

**Georgia Cyber Academy  
Request for Proposals  
Managed IT Services & Support  
February 21, 2025**



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# Managed IT Support Services

## **PURPOSE**

The Georgia Cyber Academy (hereinafter, "GCA") is requesting vendors to submit proposals to provide computer hardware and support services. In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. GCA, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded.

Georgia Cyber Academy is a K through 12 charter school committed to providing students with a flexible, high-quality, and interactive virtual learning environment. Since 2007, GCA has served thousands of students throughout the state of Georgia. For more information about GCA, please visit our website at [www.georgiacyber.org](http://www.georgiacyber.org).

## **SCOPE OF WORK**

GCA is requesting that the qualifying supplier will provide hardware, software, imaging, set up, shipments, asset management software, and ongoing service and support for all hardware and software as a full turnkey solution. GCA will accept both one year and three-year renewal options. New hardware is not expected to be purchased for the SY25-26 but partial device refreshes are expected in the next 2-3 years.

## **DEVICE SETUP /DELIVERY/SUPPORT**

### **SETUP**

Vendor will set up any new computers prior to shipment, including imaging, asset tagging, etc as required. The vendor will assist in the creation and distribution of the appropriate GCA image on the machine prior to delivery. The vendor shall be responsible for removing all packaging material in the appropriate manner. Device imaging and setup requirements vary based on staff, student, and curriculum needs.

### **DELIVERY**

Initial delivery must be included in the cost of any new hardware purchased.

Replacement deliveries for support should be made within 24 hours. Return labels for broken hardware will be emailed to the staff or student/legal guardian.

## **SUPPORT**

Vendor shall identify an Atlanta-based support person(s) who will be responsible for support issues.

Vendor shall create/utilize a help desk support ticket system allowing for easy access to qualified individuals for support. GCA technology staff require access to the ticket system & collaboration between hardware and software issues.

Vendor will provide service support for all laptops and Chromebooks via phone, and remote control of the unit. The ability to control remotely must also be provided to GCA.

If an issue cannot be resolved in 20 minutes for most issues, or 1 hour for extenuating circumstances, a replacement unit will be sent, along with a return label for the defective unit, within 24 hours.

New equipment and peripherals that are dead on arrival (DOA) will be replaced immediately with new equipment (no repairs permitted).

Repaired equipment under 3 years in age may be used to replace broken equipment, provided that it maintains warranty support.

Vendor will provide escalation procedures for the resolution of non-satisfactory compliance including but not limited to delivery, installation and support.

Vendor will provide setup instructions for computers, Chromebook, printers, connecting to existing printers and WIFI, and how to access computer support. A label with computer support contact information on each computer is requested.

## **ASSET MANAGEMENT VISIBILITY/ACCESS**

Vendor must utilize an asset management system that is available to GCA technology staff. Vendor shall affix an GCA Asset Management tag to all hardware delivered to the GCA and adhere to all processes regarding GCA asset tracking. Vendor shall provide a Microsoft Excel report identifying all computing technology for each item when purchased. Data requirements may change over time based on the needs as defined by GCA but the currently data should include at minimum the following:

- Vendor Name
- Manufacturer
- Model number
- Serial number
- GCA Asset Tag Number
- Delivery Destination
- Delivery Date
- Purchase Order Number
- Purchase Date
- Unit/System Cost
- Software Title
- Software License Numbers
- Receiving Individual
- Equipment Type

Warranty Start Date

### **PRINTER DEVICE MANAGEMENT**

Vendor will receive and inventory printers for staff and students and maintain asset inventory through its' lifecycle, with the use of asset tags, periodic inventories, shipment logging, tracking and claims on lost shipments, routine reporting, and collaboration for exceptions, and will assist in the return process by providing electronic or physical labels through GCA's carrier alongside necessary materials for the return of staff and student assigned printers. Printer eligibility criteria will be determined by GCA and communicated to Vendor as a standard policy and practice that may be followed for all use cases. Exceptions to the policy must be approved by GCA Equipment or Technology leadership. Vendor will receive returned printers, evaluate, recondition, refit, and redeploy equipment. Printers which cannot be reconditioned into a reasonably presentable and fully operational state will be reported to GCA and recycled accordingly.

