ATLANTA PUBLIC SCHOOLS
Procurement Services
130 Trinity Avenue, S.W.
4th Floor
Atlanta, Georgia 30303

Request for Proposal

For

Development of a Foreign Language Curriculum

January 17, 2012

RFP Number: 020712-02
Due Date: February 7, 2012
Time Due: 11:00 a.m. ET
NIGP Commodity Code(s): 961-17; 924-78; 924-16
ADVERTISEMENT FOR REQUEST FOR PROPOSAL

NOTICE TO PROPOSER:

Atlanta Public Schools invites proposals for the development of a foreign language curriculum.

Outstanding solicitations may be viewed at: http://www.atlantapublicschools.us/solicitations

Offerors should read the general terms and conditions at: http://www.atlantapublicschools.us/termsandconditions

If you are unable to download these documents, you may contact the assigned Procurement Officer: Joyce Carter at (404) 802-2593 or jcarter@atlantapublicschools.us

A pre-proposal conference will be held on January 23, 2012 at 11:00 a.m. ET via conference call. The call in number is 888-443-1721. Participation is no mandatory but strongly encouraged.

Proposals shall be accepted in the Office of Procurement Services of the Atlanta Public Schools, 130 Trinity Ave. S.W., 4th Floor Atlanta, Georgia 30303 up to 11:00 a.m. ET February 7, 2012 (as determined by the time stamp clock in the APS Department of Procurement Services).

Proposals delivered prior to the proposal close date and time are received during the normal business hours (between 8:30 a.m. ET and 5:00 p.m. ET) only. Deliveries attempted by any method (including mail, express courier, or in person) before 8:30 a.m. ET or after the time due CANNOT be accepted; therefore, we suggest that you submit proposals well in advance of the date and time due.

To ensure proper and timely routing of your proposal, packages shall be addressed to the attention of the assigned procurement officer indicated in the solicitation.

ATLANTA PUBLIC SCHOOLS

Randall Sellers
Director, Procurement Services

TENTATIVE TIMELINE

January 17, 2012 Release RFP to the marketplace
January 23, 2012 Pre-proposal conference at 11:00 a.m. ET
January 25, 2012 Deadline for written questions at 12:00 p.m. ET
January 27, 2012 Response to questions to be posted to the APS web
February 7, 2012 RFP due in Procurement Services by 11:00 a.m. ET
February 8, 2012 Administrative Review
February 10, 2012 Evaluation
February 15, 2012 Oral Presentation, if applicable
March 12, 2012 Recommendation to the APS Board of Education
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1.0 PURPOSE
1.1 The Atlanta Independent School System (hereinafter, “Atlanta Public Schools” or “APS”) is requesting proposals from qualified vendors to develop the foreign language curricula in Spanish, French, and Chinese programs taught in grades K-12, including both exploratory and full year core courses in middle school; provide teacher training and resources; and monitor the implementation of the curriculum.

1.2 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, sealed 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. Atlanta Public Schools, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Atlanta Public Schools.

2.0 CURRENT SITUATION
2.1 APS offers foreign language instruction in all elementary, middle, and high schools.

2.2 Languages offered are Arabic, Chinese, French, Latin and Spanish.

2.3 Elementary schools provide daily Foreign Language instruction to grades 1-5 or 4-5, depending on the program model for which they are approved. Spanish elementary programs utilize Nuevo Bravo Bravo (published by Santillana) which was adopted in 2010. French elementary programs use Visage and Image (a title by World of Reading) and Chinese elementary programs incorporate district designed scope and sequences as well as Better Chinese and Experiencing Chinese samples (no textbook has been adopted for any level of Chinese instruction). Spanish and French elementary teachers also have access to thematic units and lessons created by the International Center for Accelerated Learning (ICAL), a program purchased in 2002 by the district. While at one point ICAL units were a stand-alone curriculum, many current teachers have not been trained on these resources and are unable to effectively implement them.

2.4 Also in 2010, the titles Avancemos and Bien Dit (Holt) were adopted for grades 6-12. In addition to this, teachers have access to district-designed scope and sequences and model lessons for Spanish French and Chinese at the middle and high school levels. Exploratory programs at the middle school level do not have curricular resources and often use teacher designed materials with the aforementioned textbooks and/or ICAL resources.

2.5 Current student enrollment is approximately 49,096 with a teaching staff of approximately 3,600.
   a. Elementary (K-5) - 26,530 students at 59 schools.
   b. Middle (6-8) – 10,511 students at 15 schools.
   c. High School (9-12) 12,055 students at 12 schools.

3.0 SCOPE OF WORK
3.0 The scope of work for this project will include:
   a. Assessment of the existing district wide Foreign Language curricula of Spanish, French, and Chinese taught in grades K-12, including both exploratory and full year core courses in middle school.

   b. Development of new district wide Foreign Language curricula of Spanish, French, and Chinese taught in grades K-12, including both exploratory and full year core courses in middle school.

   c. Latin and Arabic curricular resources will not be included in this project.
d. The curricula will be developed to reflect the equivalent of a one unit credit in high school and a placement test for entry into Level I or Level II, for middle school students.

ey. The developed curricula will be in alignment with GPS K-12 criteria with the assistance and expertise of teacher committees.

f. The developed curricula will be in alignment with textbooks currently used with all levels and languages (see section 2.3 and 2.4).

g. Develop thematic units and end of the year performance-based assessments for each level of Foreign Language instruction.

h. Vendor will provide quarterly benchmarks for high schools that reflect scope and sequence.

i. Vendor will conduct an assessment of need and develop an instructional tool-kit to assist Foreign Language instructors with implementation of project goals.

j. The instructional tool-kit will consist of on-site and on-line professional development, webinars, DVD’s, in addition to, print and electronic resources for instructors.

k. In order to assist teachers with the implementation of the new curriculum, vendor will provide and/or assist with:
   1. The development of a plan to provide on-site support for teachers,  
   2. Conduct train the-trainer sessions: a group of 10-15 teachers will participate in 10 monthly training sessions per year at an APS site TBD facilitated by the vendor designated consultant,  
   3. Conduct quarterly workshops at an APS site TBD to assist groups of 30, identified teachers in best practices (including Second Language Acquisition theories) and assistance with management and coordination of curriculum and training activities all of which will be delivered at individual schools.

3.1 Objectives
The objectives of this project are:

a. To implement clear program model(s) at 100% of the middle schools (year long and exploratory courses) and develop curricula in all levels and languages taught in the Atlanta Public Schools.

b. APS is aiming to prepare students for high school by preparing a curriculum that will allow them to enter high school at a Level II or higher in the subject area of Foreign Language.

c. APS will develop a pilot using a “Best Practices” feeder pattern that will enable us to plan and demonstrate these objectives.

d. APS wants’ to ensure that there is GPS alignment with the newly developed curriculum and we will develop teacher committees to assist with alignment during the development stages, in addition to vendor support.

e. APS goals are to ensure that Foreign Language teachers engage in effective use of instructional time and teach 90% in the target language in all Foreign Language classrooms subsequently preparing students for success in High School Foreign Language courses.
f. APS plans to increase awareness and support at pilot schools and develop a plan that includes the use of both electronic and print resources to encourage 100% implementation of the newly developed curriculum.

