



Quality Learning and Superior Performance for All

PURCHASING DEPARTMENT

441 Canton Highway Cumming, GA 30040
Phone: 770-781-6603 Fax: 770-888-0222

March 17, 2022

Instructure Inc.
6330 S. 3000 E
Ste.700
Salt Lake City, UT 84121
Attn: Christina Clayton

Dear Ms. Clayton:

This is to advise you that your company has been awarded a contract from our **RFP# P22-02, Learning Management System**. The effective date of this contract is July 1, 2022 and terminates on June 30, 2027.

This award is in accordance with the terms and conditions of the contract and with your attached pricing to remain firm for the entire contract period. This award letter is not an official order.

If you have any questions about this award, please contact Trey Tryan at 770-781-6603 or ttryan@forsyth.k12.ga.us. We appreciate your interest in the Forsyth County School System and your participation in our bidding process.

Sincerely,

Brad Richardson
Director of Procurement Services



Services Order Form

Order #: Q-237933-1
 Date: 2022-03-11
 Offer Valid Through: 2021-12-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Forsyth County Schools

Address: 1120 Dahlonge Highway
 City: Cumming
 State/Province: Georgia
 Zip/Postal Code: 30040
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: Brad Richardson
 Email: bradrichardson@forsyth.k12.ga.us
 Phone: 770-781-6603

Primary Contact

Name: Jason Naile
 Email: jnaile@forsyth.k12.ga.us
 Phone: +1 770 887 2461

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2023-06-30	User	10,000	USD 3.00	USD 30,000.00
Studio Cloud Subscription	2022-07-01	2023-06-30	User	10,000	USD 0.80	USD 8,000.00
24x7 Tier 1 Support (Faculty Only)	2022-07-01	2023-06-30	30% of Subscription (Minimums Apply)	1	USD 9,000.00	USD 9,000.00
Recurring Sub-Total						USD 47,000.00
Canvas - Implementation K12 Standard Bundle			Per Implementation	1	USD 25,000.00	USD 25,000.00
Studio Standard Implementation			Per Implementation	1	USD 1,500.00	USD 1,500.00
Canvas - Tier 1 Support Setup			One Time Fee	1	USD 500.00	USD 500.00
Onsite Training (2 Day) Travel Expenses Included			Per Each	1	USD 7,000.00	USD 7,000.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
Onsite Training (additional consecutive day) Travel Expenses Included			Per Each	1	USD 3,500.00	USD 3,500.00
Non-Recurring Sub-Total						USD 37,500.00
Year 1 Total						USD 84,500.00

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2023-07-01	2024-06-30	User	59,000	USD 3.00	USD 177,000.00
Studio Cloud Subscription	2023-07-01	2024-06-30	User	59,000	USD 0.80	USD 47,200.00
24x7 Tier 1 Support (Faculty Only)	2023-07-01	2024-06-30	30% of Subscription (Minimums Apply)	1	USD 53,100.00	USD 53,100.00
Recurring Sub-Total						USD 277,300.00
Year 2 Total						USD 277,300.00

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2024-07-01	2025-06-30	User	59,000	USD 3.00	USD 177,000.00
Studio Cloud Subscription	2024-07-01	2025-06-30	User	59,000	USD 0.80	USD 47,200.00
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 53,100.00	USD 53,100.00
Recurring Sub-Total						USD 277,300.00
Year 3 Total						USD 277,300.00

Year 4

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2025-07-01	2026-06-30	User	59,000	USD 3.00	USD 177,000.00
Studio Cloud Subscription	2025-07-01	2026-06-30	User	59,000	USD 0.80	USD 47,200.00
24x7 Tier 1 Support (Faculty Only)	2025-07-01	2026-06-30	30% of Subscription (Minimums Apply)	1	USD 53,100.00	USD 53,100.00
Recurring Sub-Total						USD 277,300.00
Year 4 Total						USD 277,300.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
Onsite Training (additional consecutive day) Travel Expenses Included			Per Each	1	USD 3,500.00	USD 3,500.00
Non-Recurring Sub-Total						USD 37,500.00
Year 1 Total						USD 84,500.00

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2023-07-01	2024-06-30	User	59,000	USD 3.00	USD 177,000.00
Studio Cloud Subscription	2023-07-01	2024-06-30	User	59,000	USD 0.80	USD 47,200.00
24x7 Tier 1 Support (Faculty Only)	2023-07-01	2024-06-30	30% of Subscription (Minimums Apply)	1	USD 53,100.00	USD 53,100.00
Recurring Sub-Total						USD 277,300.00
Year 2 Total						USD 277,300.00

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2024-07-01	2025-06-30	User	59,000	USD 3.00	USD 177,000.00
Studio Cloud Subscription	2024-07-01	2025-06-30	User	59,000	USD 0.80	USD 47,200.00
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 53,100.00	USD 53,100.00
Recurring Sub-Total						USD 277,300.00
Year 3 Total						USD 277,300.00

