

REQUEST FOR PROPOSAL

**Learning Management System
FOR Troup County School System
Proposal Opening: May 15, 2020 at 11:00 a.m.**

1. GENERAL CONDITIONS

ALL REQUESTS FOR PROPOSALS ISSUED BY TROUP COUNTY SCHOOL SYSTEM SET FORTH BELOW WILL BIND PROSPECTIVE BIDDERS AND SUCCESSFUL BIDDERS TO THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN, AND SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT.

1.1 DEFINITIONS

"District"	Troup County School System
"Proposal"	An offer to furnish services and materials in accordance with this Request for Proposal (RFP).
"Bidder"	Any individual, company, or corporation submitting a proposal.
"Proposal Response Form"	The form utilized to submit the cost of the Bidder's proposal.
"Contract"	The written agreement to furnish services and/or materials to the District in accordance with this Request for Proposal.

1.2 PROPOSALS

- a) All proposals must be submitted by e-mail and in accordance with instructions provided by the District.
- b) Proposals received after the time stated in the notice to Bidders will not be considered. The Bidder assumes the risk of any delay in the email
- c) General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- d) The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
- e) No charge will be allowed for federal, state or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- f) In all specifications, the words "or equal" are **INCORPORATED BY REFERENCE WITH** each item description. The decision of the District as to whether an alternate or substitution is in fact "equal" shall be final.

1.3 LACK OF FUNDS CONTRACT LANGUAGE REQUIRED

In compliance with Article VIII, Section 3 of the State Constitution, the contract shall include appropriate language stating that the District is not obligated to make payments beyond the term of any particular appropriation of state or federal funds that may exist from time to time and that the contract may be terminated upon such without any penalty or future liability (a non-appropriation clause).

1.4 DURATION OF CONTRACT

The initial contract period shall be for twelve months, encompassing one (1) school year ending June 30, 2021.

1.5 INDEMNIFICATION AND HOLD HARMLESS

The bidder shall indemnify and hold harmless the District and its Boards of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, courts costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Bidder, its agents, servants, employees, persons or entities.

1.6 CONFLICT OF INTEREST

The Bidder hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

1.7 GOVERNING LAW

Contract shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Georgia with venue in Troup County.

1.8 COMPLIANCE WITH DISTRICT REGULATIONS

The Bidder shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District.

The Bidder shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Bidder and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Bidder shall cause all persons performing work to comply with such modifications.

1.9 COSTS AND ATTORNEYS' FEES

Should legal action be necessary to enforce the terms of the contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

1.10 SANCTIONS FOR BREACH OF PERFORMANCE

In the event of the Bidder's failure to conform with any provisions in the contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the contract, in whole or in part, as the interests of the District dictate.

1.11 SEVERABILITY

In the event that any provision of the contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

2. GENERAL INFORMATION

2.1 INTENTION

BACKGROUND INFO OF DISTRICT

Troup County School System encompasses approximately 446 square miles and serves approximately 12,100 students in the cities of LaGrange, West Point, Hogansville, and Pine Mountain throughout Troup County. District facilities include eleven elementary schools, three middle schools, three high schools, one college and career academy and one alternative school.

It is the intent of the District to contract with a qualified firm for the purpose of implementing a learning management systems for the 2020-2021 school year.

The successful proposal will be awarded to a single Bidder.

2.2 ANTICIPATED TIMELINE OF PROPOSAL PROCESS

EVENT	DATE
Bidders Notified of Request for Proposal	May 1, 2020
Proposal Submission Deadline	May 15, 2020
Evaluation Committee Recommendation Submitted to Board of Education	June 15, 2020
Notice of Award	June 19, 2020
Successful LMS to Begin Service	July 1, 2020

2.3 PROPOSAL RESPONSE FORMAT

The District will accept and evaluate proposals that meet the minimum requirements set forth in this RFP. Bidders shall submit one signed bid via email to moneypennyjd@troup.org.

In order to facilitate the evaluation of the proposals, all Bidders are required to submit their information using the following format:

Letter of Introduction

The letter shall include a brief introduction to Bidder's firm, explanation of Bidder's interest in the contract, and Bidder's qualifications, which shall include organizational structure, qualifications regarding responsiveness to the requirements of this RFP as stated in Section 3 - Specifications, list of work experience with clients possessing demographics similar to the District, and at least three (3) client references (see Evaluation Criteria).