3.2 Deliverables
The deliverables for this project are:

a. Provide analysis of feedback solicited from parents by APS.

b. Create a curriculum plan document to be used by each middle school (1 curriculum plan document should be created for each program model i.e. 4 nine week courses and full year). This will be developed with the assistance of a team that will consist of representatives from each SRT (maximum 10 teachers). The team will meet twice monthly (World Languages Coordinator will be present at one meeting each month).

c. Create a K-12 coherent curriculum including but not limited to: scope and sequences, thematic units, model lessons and common assessments for each level and language of instruction.

d. Create an articulation plan that will describe student placement for Middle School to High School Foreign Language.

e. Planning and implementation of a “best practices” K-12 Foreign Language pilot that includes all the schools in a selected feeder pattern (elementary, middle and high schools) to demonstrate best practices and expectations (i.e., instructional time, language/course offerings, target language instruction, etc.) and the appropriate use of K-12 Foreign Language instructional materials and technology (or possibly offer the same course as a pilot in each of the four SRT’s). The pilot process will consist of drafting, using and revising.

f. GPS alignment, to include the following:
   a. A series of planning workshops for K-12 Foreign Language teachers,
   b. Practical use of the developed curriculum,
   c. Development and delivery of thematic units,
   d. Common assessments for each level of K-12 world language instruction and alignment with instructional materials.

g. K-12 scope and sequence guides will be developed for each grade level. In order to support this effort each project year a meeting will be held in August to roll out the new curriculum, in addition to, two (2) webinars and a train-the-trainer session.

h. Create a teacher tool-kit that includes a minimum of four video lessons per level of instruction (K-12), appropriate curricular resources and hardware, materials and hardware for creating centers (junction boxes with headphones, etc.) and reference materials (DVD/CD Rom or available online). “Tool-kit” may also include flashcards, manipulative, realia-plastic food, etc. for no more than 150 teachers.

i. Development and facilitation of monthly on-site or online Foreign Language teacher professional development workshops to include best practices, curriculum, implementation, assessment and planning.

j. Development and facilitation of a minimum of four per year in-presence or online Foreign Language teacher professional development workshops that will include second language acquisition theory, linguistics and cultural knowledge (language and culture specific).
k. Assist in creating a model and schedule for on-site visits with teachers in need of additional support, as evidenced by teacher observation.

l. Provide assistance with planning and delivery of Parent Meetings during parent Open House events at participating K-12 schools to inform parents with regards to the scope and efforts of the program, including a prepared script and PowerPoint. Planning and delivery will be implemented with APS Foreign Language teachers at each school location. Additionally, preparation of a script and background or video for teachers to use will be needed.

m. Development and presentation of a workshop on effective classroom management. APS’ World Languages Coordinator will manage and coordinate curriculum and training activities with vendor.

3.3 Deliverables for Option Years:
   a. Ongoing professional development using the “train the trainer model” (up to 10 sessions per year).
   b. Additional model lessons and activities (3-5 per grade level).
   c. Creation of performance-based assessments for each unit of each grade level (a minimum of 5 per level)
   d. Site visits to monitor implementation (10 visits per month) with written feedback.
   e. Needs based professional learning based on site visits and observations (4 sessions per year)
   f. An analysis of grade level assessment and student performance data at the end of each year.

3.4 Optional Services - (Must be listed in proposal as Optional Services):
   a. Vendor will provide necessary hardware for teacher toolkit: DVD Player, recording devices, etc.
   b. Vendor will include all communication and printing expenses.
   c. Curriculum will include district specific software containing curricular resources and materials.
   d. Maintenance agreement for any electronic services provided.
   e. List any additional textbooks referenced for implementation of new curriculum.

3.5 Travel
   a. APS will not cover mileage reimbursement or other travel expenses.

3.6 Invoicing / Payments
   a. Invoices must be submitted on a quarterly basis upon completion of all milestones.

3.7 Reporting
   a. Vendor will be required to submit a detailed report of all activity performed each month including professional learning sessions.
4.0 GENERAL INFORMATION:
4.1 All communications regarding this solicitation must be with Joyce Carter, the assigned Procurement Officer for the APS.

4.2 All questions or requests for clarification must be sent by email to jcarter@atlantapublicschools.us.

4.3 By submitting a response to this request, the offeror accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in the General Terms and Conditions found on the APS web site at:

4.4 All addendums related to this solicitation will be posted on the APS website at http://www.atlanta.k12.ga.us, Quick Links, Purchasing, Outstanding Solicitations. It is the offeror’s responsibility to check the APS website for any addendums, responses to offeror questions or other communications related to this solicitation.

4.5 The Procurement Services Department calendar may be viewed on the APS web site at:

4.6 Selected vendors may be asked to participate in an oral presentation. Presentations may be via conference call or in person at an APS site.

4.7 Vendors selected to participate in the oral presentation will be notified once the initial evaluations have been completed.

5.0 VENDOR REQUIREMENTS
5.1 APS policy requires that all contractors, consultants, or vendors providing services on APS premises be fingerprinted and submit to a criminal record check initiated by APS prior to providing services to APS. There is a fee of $40.00 per individual payable by money order associated with the background check. The payment of this fee 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 APS.

5.2 Use of Subcontractors
a. If subcontractors will be used in the performance of this contract, vendor must complete and submit with its response the Primary Vendor/Subcontractor Utilization form.

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

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

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

e. 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.

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

g. APS reserves the right to require that a subcontractor be removed from the contract.
5.3 Vendor must complete and submit with their proposal the applicable documentation related to Georgia House Bill 87 (commonly known as the “Illegal Immigration Reform and Enforcement Act of 2011”).

5.4 Information on Georgia House Bill 87 may be viewed on the APS web site at:
   - http://www.atlanta.k12.ga.us
   - Quick Links
   - Procurement
   - E-verify

5.5 Failure to provide the required Georgia House Bill 87 documentation may result in the offeror’s response to the solicitation being deemed non-responsive and ineligible for evaluation.

5.6 The Atlanta Board of Education desires that the Atlanta Public Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any APS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than $50.00), which must be disclosed to the immediate supervisor and the Department of Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted. (Refer to Policy GAG and GAJB).

5.7 All contractors and vendors desiring to do business with the APS and/or to participate on APS contracts shall be required to comply with Board policy GAG, Staff Conflict of Interest. All vendors and contractors doing business with the APS shall provide all persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

5.8 Vendor must provide Project Consultants based in metro Atlanta.

5.9 Consultants assigned to this project must have experience in foreign language instruction at the supervisory level.

5.10 Consultants must be a certified foreign language specialist with at least ten (10) years experience in Foreign Language.

6.0 SUBMISSION REQUIREMENTS

6.1 Proposal shall be submitted as follows:
   - The entire proposal (including the required documents listed in section 6.4) on three (3) CD-ROMs.
   - All CD-ROMs should be labeled with the company name, solicitation name and solicitation number.
   - All information on CD-ROMs should be protected or in PDF file format.
   - The original and five (5) hard copies of the entire proposal. The original should be marked as such.
   - All hard copies should be submitted on loose leaf paper.
   - Failure to submit the required number of CDs and hardcopies requested may cause the proposal to be deemed non-responsive.

6.2 Pricing shall be submitted as follows:
   - The original and three (3) hard copies in a separate sealed envelope labeled pricing.
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- All hard copies should be submitted on loose leaf paper.
- Do not submit pricing on a CD-ROM.
- Failure to submit the required number of hardcopies requested may cause the proposal to be deemed non-responsive.
- A description of what is included for each item listed on the price proposal form.