Year 4

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2025-07-01	2026-06-30	User	59,000	USD 3.00	USD 177,000.00
Studio Cloud Subscription	2025-07-01	2026-06-30	User	59,000	USD 0.80	USD 47,200.00
24x7 Tier 1 Support (Faculty Only)	2025-07-01	2026-06-30	30% of Subscription (Minimums Apply)	1	USD 53,100.00	USD 53,100.00
Recurring Sub-Total						USD 277,300.00
Year 4 Total						USD 277,300.00

Year 5						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2026-07-01	2027-06-30	User	59,000	USD 3.00	USD 177,000.00
Studio Cloud Subscription	2026-07-01	2027-06-30	User	59,000	USD 0.80	USD 47,200.00
24x7 Tier 1 Support (Faculty Only)	2026-07-01	2027-06-30	30% of Subscription (Minimums Apply)	1	USD 53,100.00	USD 53,100.00
Recurring Sub-Total						USD 277,300.00
Year 5 Total						USD 277,300.00
Grand Total:						USD 1,193,700.00

Deliverable	Description	Expiration
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A
Canvas - K12 Standard Implementation	As prescribed by your purchased implementation package, your implementation will include the following: <ul style="list-style-type: none"> • Access to Canvas consultants to guide your project, perform some tasks, and answer questions. • One Canvas instance • Access to API information, guides, public courses, and best practice documentation. 	12 Months
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	Unlimited access to core and advanced on-demand training content for teachers and admins and unlimited access to instructor-led online training through the Training Portal from Effective Date until the earlier of 12 months after subscription start date or the last date of the contracted subscription.	12 Months
Training Webinars - 6 Sessions - Standard	6 custom training webinar sessions of up to 90 minutes each. Training services will provide a recommended agenda, and customizations can be made based on client specific needs.	12 Months
Canvas Instance Configuration	Configuration of one Canvas instance, including URL and administrators. You will need to provide your desired URL and at least one name and email for an administrator.	12 Months
Standard Project Management	<ul style="list-style-type: none"> • Canvas consultants will be assigned for the duration of your implementation project (i.e., approx. 12 weeks) to give you targeted, one-on-one guidance and ensure your success. • Project will be managed using a shared project plan, which outlines all implementation tasks, assignments, and timelines. • Regular project check-in calls with your consultants provide best-practice advice, processes, and Q&A. • All project management will be performed remotely. 	12 Months
Standard Data Provisioning / Technical Consulting for Canvas Instance	<p>One-on-one data provisioning support to get your user data into Canvas, through one of the following methods: manual creation, CSV import, or SIS integration. Access to API documentation and Community guides will be provided. Excludes API-related coding/development.</p> <ul style="list-style-type: none"> • Manual provisioning and CSV imports are configured and tested by you with basic guidance from your Canvas consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) or perform SIS integration (including grade pass back). 	12 Months
Strategic Consulting - 10 Hours - Standard	<p>10 hours of remote consulting with a member of our Strategic Services team. Time spent will be tracked and reported to the client and may include contact time via phone or web conference or time spent preparing requested materials or deliverables. Strategic services will provide a recommended plan focused around successful adoption for the consultation time, and customizations can be made based on client specific needs.</p> <p>Services that may be delivered include:</p> <ul style="list-style-type: none"> * Interactive webinars on a variety of topics addressing rollout strategy and adoption best practices * Review and feedback of client's vision and goals * Review and feedback of client's strategic or change management plans * Consultation and guidance in development of a client change management strategy * Consultation and coaching on product adoption strategies and user buy-in * Guidance with Instructure products through institution initiatives * Planning templates, customizable frameworks, and resources that support planning or help with the connection between Instructure products and institution instructional frameworks and pedagogy 	12 Months
Studio Implementation	Implementation will include the following: * Creation of Studio Instance * Integration with Canvas via LTI * Admin creation and walkthrough	12 Months
Studio Webinar Training	Two hours of remote training content on utilizing Studio.	12 Months
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A

Deliverable	Description	Expiration
Onsite Training (2 Day) Travel Expenses Included	2 consecutive days onsite training inclusive of all costs. Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. A typical day includes six hours of training. Instructure reserves the right to deliver onsite service deliverables remotely or substitute with alternative remote formats due to company, state, local or other travel restrictions.	12 Months
Onsite Training (additional consecutive day) Travel Expenses Included	1 Day onsite training. Must be used consecutively with at least one, Onsite Training (1day) product. Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. A typical day includes six hours of training. Instructure reserves the right to deliver onsite service deliverables remotely or substitute with alternative remote formats due to company, state, local or other travel restrictions.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Annual Opt Out:

Each party has the option to cancel remaining subsequent years listed on the Order Form after each year by providing written notification to the other party no later than 60 days prior to the end of the current year. Any prepaid amounts to Instructure will not be refunded.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolio: <https://portfolio.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/master-terms-conditions>


In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

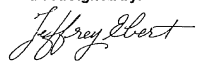
PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	Please email all US state sales tax exemption certifications to ar@instructure.com
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Forsyth County Schools

Signature:	
Name:	Dr Jeff Bearden
Title:	Superintendent
Date:	3/17/2022

Instructure, Inc.

Signature:	<div>DocuSigned by:  929AB7BF4E93409...</div>
Name:	Jeff Ebert
Title:	Sr. Manager, Deal Desk
Date:	3/11/2022