### **ETCHING CHROMEBOOKS/LAPTOPS**

This service is for the etching of Chromebooks and laptops. As for the tooling and setup, GCA will work with Vendor to develop a graphic that will take no longer than 5 mins per etching. Graphics that exceed 5 minutes of etching time will be billed additional charges per device etched. Graphics may be updated or edited at GCA's discretion in adherence to all other service details listed here. Etching will be incorporated into processing returned Student and Staff equipment. Etching of new devices may delay the ability to deliver new devices to Students and Staff. GCA acknowledges this delay and will plan accordingly. Vendor will only etch approved devices in specific and agreed upon locations on the device depending on the material and form factor of the respective device in coordination with the GCA technical contact.

### **HOTSPOT DEVICE MANAGEMENT**

Package assembly, delivery coordination, and support for T-Mobile hotspots. Scope includes receiving, recording IMEI and SIM# into inventory management system and assigning IMEI as the GCA Asset # to the end user, build delivery package, apply shipping label, manage delivery of devices to students specified by GCA. For devices already delivered to students, Vendor will add to inventory when the device is returned if not previously recorded. Vendor will also work with T-Mobile representatives as appropriate on behalf of GCA for account support tasks. Hardware delivery cost paid through GCA's UPS Worldship account. This service comes with a minimum of 2,000 devices to be managed monthly, overages will be billed as appropriate per device, per month. Hardware delivery cost paid through GCA's UPS Worldship account.

### **ELECTRONIC FAX SOLUTION**

Deployment and management of the resold electronic fax solution, eFax. This service from eFax currently includes the following features: Pages: 3000, Fax numbers (Ported &/or eFax®): up to 20, Price Per Page (overages): 7¢, TLS 1.2 encryption, Multifunction Printer Integration, Unlimited storage/Lifetime

retention: Strictly pass-through, no retention, Service Level Agreement (SLA): 99.995%, Disaster Recovery/Business Continuity: 27xN+1 data centers, HITRUST, HIPAA, SOX, GLBA & PCI-DSS fully executed BAA: Yes, Taxes/Long-distance fees: \$0.

## **SOFTWARE LICENSE MANAGEMENT**

MS O365 Apps (Students): Microsoft Products have varying levels of service based on the product. For the listing of services and related information, please visit Microsoft's documentation page for Microsoft 365 for Education at [Microsoft 365 Education - Service Descriptions | Microsoft Docs](#).

MS Power BI Pro: Microsoft Products have varying levels of service based on the product. For the listing of services and related information, please visit Microsoft's documentation page for Microsoft 365 for Education at [Microsoft 365 Education - Service Descriptions | Microsoft Docs](#).

MS365 A3 (Staff): Microsoft Products have varying levels of service based on the product. For the listing of services and related information, please visit Microsoft's documentation page for Microsoft 365 for Education at [Microsoft 365 Education - Service Descriptions | Microsoft Docs](#).

MS365 A3 (Students): Microsoft Products have varying levels of service based on the product. For the listing of services and related information, please visit Microsoft's documentation page for Microsoft 365 for Education at [Microsoft 365 Education - Service Descriptions | Microsoft Docs](#).

Sonicwall TZ570 As A Service: Sonicwall TZ570 Firewall with Advanced Gateway Security Services with HA as monthly subscription. This service came with a 24 month commitment, which began in July 2021. The monthly fee associated with the TZ570 Subscription does not include any engineering labor time that may be required for setup, configuration updates, troubleshooting, adds/moves or changes. The subscription fee includes Advanced Gateway Security Services, Firmware updates, configuration backups, and the device. Vendor Cloud Services are pre-billed for each month. After a 2 year commitment term, subscription will continue month to month. Client agrees to provide a 30 day cancellation notice after the initial 2 year term. Client to return device(s) to Vendor immediately upon termination of subscription.

VPN Pack of 30: Sonicwall SSL VPN 30-pack monthly subscription. This service came with a 24 month commitment, which began in July 2021. The monthly fee associated with the SSL VPN Subscription service does not include any engineering labor time that may be required for setup, configuration updates, troubleshooting, adds/moves or changes. The subscription fee includes (30) SSL VPN License. Vendor Cloud Services are pre-billed each month. After a 2 year commitment term, subscription will continue month to month. Client agrees to provide a 30 day cancellation notice after the initial 2 year term. Client to return device(s) to Vendor immediately upon termination of subscription.

## **ASSET DESTRUCTION**

Assets that are no longer serviceable shall be destroyed through a certified destruction and environmentally friendly recycling process.