6.3 Proposals, in the format requested in 6.1 and 6.2 shall be submitted together in a sealed package with the following information listed on the outside of the package:
- Full company name
- RFP name and number
- RFP due date and time
- Name of the assigned Procurement officer

6.4 The following must be completed and submitted with your proposal in a separate sealed envelope labeled required documents. Include on the outside of the envelope the full company name, solicitation name and solicitation number.
   a. Offeror affirmation form
   b. Offeror information form
   c. Offeror reference form
   d. Joint venture affidavit (if this will not be a joint venture, check the appropriate box on the form and return with your response)
   e. Primary vendor / subcontractor utilization (if subcontractors will not be used, check the appropriate box on the form and return with your response)
   f. Promise of non-discrimination
   g. Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1), if applicable
   h. Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
   i. Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
   j. Affidavit of Exception, if applicable
   k. Copy of local or state business license or permit
   l. Signature page to APS contract

6.5 No telephone, electronic or facsimile proposals will be accepted.

6.6 Any proposal received after the designated time and date due will not be considered by APS.

6.7 Proposals cannot be withdrawn after they are delivered to APS unless offeror makes a request in writing to the Director of Procurement Services prior to the time set for receiving bids, or unless the Director of Procurement Services fails to accept or reject the bids within one hundred and twenty (120) days after the date fixed for receiving said proposals.

6.8 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 the Director of Procurement Services. APS shall not be liable for any costs associated or incurred by offeror in conjunction with preparation of solicitation responses.

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

6.10 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 offeror agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of APS and that the person signing this bid is duly authorized to bid on behalf of the offeror.

6.11 Failure to provide the information listed in section 6.4 may result in rejection of the proposal. If further information is required to demonstrate responsibility such as providing copies of licenses or permits (other than those mentioned in 6.4(h)), certificates, etc., the offeror will be notified, in writing and given five (5) days from notification to supply such information.

6.12 Offeror shall submit the following information with the proposal. Offeror must reference each section as listed below.

**Section 1 – Company Qualifications and Experience**

a. Provide a brief history of the company including the number of years in business developing, revising, and editing existing Foreign Language programs and services.

b. Provide resumes of staff expected to be assigned to this project which includes:
   1. Qualifications and education
   2. Foreign Language Certification(s) held
   3. Duties and responsibilities for this project

c. Provide the name and contact information of the individual who will serve as the project manager for your company.

**Section 2 – Methodology / Operations**

a. Describe in detail how your company will plan and implement a “best practice” K-12 Foreign Language pilot including a proposed timeline.

b. Describe how your company will conduct an assessment of the Foreign Language Curriculum, including a proposed timeline.

c. Describe your company’s process to create curriculum plan documents to be used for each program.

d. Describe your company’s process of creating an articulation plan that describe student placement for Middle School to High School Foreign Language.

e. Describe your company’s on-site and on-line Foreign Language teacher professional development workshops and printed and electronic resources available to teachers.

f. Describe your proposed monthly train the trainer sessions including the following:
   1. Agenda for the training session including topics to be covered.
   2. Training materials that will be provided to APS.

g. Describe your proposed quarterly workshops including the following:
   1. Agenda for the workshop including topics to be covered.
   2. Training materials that will be provided to APS.

h. Provide a list of items in your company’s off-the-shelf “Tool Kit”.

i. Describe your company’s approach to informing parents of the implementation of APS Foreign
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Language program with regards to scope of efforts of the program and meetings during open house events.

Section 3 - Pricing
  a. Provide pricing on the APS price proposal form which is a separate Excel spreadsheet. Also provide a description of what will be included for each item listed on the price proposal form. Submit the price proposal form and supporting documentation in a separate sealed envelope labeled pricing.

  b. Provide pricing for all items included in optional services. Services must be listed as optional services on proposal form.

7.0 EVALUATION
7.1 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 awarded vendor to meet all specifications and guidelines set forth herein.

7.2 An APS evaluation committee will evaluate each proposal properly submitted. APS, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decisions by APS.

7.3 APS reserves the right during the evaluation process to contact offerors who submit proposals and request additional information or clarification necessary to complete the evaluation.

7.4 After the closing date and time, Procurement Services will conduct an administrative review of all proposals received to determine responsiveness. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review. Proposals that are deemed to be non-responsive will not be evaluated or considered for award.

7.5 Although proposals that do not contain pricing information will not be considered for an award, Atlanta Public Schools reserves the right to evaluate proposals on the non-price related criteria only. Proposals that do not meet at least 70% of the non-price criteria may not have price evaluated as a criterion.

7.6 APS will evaluate all proposals and reserves the right to develop a competitive range. The competitive range is defined as a group for competitive negotiation, as determined during the evaluation process, composed of only those proposals that are considered to have a reasonable chance of being selected for an award and who are, therefore, chosen for additional discussions and negotiations. Proposals not in the competitive range are given no further consideration.

7.7 The formula used to evaluate price is as follows:
(Lowest price / price of proposal being evaluated) x points available for price = score

7.8 Proposals will be evaluated on the following criteria:
  a. Company qualifications and experience
  b. Methodology and operations
  c. Pricing
  d. Vendor presentation if applicable

7.9 APS reserves the right to request a best and final offer (BAFO) from offerors during the evaluation process.
7.10 APS reserves the right to negotiate price, terms and conditions, which may be necessary or appropriate to meet the needs of the district.

7.11 Negotiations may be:
   a. Concurrent which may be conducted concurrently with multiple offerors or;
   b. Exclusive which may be conducted with the offeror whose proposal is the overall highest rated?

7.12 Exceeding Available Funds
In the event the pricing submitted by (a vendor or vendors) exceeds available funds, APS reserves the right to negotiate an adjustment of price with the (vendor or vendors.)

8.0 AWARD
8.1 Please be advised that it is the policy of the Atlanta Public Schools that all contracts be awarded without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror.

8.2 This contract shall be for one (1) base term (of one year or less) with two (2) one-year options to renew at the sole discretion of the Superintendent of APS. The contract will be conditional upon the offeror’s ability to comply with requirements set forth in the solicitation documents.

8.3 Offeror shall not begin work without a purchase order issued by APS’s Department of Procurement Services.

8.4 APS has selected as its owner’s representative, the World Language Coordinator, ESOL Department. Supervision of the contract will be performed by the owner’s representative or his/her designee.

8.5 The original and one (1) copy of an itemized invoice must be submitted to the Atlanta Public Schools Accounts Payable Department, P. O. Box 4659, Atlanta, GA 30302, (phone number 404-802-2400). Invoices must include the APS purchase order number and the ship to location where the goods and/or services were delivered. Invoices that do not include this information will be returned to the vendor. Separate invoices are required for each purchase order.

8.6 APS reserves the right to reject all proposals when such action is in the best interest of the district.

8.7 At the end of each contract term, the awarded vendor may request a price re-determination. Price re-determination requests must be submitted to the Procurement Services Contract Administrator ninety (90) days prior to the contract term expiration date accompanied by justification of price re-determination. APS may, at its discretion:
   a. Accept the proposed price re-determination.
   b. Reject the proposed price re-determination.
   c. Suggest an alternative price re-determination.

8.8 If APS rejects a proposed price re-determination the awarded vendor may:
   a. Continue with the existing pricing.
   b. Suggest an alternative price re-determination.
   c. End the contract.

8.9 Awards will be posted on the APS website at:
   • http://www.atlanta.k12.ga.us
   • Quick Links
   • Purchasing
   • Contracts Awarded
9.0 CONTRACT
9.1 By submitting a response to this solicitation, the offeror affirms that it has read and will accept all provisions of the contract as written and attached to this solicitation. Offeror also understands that these provisions are non-negotiable and that the contract is not legally binding upon the parties until executed by APS and offeror.

