71(b)(2)), or request seeking School System Data maintained by Vendor, the School System will promptly provide a copy of the application to Vendor. Vendor will promptly supply the School System with copies of records or information required in order for the School System to respond, and will cooperate with the School System's reasonable requests in connection with its response.

- 10.3. Upon receipt of a litigation hold request, Vendor will preserve all documents and School System Data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

## **11. SCHOOL SYSTEM’S RIGHT TO PROTECT PII OR SCHOOL SYSTEM DATA**

In the event of a claim, suit, action, or proceeding against Vendor in which Vendor cannot, or will not, defend itself, and there is a reasonable likelihood that School System Data or PII may be disclosed to an unauthorized party in connection with such claim, suit, action, or proceeding; and Vendor provides notice to School System that it cannot, or will not, defend itself in such claim, suit, action, or proceeding, Vendor grants School System the right, but not the obligation, to join in such claim, suit, action, or proceeding to defend against the disclosure of School System Data or PII.

## **12. INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE/ OWNERSHIP**

- 12.1. Unless expressly agreed to the contrary in writing, all School System Data or PII prepared by Vendor (or its subcontractors) for the School System will not be disclosed to any other person or entity.
- 12.2. Vendor warrants to the School System that the School System will own all rights, title, and interest in any and all intellectual property created by the School System and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Vendor agrees to assign and hereby assigns all rights, title, and interest in all School System-created intellectual property to the School System, and will execute any future assignments or other documents needed for the School System to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, the vendor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with vendor’s services (collectively, “Vendor IP”). Vendor grants to the school system a personal, nonexclusive license to use the Vendor IP for its own non-commercial, incidental use as set forth in the End User License Agreement accompanying such software and as contemplated herein. All data of the School System remains the property of the School System.
- 12.3. It is understood and agreed that CSD is the exclusive Owner of School System Data and that at no point in time does or will the Vendor become the Owner of any School System Data, PII or School System files, and that should the Vendor be subject to dissolution or insolvency, School System files will not be considered an asset or property of the Vendor.

The School System reserves the right to demand the prompt return of any School System Data and PII at any time and for any reason whatsoever.

### **13. AUDITS**

- 13.1. The School System reserves the right in its sole discretion to perform audits of Vendor no more than once per twelve (12) month period at the School System's expense to ensure compliance with the terms of the Privacy Requirements. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process or dispose of School System Data.
- 13.2. If the Vendor must under the Privacy Requirements create, obtain, transmit, use, maintain, process or dispose of the subset of School System Data known as Personally Identifiable Information or financial or business data which has been identified to the Vendor as having the potential to affect the accuracy of the School System's financial statements, Vendor will at its expense conduct or have conducted at least annually:
  - 13.2.1. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the School System, which attests the Vendor's security policies, procedures and controls;
  - 13.2.2. vulnerability scan, performed by a scanner approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements; and
  - 13.2.3. Formal penetration test, performed by a process and qualified personnel approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements.
- 13.3. The Vendor will provide the School System upon request an executive summary of the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Privacy Requirements. The School System may require the Vendor to perform additional audits and tests, the results of which will be provided promptly to the School System.

### **14. GOVERNING LAW**

These Privacy Requirements and all related requirements shall be governed by and construed in accordance with the laws of the State of Georgia. Any action to enforce the School System's rights and remedies shall be initiated in the State or Superior Court of DeKalb County.

## **15. SECTION HEADINGS**

The headings of sections in the Privacy Requirements are for reference only and shall not affect the meaning of the Privacy Requirements.

## **16. COMPLIANCE**

- 16.1. I have read and understood the above Privacy Requirements and, as an authorized representative of the Vendor, agree that the Vendor shall comply with all conditions set forth above.
- 16.2. Attached is a completed Vendor Data Field Report or equivalent report that meets the conditions of § 4.7.

Signed: \_\_\_\_\_

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

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

Vendor: \_\_\_\_\_

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



## **APPENDIX C**

### **GEORGIA IMMIGRATION AND SECURITY FORMS**

## IMMIGRATION AND SECURITY FORM

If you are providing service, performing work or delivering goods to the City Schools of Decatur 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) City Schools of Decatur 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.

IMMIGRATION AND SECURITY FORM (Page 2)

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

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Signature

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Date

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

         DAY OF                                 , 20    

---

Notary Public

My Commission Expires:

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

(1) the individual, firm, or corporation (“Contractor”) which is Purchasing with the City Schools of Decatur 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 City Schools of Decatur 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 City Schools of Decatur 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 City Schools of Decatur 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 City Schools of Decatur 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 City Schools of Decatur 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 City Schools of Decatur 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: Purchasing 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 City Schools of Decatur School District, school, or City Schools of Decatur 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



**AFFIDAVIT OF EXCEPTION (Page 2)**

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

If I do contract with such subcontractors, I agree to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) to the City Schools of Decatur 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.

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BY: Printed Name

---

Signature

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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Notary Public

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

## APPENDIX D: OFFEROR'S EXCEPTIONS

The terms and conditions contained in the solicitation comprise the contract proposed by CSD. CSD 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 CSD, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in CSD's 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 CSD's discretion.

No.	Section, Paragraph, Title Clause No.	Exception Taken and Reason	Proposed Resolution of Exception	Price/ Schedule Impact
1.				
2.				
3.				

OFFEROR: (Name of Offeror) \_\_\_\_\_ CSD RFP No. \_\_\_\_\_

By: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Printed name)

\_\_\_\_\_ (Title)

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

## APPENDIX E: OFFEROR'S MODIFICATIONS

The terms and conditions contained in the solicitation comprise the contract proposed by CSD. CSD 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 CSD's 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 CSD's discretion.

No.	Section, Paragraph, Title Clause No.	Modification Proposed and Reason	Proposed Contract Provision to be Substituted	Price/ Schedule Impact
1.				
2.				
3.				

OFFEROR: (Name of Offeror) \_\_\_\_\_ CSD RFP No. \_\_\_\_\_

By: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

\_\_\_\_\_ (Printed name)

\_\_\_\_\_ (Title)

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