## **Managed IT Services**

### **MANAGED SERVICE PROVIDER BASE, ADMINISTRATIVE & ACCOUNT MANAGEMENT**

Vendor will provide a dedicated account manager to oversee and report on implementation of agreement. Collaborative administrative meetings will be scheduled routinely with GCA leadership to ensure the Technology vision, strategy, policies, initiatives, and goals related to technology hardware and support are achieved for GCA operational objectives. Dedicated teams will be assigned for each -data management, logistics management, and asset repair tasks, as related to this agreement. GCA will have access to view vendors' data reporting tools and support ticket reporting platform (client portal) to further aid in additional collaboration, communication, and development of routines and procedures.

### **STUDENT TECHNICAL REMOTE SUPPORT**

Enrolled GCA students/guardians will have year-round access to remote helpdesk services during regular business hours (8a – 5p, Mon – Fri), by creating a service ticket request via phone or email. Vendor will provide technical support and troubleshooting for GCA-owned devices assigned to students to ensure that device issues are addressed and resolved, or that systems are replaced timely, when necessary. Technical support, troubleshooting, and replacement standards will be collaboratively developed and maintained by both GCA and vendor leadership teams. Vendor will troubleshoot and support GCA equipment and platforms for those which vendor has been granted the appropriate administrative access to support.

### **STUDENT DEVICE/ CHROMEBOOK MANAGEMENT**

Vendor will receive and inventory Chromebook assets, provide Chromebook endpoint enrollment within GCA's Google Workspace (G-Suite for Education) tenant, perform asset identifier updates, device moves within organizational units (upon request), periodic audits of the digital asset environments, and perform gap analysis and remediation. Vendor will provide dedicated teams to maintain asset inventory through its' lifecycle, with the use of asset tags, periodic inventories, shipment logging, tracking and claims on lost shipments, routine reporting, and collaboration for exceptions, and will assist in the return process by providing electronic or physical labels through GCA's carrier alongside necessary materials for the return of student assigned Chromebooks. Vendor will receive returned equipment, evaluate, recondition, or repair, refit, and redeploy equipment that is under warranty. Vendor will collaborate with GCA Equipment and Technology teams to develop and follow appropriate Change Management and Process Improvement Planning life cycles as updates to processes and routines are requested. Chromebook eligibility criteria will be determined by GCA and communicated to the vendor as a standard policy and practice that may be followed for all use cases.

## **VIRTUAL CHIEF INFORMATION SECURITY OFFICER (vCISO) BASE**

Vendor will collaborate with GCA Technology leadership to establish and maintain the vision, strategy and policies related to security to ensure information assets and technologies are adequately protected. Deliverables related to this are an annual risk assessment, annual advanced penetration testing by third-party, annual gap analysis and remediation plan, remediation project management, monthly security meetings with GCA technology leadership, ongoing cyber-security policy development and maintenance, and monthly security audits. Annual technology and security policy development and review will be conducted to ensure compliance with modern standards as reported through CoSN, GTA, REMS, FERPA, and other state, federal, and educational compliance governing bodies.

## **vCISO PER STAFF**

Vendor will provide cyber security and content filtering tools on staff windows devices to protect staff from malicious threat actors on the internet. To further harden staff systems and platforms, vendor will collaborate with GCA regarding staff password policies definitions and completion of routine organization wide platform hardening through security audits and continued implementation of strict access measures. Vendor will perform Dark Web monitoring and notify affected users if threats appear. Vendor will provide annual Security and Compliance training in collaboration with GCA Technology leadership for all staff. Vendor will also conduct routine phishing simulations in collaboration with GCA Technology leadership to ensure staff operate in the most secure manner possible.

## **vCISO PER STUDENT**

Vendor will provide cyber security and content filtering tools on student Windows devices to protect students from malicious threat actors on the internet. To further harden student systems and platforms, vendor will collaborate with GCA regarding student content policy definitions and completion of routine organization wide platform hardening through security audits and continued implementation of strict access measures. Vendor will perform Dark Web monitoring and notify the GCA technology team of affected users if threats appear and include suggested remediation actions.