9.2 The offeror must sign and submit the contract signature page with the response to the solicitation. By doing so, the offeror acknowledges that it accepts the provisions of the APS contract as written.
ATLANTA PUBLIC SCHOOLS  
Development of a Foreign Language Curriculum  
NON-SUBMITTAL RESPONSE FORM  

RFP Name:  Development of a Foreign Language Curriculum  
RFP Number:  020712-02  

NOTE TO VENDOR:  
If your company’s response is a “non-submittal”, the Atlanta Public Schools is very interested in the reason for such response since APS desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.  

Please complete and fax this form to: (404) 802-1506  

Please indicate your reason for responding with a “non-submittal”:  

☐ Unable to meet the requirements for this solicitation.  
☐ Unable to provide the goods or services specified in this solicitation  
☐ Unable to meet time frame established for start and or completion of project.  
☐ Received too late to submit a bid. Received on: ____________________________  
☐ Please remove our company’s name from receiving similar type solicitations.  

Other (Please explain): ____________________________  

_____________________________________________  

Your response will be reviewed and placed in the solicitation file. Your input will assist APS in determining changes necessary to increase participation in the solicitation process.  

Company name  

Company address  

(______) ____________________________ (______) ____________________________  
Company telephone number Company fax number  

Primary company contact e-mail address  

Authorized company official signature  

Title  

Date
Company Name: ________________________________

RFP Name: Development of a Foreign Language Curriculum

RFP Number: 020712-02

After careful examination of the solicitation document in its entirety, Development of a Foreign Language Curriculum, Development of a Foreign Language Curriculum 020712-02 and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

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

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

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

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

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

Respectfully submitted,

______________________________

Company Name

______________________________

Address

__________________________________________

Authorized Official Name Signature

__________________________________________

Title Date

(________) (_______)

Business Telephone Number Fax

E-mail Address

The full names and addresses of persons and organizations interested in the foregoing Request for Bids as principals of the company are as follows:

________________________________________________________________________

The legal name of the bidder is: ____________________________________________
ATLANTA PUBLIC SCHOOLS
Development of a Foreign Language Curriculum

OFFEROR INFORMATION FORM
(This form must be completed and returned with your response)

RFP Name: Development of a Foreign Language Curriculum
RFP Number: 020712-02

Full Company Legal Name: ____________________________________________________________

Street Address: ___________________________________________________________________

City, State, Zip Code: __________________________________________________________________

Contact Name for Solicitation: __________________________________ Title: ________________

Telephone: ( ) __________ Fax: ( ) __________ E-mail: __________________________________

Contact Name for Contract: __________________________________ Title: ________________

Telephone: ( ) __________ Fax: ( ) __________ E-mail: __________________________________

Contact Name for Purchase Order’s: __________________________________ Title: ________________

Telephone: ( ) __________ Fax: ( ) __________ E-mail: __________________________________

Purchase orders may be delivered via e-mail or fax. Please indicate your preferred delivery method and provide an e-mail address or fax number where they should be sent.

E-mail ☐ __________ Fax ☐ ( ) __________

Company Web Site: __________________________________________________________________

State of Incorporation: __________ Taxpayer Identification Number: ______________________

Check one of the following:

☐ Independently owned and operated: ☐ An Affiliate or Division of:

Company Name: __________________________________

Address: __________________________________________________________________________

Does the company utilize an Affirmative Action Plan for Equal Employment Opportunity? Yes ☐ No ☐

Has the company implemented a compliance program in accordance with the Americans with Disabilities Act? Yes ☐ No ☐

Have any conditions or restrictions been placed on this proposal by the company that would cause it to be declared non-responsive? Yes ☐ No ☐

If recommended for award will company provide proof of insurance as required? Yes ☐ No ☐

Has the company ever been debarred from doing business with any federal, state or local agency? If yes please provide details and submit on a separate sheet Yes ☐ No ☐

Has the company ever defaulted on a contract or been denied a contract due to non-ability to perform? If yes please provide details on a separate sheet. Yes ☐ No ☐

Does the company accept payment by credit card? Yes ☐ No ☐

Is the company registered as a vendor with Atlanta Public Schools? Yes ☐ No ☐
ATLANTA PUBLIC SCHOOLS
Development of a Foreign Language Curriculum

OFFEROR REFERENCE FORM
(This form must be completed and returned with your response)

RFP Name: Development of a Foreign Language Curriculum
RFP Number: 020712-02

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Note: do not use Atlanta Public Schools as a reference.

References for: (Company Name)

1. Company: ________________________________________________________________
   Address, City, State, Zip: ___________________________________________________
   Name/title of Contact Person: ________________________________________________
   Telephone: ( ) Fax: ( )
   E-mail: _________________________________________________________________
   Provide the scope of work and date of project: ________________________________

2. Company: ________________________________________________________________
   Address, City, State, Zip: ___________________________________________________
   Name/title of Contact Person: ________________________________________________
   Telephone: ( ) Fax: ( )
   E-mail: _________________________________________________________________
   Provide the scope of work and date of project: ________________________________

3. Company: ________________________________________________________________
   Address, City, State, Zip: ___________________________________________________
   Name/title of Contact Person: ________________________________________________
   Telephone: ( ) Fax: ( )
   E-mail: _________________________________________________________________
   Provide the scope of work and date of project: ________________________________
Primary Vendor Name: ________________________________

If this will not be a joint venture, check this box: □

RFP Name: Development of a Foreign Language Curriculum
RFP Number: 020712-02

State of: ________________________________

County of: ________________________________

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

   **Joint Venture Company “A”**

   Company Name_________________________ Federal ID No._________________________

   Address: ________________________________

   City: __________________________ State: ___________ Zip: ______________

   Check all that apply:
   □ Sole Proprietorship
   □ Partnership
   □ Corporation
   □ N/A, other

   **Joint Venture Company “B”**

   Company Name_________________________ Federal ID No._________________________

   Address: ________________________________

   City: __________________________ State: ___________ Zip: ______________

   Check all that apply:
   □ Sole Proprietorship
   □ Partnership
   □ Corporation
   □ N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

   Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.
This Joint Venture Statement is executed so that the named contractors/companies, as one organization, may under such joint venture, bid upon said contract, and be awarded the contract if they should become the successful bidder therefore, any bid, bond and agreement relating to joint venture and each and every contractor name herein, severally and jointly. Simultaneous with the execution of the contract, the contractors entering into this joint venture shall designate and appoint a project manager to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said contract.

The Joint Venture shall be known as: __________________________________________

Principal Office Address: ___________________________________________________

City: _____________________________ State: __________ Zip: ________________

Telephone: (______) _____________ Fax: (______) _____________

3. On a separate sheet provide the following information and reference the section number:

A. Describe the capital contributions by each joint venture and accounting therefore.
B. Describe the financial controls of the joint venture. Will a separate cost center be established? Which joint venture company will be responsible for keeping the books? How will the expenses be reimbursed? What is the authority of each joint venture company to commit or obligate the other?
C. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
D. Describe the estimated contract cash flow for each joint venture company.
E. How and by whom will the on-site work be supervised?
F. How and by whom will the administrative office be supervised?
G. Which joint venture company will be responsible for material purchases including the estimated cost thereof? How will the purchases be financed?
H. Which joint venture company will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
I. Describe the experience and business qualifications of each joint venture company.
J. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
ATLANTA PUBLIC SCHOOLS
Development of a Foreign Language Curriculum

JOINT VENTURE AFFIDAVIT

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with the above captioned contract, we each do hereby authorize representatives of the APS, Department of Procurement Services, Office of Contract Administration, to examine, from time to time, the books, records and files to the extent that such relate to this APS solicitation.