Other Information

Include any other information which may be helpful to the selection committee in evaluating qualifications.

Contract Terms and Conditions

Identify the following:

- a) Clearly stated contract terms and conditions concerning services to be performed;

- b) Any promotional incentives to be offered to the District; and
- c) ALL limitations, expectations, guarantees, warranties, securities, waivers, and/or agreements that the Firm expects the District to agree to or comply with must be specified within the contractual agreement of the proposal.

LMS Fee

The LMS fees are to be identified on the Proposal Response Form, which is to be completed in its entirety and signed by Bidder's authorized agent. The fee stated on the Proposal Response Form contained in this RFP will be considered all-inclusive and shall be incorporated into the contract. The fee for each year should be a single dollar amount to be charged for the use of learning management system. Flexible terms or conditional clauses are not desired.

Proposal Delivery Instructions

Proposals shall be considered final and emailed no later than 11:00 a.m. on May 15, 2020, to:

Joshua Moneypenny
Director of Technology
Moneypennyjd@troup.org

Emails should be titled “**LMS Proposal .**” **Proposals will only be accepted via e-mail.**

3. SPECIFICATIONS

The successful Bidder must submit a proposal for services that meet the following specifications:

3.1 SCOPE OF PROJECT

Troup County Schools is looking for an all-inclusive learning management system that can suit the needs of the district. LMS must be able to integrate with the district’s student information system, Infinite Campus. Integration with Google G-Suite and Clever is preferred. Preference will be given to LMS that include an area for assessments/quizzes, video component for either live or prerecorded sessions, a parent portal, discussion boards, granular data reporting engine and different interfaces for elementary and secondary users.

4. EVALUATION CRITERIA

Award of the contract resulting from this RFP will be based upon the most responsive Bidder whose offer will be the most advantageous to the District in terms of the following criteria and other factors as specified elsewhere in the RFP. At the discretion of Troup County School System firms submitting proposals may be requested to make video presentations as part of the evaluation process. Price, although a consideration, may not be the sole determining factor. Proposals shall be evaluated on the following criteria:

CRITERIA	Available Points
Qualifications and Experience The proposal should state the qualifications and experience level of the bidder.	20
All-inclusive LMS Fee	25
References List at least five references of work done in the last five years with governmental or educational clients.	10
Specific LMS Approach How well does the LMS fit the needs of the district? i.e. IC integration, Google integration	35
Quality of RFP Response Does Bidder adhere to the instructions of the Request For Proposal?	10

Prior to awarding the proposal selected by the evaluation team to the successful Bidder, the proposal must be reviewed and approved by District's Board of Education. After Board approval, the successful Bidder will receive the District's Notice of Award which will authorize them to initiate execution of the contract. Additionally, all Bidders submitting a responsive proposal shall be notified of the proposal award results after Board approval.

5. ADDITIONAL INFORMATION

5.1 CONTACT OFFICERS

Prior to the official reading of the proposals on May 15, 2020, in order to clarify any matters related to this RFP, a Bidder may direct questions to Joshua Moneyppenny, Director of Technology, moneyppenyjd@troup.org.

5.2 CHANGES TO RFP

Any and all changes to these specifications are valid only if they are inserted into the RFP by a written addendum sent to all Bidders.

6. RESERVATION OF RIGHT OF THE DISTRICT TO REJECT OR ACCEPT PROPOSALS

The District reserves the right to accept or reject any or all proposals (based on each item separately or as a whole), to waive informalities, to accept the proposal deemed best overall for the District, to reissue the Request For Proposal, or to take no further action.

Troup County School System Learning Management System

Proposal Opening: May 15, 2020, 11:00 a.m.

Please submit your all-inclusive fee for each year's learning management system. The successful proposal will be awarded to a single Bidder.

Learning Management System	Total All-inclusive Fee
	\$

(Bidder Initials) **Yes, Bidder hereby certifies that the Learning Management proposed herein will be implemented within the required timelines set forth in this RFP.**

Bidder Company Name	
Mailing Address	
Bidder's Authorized Agent	
Title of Bidder's Authorized Agent	
Signature of Authorized Agent	
Telephone	Fax
Email	