## **ENDPOINT SECURITY & SUPPORT (STAFF/WINDOWS DEVICES)**

Vendor will receive and inventory staff assets and provide a GCA approved standardized configuration with endpoint protection, remote helpdesk support, and device management for Windows operating system servers and computers; providing remote support connections, advanced threat protection, continuous security analysis, managed hardware and software updates, and routine cloud backup services. Vendor will provide dedicated teams to maintain asset inventory through its' lifecycle, with the use of asset tags, periodic inventories, shipment logging, tracking and claims on lost shipments, routine reporting, and collaboration for exceptions, and will assist in the return process by providing electronic or physical labels through GCA's carrier alongside necessary materials for the return of staff assigned computers. Vendor will receive returned equipment, evaluate, recondition, or repair, refit, and redeploy equipment that is under warranty. Vendor will collaborate with GCA Equipment and Technology teams to develop and follow appropriate Change Management and Process Improvement Planning lifecycles as updates to processes and routines are requested. Laptop or desktop eligibility criteria will be determined

by GCA and communicated to the vendor as a standard policy and practice that may be followed for all use cases. Exceptions to the policy must be approved by GCA Equipment or Technology leadership.

### **ACCESS TO OUT OF SCOPE SUPPORT NORMAL BUSINESS HOURS (PER HOUR)**

For services not included in this or any other agreement, support is billed at your standard rate for normal business hours, which are Monday through Friday, 8am to 5pm, excluding observed holidays.

### **ACCESS TO OUT OF SCOPE SUPPORT EXTENDED/AFTER HOURS (PER HOUR)**

For services not included in this or any other agreement, support is billed at your after hours rate for vendor's extended/ after hours availability, which are currently Monday through Friday 7am- 8am, 5pm-7pm, Saturday 10am-7pm, and Sunday 12pm-7pm. Extended/after hours support is available for remote support only, unless scheduled ahead in advance, and times of availability are subject to change. GCA acknowledges that after hours support is not available for student support requests and that vendor will require GCA Technology, Executive, District, or Board leadership approval prior to conducting work at the aforementioned after-hours rate.

### **DISTRICT OFFICE (ATLANTA, GA) ON SITE SUPPORT**

An Engineer will be provided by the vendor on-site each day, Tuesday through Thursday, to provide as needed tech support for administrators and staff. Also includes maintaining of site tech inventory, distribution, and receiving of, replacement devices and tech peripheral devices.

### **PROFESSIONAL DEVELOPMENT ON-SITE EVENT SUPPORT**

An Engineer will be on-site at the location of GCA Professional Development events to provide any necessary end user tech support, including GCA "new hire" events. GCA will provide hotel accommodations, as needed, for all vendor staff supporting these events in case of multi-day events, or any event outside of metro-Atlanta.

### **DISTRICT OFFICE NETWORK MONITORING, MANAGEMENT & MAINTENANCE**

Includes 24/7 Network Monitoring, Server Protection/Maintenance (physical or virtual), Firewall Support/Maintenance, Managed/Unmanaged Switches, Wi-Fi Network Support/Maintenance, Server backup and monitoring, backup file restore testing.

### **TRIPS/ DELIVERIES TO GCA DISTRICT OFFICE**

Vendor may be expected to make deliveries to and from the GCA Office & warehouse on days of on-site support.

### **RECEIVING RETURNED EQUIPMENT FROM GCA GRADUATION EVENTS**

Vendor will staff, and make accessible, the vendor warehouse, for the returning of equipment collected on the day of GCA's annual graduation ceremony and Honors Day, regardless of day of week. The staff at

the warehouse will assist with unloading of and securing of this equipment, and during the following business day will process this returned equipment per the standard return process.

### **TECH CREW MENTORSHIP PARTICIPATION**

Vendor will provide an Engineer that is Dell Tech Direct Certified as a mentor to assist with the GCA Tech Crew program, for a maximum of two sessions per week at the GCA District Office during normal business hours. Vendor will also deliver and provide GCA owned equipment to be used for training/repairs as needed for this program.

### **“ED TECH” PROFESSIONAL CONFERENCE ATTENDANCE**

In an effort to stay in sync with GCA’s Technology and/or Leadership departments, vendor will coordinate with GCA and send representatives to attend Educational Technology Conferences, alongside GCA representatives, to improve upon strategic planning, compliance, security, etc. pertaining to technology initiatives, vendors will commit to attending 1-3 of these types of conferences annually.