We bind the contractors for whom we respectively execute this Joint Venture Statement in firm agreement with the APS, that each of the representations herein set forth is true.

Subscribed and sworn before me

this ___________ day of _______________ 20____.

(A) ____________________________________________
Name of Contractor/Company A

My commission expires: _________________ By: ___________________________ (L.S.)

_____________________________________________ Print Name

Subscribed and sworn before me

this ___________ day of _______________ 20____.

(B) ____________________________________________
Name of Contractor/Company B

My commission expires: _________________ By: ___________________________ (L.S.)

_____________________________________________ Print Name
ATLANTA PUBLIC SCHOOLS
Development of a Foreign Language Curriculum

PRIMARY VENDOR / SUBCONTRACTOR UTILIZATION
(This form must be completed and returned with your response)

RFP Name: Development of a Foreign Language Curriculum
RFP Number: 020712-02

Primary Vendor Name: ________________________________
If subcontractors will not be used check this box: □

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: ______________________________________
Street Address: ______________________________________
City, State, Zip: ______________________________________
Telephone: (____)______________  Fax: (____)___________
Primary Contact: _____________________________________
E-mail Address: ______________________________________
Services to be provided: ______________________________________

Company Name: ______________________________________
Street Address: ______________________________________
City, State, Zip: ______________________________________
Telephone: (____)______________  Fax: (____)___________
Primary Contact: _____________________________________
E-mail Address: ______________________________________
Services to be provided: ______________________________________

Company Name: ______________________________________
Street Address: ______________________________________
City, State, Zip: ______________________________________
Telephone: (____)______________  Fax: (____)___________
Primary Contact: _____________________________________
E-mail Address: ______________________________________
Services to be provided: ______________________________________

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In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of the APS, each potential vendor shall be required to submit to the APS Office of Contract Administration, a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for APS, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

“Know All Men by These Presents, that I/We,

__________________________________________
Authorized Company Representative Name(s)

__________________________________________
Authorized Company Representative Title(s)

__________________________________________
Name of Company

(Hereinafter “Company”), in consideration of the privilege to bid on contracts funded in whole or in part by Atlanta Independent School System (hereinafter, “APS”), hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability in connection with any bid submitted to APS, or the performance of any contract resulting there from;

(2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females:

(3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company and APS remains in force and effect;

(4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with APS; and

(5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the APS to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

________________________________________________________________________
Solicitation Name

________________________________________________________________________
Solicitation Number

________________________________________________________________________
Authorized Company Representative Name

________________________________________________________________________
Authorized Company Representative Signature

________________________________________________________________________
Date
ATLANTA PUBLIC SCHOOLS
Development of a Foreign Language Curriculum

Contractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (l)

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

__________________________________________________________________________________
Federal Work Authorization User Identification Number

__________________________________________________________________________________
Date of Authorization

__________________________________________________________________________________
Name of Contractor

__________________________________________________________________________________
Name of Project

__________________________________________________________________________________
Atlanta Public Schools
Name of Public Entity

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on __________________________, 20___
in ________________________________ (city), ________ (state).

__________________________________________________________________________________
Signature of Authorized Officer or Agent

__________________________________________________________________________________
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me
On This the _______ Day Of __________________________, 20___.

__________________________________________________________________________________
Notary Public

My Commission Expires: ___________________________________________
Subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _______________ (name of contractor) on behalf of Atlanta Public Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Atlanta Public Schools

Name of Public Entity

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ____________________________ , 20__
in ____________________________ (city), _______ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me
On This the _______ Day Of ________________________, 20___.

Notary Public

My Commission Expires: _________________________
Sub-subcontractor Affidavit of Compliance under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for ___________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and ___________________ (name of contractor) on behalf of Atlanta Public Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to ___________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to ___________________ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

______________________________________________________________
Date of Authorization

______________________________________________________________
Name of Contractor

______________________________________________________________
Name of Project

Atlanta Public Schools
Name of Public Entity

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

Executed on ___________________, 20___
in _____________________________ (city), ______ (state).

Signature of Authorized Officer or Agent

______________________________________________________________
Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me
On This The _______ Day Of ____________________________, 20___.

Notary Public

My Commission Expires: ________________________________
Affidavit of Exception

I attest that I am exempt from providing an Affidavit of Compliance to Atlanta Public Schools pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

__________ I am a sole proprietor with no employees, subcontractors or sub-subcontractors and I will not use employees, subcontractors or sub-contractors for any work performed for Atlanta Public Schools.

*In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver’s license.
(Please see http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigration_status_7_26_11.pdf for a list of driver’s licenses from alternative states that can be submitted in lieu of a Georgia driver’s license.)

__________ My company/firm will render services to Atlanta Public Schools; however, the services will not be rendered in the State of Georgia.

__________ My company/firm will only provide goods to Atlanta Public Schools and will not render any physical services to Atlanta Public Schools.

Vendor Name: __________________________________________________________

Name of Project: _________________________________________________________

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

Executed on ____________________________, 20___
in ________________________________(city), _______(state).

Signature of Authorized Officer or Agent
______________________________________________________________

Printed Name and Title of authorized Officer or Agent
______________________________________________________________

Subscribed and Sworn Before Me
On This The ________ Day Of ____________________________, 20___.

______________________________________________________________

Notary Public

My Commission Expires: ____________________________________________
ATLANTA PUBLIC SCHOOLS
Development of a Foreign Language Curriculum

SOLICITATION CHECKLIST
(This form must be completed and returned with your response)

RFP Name: Development of a Foreign Language Curriculum
RFP Number: 020712-02

The following items must be completed and submitted with your response. Note: only return pages on which your company has included a response.

Submitted

1. □ Reviewed addendum(s) posted to the APS website (if applicable).
2. □ The original and five (5) hard copies of the proposal.
3. □ The proposal on five (5) CD-ROMs. All information on CD-ROM should be protected or in PDF file format.
4. □ Offeror affirmation form.
5. □ Price proposal form (separate Excel spreadsheet)
6. □ Offeror information form.
7. □ Offeror reference form.
8. □ Joint venture affidavit form
9. □ Primary vendor / subcontractor utilization form.
10. □ Promise of non-discrimination form
11. □ Promise of non-discrimination Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1), if applicable
12. □ Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
13. □ Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
14. □ Affidavit of Exception, if applicable
15. □ Copy of local or state business license or permit.
16. □ Review and accept the General Terms and Conditions
17. □ Review and accept all provisions of the contract by executing and returning signature page

How did you hear about this solicitation?
☐ APS Website
☐ Georgia Procurement Registry
☐ Other (please list) ____________________________________________

Company Name ________________________________________________

______________________________________________________________
Signature of Authorized Company Representative                      Date ____________________________
AGREEMENT BETWEEN

ATLANTA INDEPENDENT SCHOOL SYSTEM

AND

[VENDOR]

FOR

Development of a Foreign Language Curriculum

SOLICITATION NO.: 020712-02
STATE OF GEORGIA
COUNTY OF FULTON

This agreement (“Agreement”) is made and entered into as of the ___ day of ______, 2012 by and between the Atlanta Independent School System a/k/a the Atlanta Public Schools, an independent school system chartered under the laws of the state of Georgia, having a headquarters at 130 Trinity Avenue, S.W., Atlanta, GA 30303 (hereinafter referred to as “APS”) and, VENDOR NAME, Inc. a company organized and existing under the laws of the state of [______] located at VENDOR ADDRESS (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, APS sought proposals from vendors to provide _____________ in Solicitation No. _____________; and

WHEREAS, Contractor has submitted a proposal to APS for providing said services; and

WHEREAS, the Director of Purchasing has recommended that Contractor be awarded a contract to provide _____________ to APS.

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do agree as follows:

ARTICLE I. DEFINITIONS

1.1 Contract Documents.
The Contract Documents relative to this Agreement consist of:

   a. This APS-Contractor Agreement and all Exhibit Attachments;
   b. Solicitation No. _____________;
   c. The Contractor’s Response to the above-numbered Solicitation
   d. The Official Award Letter dated _______; and
   e. Board Report No. __________________________

This Agreement together with the aforementioned documents collectively forms the Contract, and all are as fully a part of the Contract as if attached to this Agreement herein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

1.2 Inconsistency.
Any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both APS and Contractor attached hereto), the Solicitation (including any subsequent addenda), and Contractor’s
Response, any inconsistency or conflict shall be resolved as follows:

a. First, by giving preference to the specific provisions of this Agreement; any accepted amendments; any applicable Scope(s) of Services; and any applicable Payment and Payment Terms Schedule;

b. Second, by giving preference to the specific provisions of the Solicitation, attached hereto as Exhibit A;

c. Third, by giving preference to the specific provisions of Contractor’s Response, attached hereto as Exhibit B, except that objections or amendments by a Contractor that have not been explicitly accepted by APS in writing shall not be included in this Agreement and shall be given no weight or consideration.

1.3  Intent of References to Bid Documents.
The references to the parties’ obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the Solicitation and the Contractor’s Response. The failure of the parties to make reference to the terms of the Solicitation, or the Contractor’s Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation, and the Contractor’s Response. The contractual obligations of APS cannot be implied from the Contractor’s Response.

ARTICLE II.  SCOPE OF CONTRACT

2.1 The purpose of this agreement is as follows: To provide _______________ to the district on an as needed basis.

2.2 Contractor will provide the services to APS in the manner defined in Section ____ of Solicitation No. _________ attached hereto and incorporated herein by reference.

ARTICLE III.  TERM

The period of this agreement shall consist of a series of Terms as defined below.

3.1  Commencement Term.
The “Commencement Term” of this agreement shall begin on the ____ day of _____________, in the year 2012, (the “Starting Date”) and shall end absolutely and without further obligation on the part of the District on the 31st day of December 2012. The Commencement Term is subject to Events of Termination as defined within this Agreement.

3.2  Subsequent Term.
Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above; or unless an Event of Termination as defined within this Agreement occurs during the Commencement Term, this agreement shall be renewed automatically for one (1) “Subsequent Term”. The Subsequent Term shall begin on the 1st day of January, 2013 and shall end no later than the _____day of _______, 2013. If the District chooses not to exercise an Optional Renewal Term as provided in this Section, then the Subsequent Term shall also be deemed the “Ending Term” with no further obligation on the party of either party.

3.3 Optional Renewal Terms.
Upon thirty (30) days’ prior written notice evidenced by a written renewal letter from APS specifying the effective date and the length of the Optional Renewal Term, APS shall have the option to renew this Agreement under its otherwise same terms and conditions for ______ (__) one-year “Optional Renewal Terms”. All Optional Renewal Terms for this Agreement shall be exercised by the parties executing a written renewal letter which shall be incorporated herein by reference. All Optional Renewal Terms are subject to the Events of Termination as defined within this Section.

3.4 Events of Termination.
All “Terms” as defined within this Section are subject to Events of Termination as defined within this Agreement.

3.5 Same Terms.
Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Subsequent or Optional Renewal Terms shall be exactly the same as those contained within in this Agreement.

3.6 Statutory Compliance Regarding Purchase Contracts.
The parties intend that this agreement shall, and this agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 20-2-506, as applicable, and in the event that this agreement would conflict therewith, then this agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES

4.1 Performance.
APS hereby engages Contractor for the purpose of providing __________ services outlined in Section ______ of Solicitation No. __________ and Contractor agrees to provide said goods or services to or for APS, and to perform all other tasks required by the Contract Documents.

Contractor by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily
possessed by other members of its profession and further represents that in the performance of the Services herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect and shall be liable for failure to exercise such degree of care, learning and ability. Any equipment, supplies, or materials used in the performance of this contract shall be at the expense of the Contractor.

4.2 Contractor’s Responsibilities.
It is the Contractor’s responsibility to comply with all of the terms and conditions of this contract as set forth in Solicitation No. ____________, the General Conditions, Special Conditions, all Other Contract Documents and special attachments and exhibits hereto. The Contractor is expected to make every effort to support the mission and duties of the Atlanta Public Schools.

Employees of the APS/Atlanta Board of Education are not permitted to work under this contract, nor can they have ownership in a company that bids for or works under this contract, either as a prime contractor or as a sub-contractor. Any breach of this provision shall result in immediate termination of this contract and termination of employment with the Atlanta Public Schools.

4.3 Contractors Responsibilities – Personnel.
The Contractor is solely responsible for all matters concerning the recruitment, performance and retention of his/her personnel. The Contractor must fully comply with all federal, state, and local laws/regulations regarding employment and immigration, including, but not limited to, nondiscrimination, compensation, taxation, and benefits.

Contractor may, at APS’ request provide personnel to provide ______________ services to APS. Persons assigned by Contractor to provide ______________ services to APS must possess all licenses, training and certifications required by the State of Georgia. If personnel are assigned by Contractor, Contractor is responsible for paying the wages of Contractor’s personnel and will be responsible for withholding and remitting all income and social security taxes from their wages and for paying workers’ compensation insurance premiums, state and federal unemployment insurance taxes and the employer’s share of social security taxes on their behalf.

Contractor recognizes that personnel who are assigned to provide ________ services may have access to certain information which may be proprietary and confidential. Contractor will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person.

Contractor agrees to relinquish to APS any and all proprietary rights which they may have in work product created or contributed to by the personnel while on assignment.
4.4 Warranty.
Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee for Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding, after notice and hearing, APS shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. Further Contractor warrants that any equipment, computer hardware and or software supplied pursuant to this Contract meets the specifications proffered by Contractor and is suitable for the purposes proposed by Contractor and outlined in this Agreement.

ARTICLE V. FINANCIAL ARRANGEMENTS

5.1 Payment Terms
This Agreement states the total obligation of APS to the Contractor for compensation for the Services to be performed hereunder. APS will pay for services rendered and for accepted goods in accordance with the terms and hourly rates set forth in the Contractor’s Response to the Solicitation and Contractor’s Best and Final Offer attached hereto as Exhibit B and incorporated herein by reference.

5.2 Compensation and Payment.
APS shall pay Contractor for the satisfactory performance of the work and satisfactory delivery of deliverables solicited, approved and accepted under this Agreement. Contractor acknowledges and agrees that this is a nonexclusive requirements type contract. Regarding Contractor’s provision of services under this contract, APS will utilize Contractor’s services on an as needed basis and as such APS will only be responsible for payment for services related to Solicitation No. _________ that are satisfactorily performed and meet APS' required specifications.

Contractor further acknowledges and agrees that the value of this contract shall not exceed ________________ Dollars ($______.00); however, APS is under no obligation to solicit work totaling this amount and Contractor will only be paid for services rendered.