## **Additional Information**

### **WORKING ON A GCA SITE**

Vendor is expected to provide in-person support at the GCA office three days a week. During normal facility/school hours, vendor personnel must sign in at the facility/school main office upon arriving at the facility and obtain an appropriate visitor’s badge prior to beginning any work. The badge must be worn by the vendor’s employees at all times while on GCA property. Prior to departing each day, vendor personnel must sign out and return their badge.

All after-hour facility access must be coordinated with the appropriate GCA staff and vendor must sign in according to the policy above.

All vendor employees shall wear photo ID badges or clothing identifying the name of the company at all times while working on an GCA site.

Vendor is responsible for the removal of all work-related debris from works sites and must leave the work area premises in a clean and satisfactory condition.

Vendor will not be allowed to store any equipment, tools or materials on an GCA site without approval of the authorized GCA representative.

GCA is not responsible and will not be held liable for any lost, stolen or damaged materials or equipment on GCA premises.

Vendor shall be responsible for repairing or replacing, to the satisfaction of GCA, any damage caused by any willful or negligent act of its employees. The vendor is also liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees. GCA

reserves the right to remove vendor from site based on the severity of the acts committed by the vendor's staff.

Guns, knives or any other recognized weapons or any tools or instruments intended for use as weapons are not allowed on any GCA' property or GCA sites, including testing, professional development or other sites rented for GCA use.

Smoking is prohibited at all GCA sites (inside and outside). In addition, smoking is prohibited in vehicles operating or parked on GCA sites, including testing, professional development or other sites rented for GCA use.

Possession and/or use of alcohol, tobacco or illegal drugs are prohibited on GCA property and GCA sites, including testing, professional development or other sites rented for GCA use.

### **BACKGROUND CHECK REQUIREMENTS**

GCA policy requires that all contractors, subcontractors, consultants or vendors (personnel), providing direct services to GCA on or offsite, to be fingerprinted and submit to a criminal record check initiated by the vendor prior to providing services to GCA. The payment of any fees is the sole responsibility of the contractor, consultant, vendor or the employing company. Any contract awarded pursuant to this solicitation is contingent upon compliance with this requirement and a satisfactory background check as determined by GCA.

The requirements of the background check are as follows:

Personnel will be ineligible to work with GCA if convicted of any of the following crimes: any felony; simple battery when the victim is a minor; contributing to the delinquency of a minor; sexual offenses; criminal attempt when the crime attempted is any of the crimes specified above; or any other offenses committed in another jurisdiction which, if committed in this state, would be one of the above enumerated crimes. Additionally, anyone with pending criminal charges will be ineligible to work with GCA.

As a condition of the contract, all eligible personnel who work directly with GCA are required to disclose the following information: any arrest, charge, or conviction for any crime, except for minor traffic offenses where the fines were \$35.00 or less. This includes any drug-related charges, any charges related to driving under the influence, first offender pleas (regardless of whether the record has been expunged), and pleas of nolo contendere.

### **SUBCONTRACTORS**

If subcontractors will be used in the performance of this contract, vendor must notify GCA in vendor's response to this solicitation.

Vendor shall not assign any duties to perform services nor to provide goods under this contract to a subcontractor that is not listed in vendor's response to this solicitation.

If a subcontractor is removed from the contact at any time during the term, vendor must notify GCA Procurement Services in writing with name of subcontractor, reason for removal and effective date.

If vendor desires to add a subcontractor at any time during the term of the contract, vendor must submit to GCA Procurement Services in writing the following information on the subcontractor; company name, address, telephone and fax number, service they will be providing and proposed effective date. Subcontractor may not begin providing service until approved by GCA.

Vendor is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.

Vendor shall give GCA immediate notice in writing of any claim, action or suit filed against vendor by any subcontractor.

GCA reserves the right to require that a subcontractor be removed from the contract.

## **GENERAL INFORMATION**

All communication regarding this solicitation must be made with Rachel Gunn at [rgunn@georgiacyber.org](mailto:rgunn@georgiacyber.org).

The vendor is not required to submit a proof of insurance with the proposal, but must submit within five (5) business days after receiving a letter of intent. The certificate of insurance must list Georgia Cyber Academy as the additional insured.

All contractors, subcontractors, consultants or vendors doing business with the GCA shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

Proposals which contain irregularities of any kind and/or do not comply fully with requirements stated in the solicitation documents may be rejected at the discretion of GCA. GCA shall not be liable for any costs associated or incurred by the offeror in conjunction with preparation of solicitation responses.