Contractor shall submit periodic invoices in triplicate detailing the services performed and payments shall be made in accordance with APS Finance Department’s payment procedures.

Any delay in the approval of an invoice or any delay in the payment will not excuse failure-to-perform by the Contractor. APS shall have fifteen (15) days to
approve or disapprove an invoice. Once approved, APS will have thirty (30) days to pay any approved invoiced.

5.3 Payments Withheld.
APS may decline to approve an invoice and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect APS from loss, because of any of the following:

a. Services not performed in accordance with the terms of this Agreement and which have not been remedied in accordance with this Agreement;
b. Contractor supplies APS with nonconforming goods and fails to cure the deficiency (at Contractor’s sole expense) to APS’ reasonable satisfaction in accordance with this Agreement;
c. Persistent failure of the Contractor to perform or provide its good or services in accordance with the contract schedule and the milestones established;
d. Liens filed by the Contractor’s sub-consultants or subcontractors or third party claims based on the Contractor’s failure to make payments for services performed or materials provided;
e. Failure of the Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided; or
f. Damage to the APS or to another contractor by the Contractor.

5.4 Final Payment.
The acceptance of final payment shall, after the date of completion of the Services required under this Agreement, constitute a release and a waiver of all claims by the Contractor for payment for Services relating to or arising out of, in any way, this Agreement (and any amendments thereto) against the Board of Education of the City of Atlanta, Atlanta Public Schools, Atlanta Independent School System, and their respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns of and from any and all claims, actions or causes of actions, charges, damages, liabilities, responsibilities, demands, liens, judgments or suits of any kind or nature whatsoever, whether in law or equity, for damages of every kind, character or description, as well as all costs, expenses, including attorney fees and cost of litigation, compensation, consequential damages, or any other claim which Contractor has, may have, or claims to have in the future, whether known or unknown, relating to or arising out of in any way this Agreement (and any amendments thereto) between APS and Contractor.

5.5 Accounting Records.
All records of expenses pertaining to this Agreement shall be kept on a sound accounting basis. Contractor shall maintain full and complete records and such records shall be available for review to the APS or its authorized representative at mutually convenient times. All records must be maintained
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for a minimum of three (3) years after the final payment by the APS or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three-year period. In addition, APS shall have the authority to audit any and all records pertinent or relative to the Contract, the Contractor’s records and any and all of its sub-consultants’ records pertinent or relative to the Contract, at any time for a period of at least three (3) years after close-out of the contract and Contractor shall surrender such records upon request and provide access to the APS and any reviewing agencies during such period.

5.6 Risk of Loss for Delivery of Goods
For all goods purchased by APS under this Agreement, Delivery shall be FOB buyer’s place of business.

Insurance during shipment and until the goods are accepted by APS is the responsibility of the Contractor.

5.7 Rejection or Revocation of Acceptance of the Goods
All goods are subject to final inspection and acceptance within a reasonable time after delivery and the right to reject defective or non-conforming goods is reserved despite any prior inspection by APS.

ARTICLE VI. CONFIDENTIALITY

6.1 Definition
Confidential information is defined as follows:

a. Any information about the Atlanta Independent School System or its business that is:
   1. Stamped "Confidential"; or
   2. Identified in writing as confidential to Contractor or any of its representatives by or on behalf of APS at the time of or promptly following the information’s written or oral disclosure and

b. All notes, analyses, compilations, studies, summaries, and other material (tangible or intangible), however documented, containing or based, in whole or in part, on any information described in subsection (a) above (collectively, the "Derivative Materials").

Despite any other provision in this Section, the failure by APS to identify information as Confidential Information is not an acknowledgement of admission by APS that the information is not confidential or a waiver by the APS of any of its rights with respect to the information.

Despite the definition of "Confidential Information" the term "Confidential Information" does not include information that Contractor demonstrates:
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a. was or becomes generally publically available, other than as a result of a disclosure by Contractor or any if its Representatives in violation of this Agreement.

b. is in the lawful possession of the Recipient or any of it is Representatives prior to its disclosure by or on behalf of APS or any of its Representatives; or

c. was or becomes available to Contractor or any of its Representatives on a non-confidential basis prior to its disclosure by or on behalf of APS or its Representatives from a third party that to Contractor's knowledge after due inquiry is not bound by a similar duty of confidentiality (contractual, legal, fiduciary or other).

6.2 Contractor's Obligation Regarding Confidential Information
During and after the term of this Agreement, Contractor shall take all commercially reasonably measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its confidential information of a similar nature. Without limiting the effect of the preceding sentence, Contractor will take commercially reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Agreement and to prevent any disclosure of the Confidential Information by any of them.

Contractor shall give prompt written notice to APS of any unauthorized use or disclosure of the Confidential Information and shall assist APS in remedying each unauthorized use of disclosure. Giving assistance does not waive any breach of this Section by Contractor, nor does acceptance of the assistance constitute a waiver of any breach of this Section.

6.3 Breach of Confidentiality
Contractor acknowledges and agrees that an award of money damages is inadequate for any breach of this Section by Contractor or any of its Representatives; and that any breach causes APS irreparable harm. Therefore, in the event of any breach or threatened breach of this Section by Contractor or any of its Representatives, APS is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

6.4 Georgia Public Records.
APS must comply with the Georgia Open Records Act OCGA 50-18-70 et. seq. (“the Act”) and release public documents as defined by the Act upon request, including this Agreement and all records created and maintained in relation to this Agreement.

However, OCGA 50-18-72(a) exempts student educational records which shall be kept confidential as required by the Family Educational Rights and Privacy Act (“FERPA”), its supporting regulations, and Georgia law.
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Contractor shall comply with all provisions of the Act and FERPA and make records pertaining to the performance of services or functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the Act.

The Contractor shall comply with Federal and State laws and regulations regarding confidentiality of student records.

ARTICLE VII. TERMINATION

This Agreement may be terminated on the following conditions (the following termination provisions are in addition to those set forth in the bid documents):

a. In the event Contractor fails to fulfill its contract obligations, APS shall give written notice to the Contractor of the Contractor's alleged default, and provide the Contractor thirty (30) days in which to cure such default. Should Contractor fail to cure such default within thirty (30) days of receipt of written notice, APS may by ten (10) days written notice to Contractor terminate this contract, in whole or in part, because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of such notice, Contractor shall deliver to APS all materials which may have been prepared for or accumulated by the Contractor in the performance of this contract, whether completed or in process. Additionally, the Contractor will return all of APS's property, when applicable, at the Contractor's expense within thirty (30) days of the termination of the contract.