GCA reserves the right to waive any minor informality or error in the solicitation or offerors proposal which will not adversely affect competition.

By submitting a response the offeror certifies that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service 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. It is further agreed that the offeror agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of GCA and that the person signing this bid is duly authorized to bid on behalf of the offeror.

## **COMPANY QUALIFICATIONS AND EXPERIENCE**

Vendors should provide a brief history of the company including the number of years in business providing the goods and services specified in this solicitation.

## **TIMELINE**

Vendor should provide a quote that meets the following timeline:

RFP issued February 21st, 2025

RFP responses due March 31st, 2025

Award on April 15th, 2025

Services to begin on July 1 2025 with staff and student shipments outbound immediately

Questions regarding the RFP should be directed to GCA's Technology Director: [rgunn@georgiacyber.org](mailto:rgunn@georgiacyber.org) .

## **PRICING**

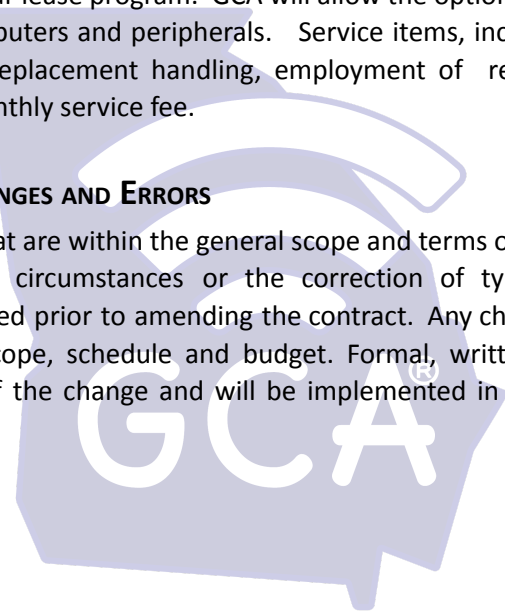
GCA requests pricing as a Full Turn-Key Service. Vendor will provide details about the hardware and software provided and how service items will be handled.

## **FULL TURN-KEY SERVICE**

Pricing under this model will include itemized and detailed lease pricing for hardware and software, which under a three- or four-year lease program. GCA will allow the option for itemized bills for shipping and replacements costs of computers and peripherals. Service items, including computer preparation, imaging, help desk support, replacement handling, employment of required personnel, and other services, will be quoted as a monthly service fee.

## **CONTRACT MAINTENANCE, CHANGES AND ERRORS**

GCA will only accept changes that are within the general scope and terms of the original contract and are due to legitimate unforeseen circumstances or the correction of typographical errors. Written determination of need is required prior to amending the contract. Any changes need to be evaluated in terms of the impact on the scope, schedule and budget. Formal, written approval of all changes is required prior to acceptance of the change and will be implemented in the form of an addendum to contract.



## **Addendum A - Children's Internet Protection Act (CIPA)**

GCA formally requests ongoing professional development for staff, parents, and students on appropriate online safety and computer use as outlined and required by CIPA. This service should be bid as an option.

[https://www.fcc.gov/sites/default/files/childrens\\_internet\\_protection\\_act\\_cipa.pdf](https://www.fcc.gov/sites/default/files/childrens_internet_protection_act_cipa.pdf)

The following is taken directly from the link above.

### **Children's Internet Protection Act (CIPA)**

The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. CIPA imposes certain requirements on schools or libraries that receive discounts for Internet access or internal connections through the E-rate program – a program that makes certain communications services and products more affordable for eligible schools and libraries.

In early 2001, the FCC issued rules implementing CIPA and provided updates to those rules in 2011. What CIPA requires Schools and libraries subject to CIPA may not receive the discounts offered by the E-rate program unless they certify that they have an Internet safety policy that includes technology protection measures.

The protection measures must block or filter Internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors (for computers that are accessed by minors). Before adopting this Internet safety policy, schools and libraries must provide reasonable notice and hold at least one public hearing or meeting to address the proposal.

Schools subject to CIPA have two additional certification requirements: 1) their Internet safety policies must include monitoring the online activities of minors; and 2) as required by the Protecting Children in the 21st Century Act, they must provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.

Schools and libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing:

- Access by minors to inappropriate matter on the Internet;
- The safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
- Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- Measures restricting minors' access to materials harmful to them. Schools and libraries must certify they are in compliance with CIPA before they can receive E-rate funding.

CIPA does not apply to schools and libraries receiving discounts only for telecommunications service only.

An authorized person may disable the blocking or filtering measure during use by an adult to enable access for bona fide research or other lawful purposes.

## Addendum B - Confidentiality Agreement – To be completed and submitted with RFP

Effective on award date of contract, Georgia Cyber Academy, ("GCA") and \_\_\_\_\_  
hereby agree as follows:

1. GCA and \_\_\_\_\_ have determined that it is necessary and desirable that they exchange certain Confidential Information between them. As such, both parties will comply with FERPA law. (The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.)
2. Confidential information is any information regardless of format about an individual student and includes but is not limited to student number, social security number, transcripts/grades, conduct, health information, eligibility for special education programs, individualized educational programs, psychological and psycho educational evaluations, absenteeism, and exam papers. Without written permission, none of this information should be disclosed to persons outside the employ of the School unless it is the student, the student's parents or guardian, or an employee of the School who has a discernible need to know. All information about an individual employee related to financial records, health information, telephone number, home address, social security number, and any other information of a personally identifiable nature except that which is required to be disclosed under Georgia's Open Records' Act should not be disclosed except as required by the performance of \_\_\_\_\_ contractual duties and responsibilities without the written consent or as otherwise authorized by law. Confidential information of the School includes exams, testing protocols and assessments that you are notified are confidential and cannot be disclosed to anyone without proper authorization.
3. The recipient of Confidential Information agrees not to disclose such Confidential Information to any third party and to use at least the same level of care as it exercises with respect to its own Confidential Information, but not less than a reasonable degree of care, to prevent the disclosure of the Confidential Information to any third party.
4. The mutual obligations of confidentiality as set forth in Paragraph 3 above shall terminate with respect to any particular portion of Confidential Information when the recipient thereof can document that:
  - a) it was in the public domain at the time of disclosure hereunder;
  - b) it entered the public domain, through no fault of the recipient, after disclosure hereunder;
  - c) it was already in the recipient's possession free of any obligation of confidentiality at the time of disclosure and was not previously acquired directly or indirectly from the party disclosing the same hereunder;
  - d) it was developed by employees of the recipient independently and without reference

- to any Confidential Information obtained hereunder; or
- e) it was disclosed to the recipient without any confidentiality restriction by a third party having the bona fide right to make such disclosure.
5. Notwithstanding the foregoing, recipient may disclose Confidential Information if it is the subject of a subpoena or demand for production of documents in connection with any suit, arbitration proceeding, administrative procedure or before any governmental agency. In such event, recipient shall promptly notify the disclosing party and shall cooperate with the disclosing party in its attempts to protect the confidentiality of the Confidential Information such as by seeking a protective order from a court of competent jurisdiction.
  6. All materials including, without limitation, documents, models, apparatus, samples, and lists furnished to either party by the other and which contain or embody Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party promptly at its request with all copies made thereof, provided that GCA and \_\_\_\_\_ may keep one copy in a safe for archival purposes.
  7. Except for the mutual obligations of confidentiality as set forth in paragraph 3 above, this Agreement does not create any other obligation or confer any license or other right on either party with respect to any intellectual-property asset of the other party.
  8. Each of GCA and \_\_\_\_\_ agrees not to export, directly or indirectly, any technical data acquired from the other under this Agreement, or any products made utilizing any such data, to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.
  9. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia without regard to its conflicts-of-law provisions.
  10. In addition to all of the remedies otherwise available to a disclosing party, including, but not limited to, recovery of damages incurred in the enforcement of this Agreement, a disclosing party shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Agreement. All of a disclosing party's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. A receiving party acknowledges and agrees that a disclosing party's rights under this Agreement are special and unique and that any violation of this Agreement by a receiving party would not be adequately compensated by money damages alone. Upon termination or breach of this Agreement all copies of Software and all copies of the Documentation shall be returned to a disclosing party within 5 business days. A receiving party agrees that this obligation to return all copies of the Software and the documentation therefore shall be enforceable by a mandatory injunction entered without any bond.

**IN WITNESS WHEREOF**, GCA and \_\_\_\_\_ have caused this Agreement to be executed in duplicate by their respective, duly authorized officers in the spaces provided below.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