If the contract is terminated for default, APS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due to the contractor or that may thereafter become due to the contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted. If monies due to the contractor are not sufficient to satisfy the debt, the Contractor shall pay any monies due to APS within thirty (30) days of written notice. Price paid by APS in such event shall be the prevailing market price at the time the substitute purchase is made.

b. APS may, at any time upon thirty (30) days prior written notice to the Contractor, terminate (without prejudice to any right or remedy of the APS) the whole or any portion of the Agreement for the convenience of the APS. If APS terminates the whole or any portion of this Agreement at APS's convenience, then the APS shall only be liable to the Contractor for the Services satisfactorily provided and or performed by the Contractor up to the date of termination. Upon receipt of such notice of termination the
Contractor shall discontinue and cause all work under this Agreement to terminate upon the date specified in the said notice.

c. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to comply with any term or condition of this Agreement, then APS may, without prejudice to any right or remedy, and after giving notice as required by this Section, terminate this Agreement by giving ten (10) days prior written notice of such termination specifying its effective date. In the event that Contractor has committed any illegal act or fails to maintain proper licensing or obtain proper permits, then APS may, without prejudice to any right or remedy, terminate this agreement by giving forty-eight hour (48) notice.

d. This Contract may be terminated by APS if APS gives the Contractor a written Non-renewal Notice no less than 15 days prior to any automatic renewal date under the contract. The Non-renewal Notice will evidence APS’ intention not to renew this Agreement for the Subsequent Term or Ending Term;

e. This Contract may be terminated by APS, effective immediately with no further obligation on the part of APS, as determined by either of the following: (i) APS’ failure to appropriate for each Fiscal Year, by July 1 of such year, moneys sufficient to pay for fees due for APS’ ensuing Fiscal Year; or (ii) APS’ determination that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the school system under this Agreement.

f. Contractor may terminate this contract if APS fails to make timely payment (within 30 days of invoice) Prior to terminating the agreement, Contractor shall provide 15 days written notice to APS, notifying APS of its failure to pay. APS may cure its default within 15 days of receipt of the notice.

ARTICLE VIII. INSURANCE

8.1 General Insurance Requirements.
The following general insurance requirements apply to any and all work under this contract by all Contractors and Subcontractors of any tier:

a. Contractor shall provide insurance as required by the Contract Documents. Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to
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the satisfaction of APS. Any and all insurance must be on an occurrence basis. No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with, and until evidence of all insurance requirements in each and every contract, with each and every Subcontractor of any tier, and shall require the same to comply with all such requirements.

b. APS shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies.

c. APS shall be given no less than thirty (30) days notice of cancellation. APS shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this contract. APS shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

d. Each and every agent shall warrant when signing the Certificate of Insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Georgia and is currently in good standing with Commissioner of Insurance for the State of Georgia.

e. Any and all companies providing insurance required by this contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the Certificate of Insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
   1. Best’s Rating not less than A, and
   2. Best’s Financial Size Category not less than size VII.

f. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is canceled for any reason, APS 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 Contractor or APS shall have the right to cancel the contract.

8.2 Worker’s Compensation and Employer’s Liability Insurance.
The Contractor shall procure and maintain Workers’ Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to
cover each and every employee who is or may be engaged in work under this contract.

<table>
<thead>
<tr>
<th>Workers’ Compensation</th>
<th>Statutory</th>
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<tbody>
<tr>
<td>Employer’s Liability</td>
<td></td>
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<tr>
<td>Bodily Injury by Accident</td>
<td>$100,000 each accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$100,000 each employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 policy limit</td>
</tr>
</tbody>
</table>

This requirement does not apply to any business that has regularly in service less than three employees in the same business within the state of Georgia.

8.3 Comprehensive General Liability Insurance.
The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than $1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

1. Comprehensive Form
2. Contractual Insurance
3. Personal Injury
4. Broad Form Property Damage
5. Premises-Operations
6. Completed Operations

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 basis.

8.4 Automobile Liability Insurance.
The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than $1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and non-owned vehicles to be covered

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor’s personal automobile policy or the Comprehensive General Liability coverage required under this contract.

8.5 Crime Insurance.
The Contractor shall procure and maintain Crime Insurance to include coverage of theft of APS’ property by Contractor’s personnel. Coverage shall be
in an amount not less than $100,000 per occurrence.

ARTICLE IX. Contractor's Personnel and Staffing

9.1 Contractor warrants that all persons assigned to perform the Services under this Agreement are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by APS. All of Contractor’s or any subcontractor’s personnel shall comply with the confidentiality requirements of the Agreement and the security requirements of APS while on school property or at a school related function. In the event that any of Contractor’s or subcontractor’s personnel do not comply with such confidentiality and security requirements, APS may have the personnel removed from the premises.

9.2 All persons assigned to perform the Services under this Agreement shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If APS believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Agreement, APS shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at APS’ request, immediately replace such person with another person acceptable to APS and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

9.3 Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Agreement.

ARTICLE X. APS Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment

10.1 APS does not discriminate on the race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law in any educational programs or activities or in employment policies and practices. Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.

10.2 APS prohibits unlawful discrimination or harassment including sexual harassment. Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.

10.3 APS may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.
ARTICLE XI.  Drug/Alcohol/Tobacco/Weapons Free Workplace

11.1 Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Georgia law, during the performance of this Agreement while on school premises or at school related functions. Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Georgia law and the federal “Drug-Free Schools Act,” on school property, at school related functions, or within 1000 feet of school property or school functions. Contractor and all Subcontractors, if any, also shall adhere to all APS’ policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

11.2 APS may suspend or terminate Contractor, Subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

ARTICLE XII.  Sales Tax.
APS is exempt from sales tax and shall not pay any sales tax under this Agreement. APS, upon written request, will provide Contractor with applicable sales tax exemption certificates.

ARTICLE XIII.  No Warranty Disclaimer
Contractor warrants that its services or goods or both fit the need or purpose of the Invitation to Bid or the Request for Proposal in Exhibit A. Contractor cannot disclaim these warranties.

ARTICLE XIV.  GENERAL TERMS AND CONDITIONS
14.1 Assignment and Modification.
The Contractor shall not assign, or transfer any interest in this Agreement without the prior written consent of APS. No modification of this contract shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

14.2 Subcontractors.
Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Board.

14.3 Third Party Beneficiaries.
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This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

14.4 Ownership.
Except as provided herein, all rights and ownership of materials or products, tangible and intangible, produced under or as a result of this contract shall become the property of the APS upon payment of the consideration specified herein. APS reserves all rights, including without limitations, the copyright of materials produced under this contract.

14.5 Indemnification.
APS shall not be liable for any injuries incurred by the Contractor or any of its employees or agents during the performance of Contractor's duties as outlined in this Agreement. The Contractor agrees to indemnify, hold harmless and defend APS, its officers, agents and employees from and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorney fees) and/or causes of action out of any alleged negligence or misconduct of the Contractor and for which APS, the Atlanta Board of Education, its agents, servants or employees are alleged to be liable.

The Contractor further agrees to indemnify, hold harmless and defend the Board, APS, its agents, servants and employees from and against any claim, demand, liability, loss, charges, expenses (including attorney fees) and/or causes of action of whatever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the Board, its agents, servants or employees are alleged to be liable.

The Contractor further agrees that its agreement to indemnify and hold harmless the APS, its officers, agents and employees shall not be limited to the limits of any insurance that may be required under this Agreement.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the Board's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

This paragraph represents the entire agreement between the parties regarding indemnification and replaces any other references to indemnification in Contract Documents.

14.6 Disputes.
In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof or otherwise with the Agreement which has not been resolved or waived pursuant to other conditions of this Agreement (hereinafter referred to as the "dispute"), the Contractor, prior to pursuing any legal action, shall appeal the dispute to the Director of Purchasing via APS' Purchasing Dispute Resolution Provisions.
14.7 **No Waiver of Legal Rights.**
Any waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach, or of any right the APS or the Contractor may have for damages.

The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy or condition.

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

14.8 **Obligation to Perform.**
The Contractor shall continue to perform notwithstanding all disputes or disagreements with the APS. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and APS may otherwise agree to in writing.

14.9 **Rights and Remedies.**
The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

14.10 **Organization, Licenses, and Regulations.**
The Contractor must be organized under the laws of the State of Georgia, or otherwise registered to do business in the State of Georgia pursuant to O.C.G.A § 14-2-1501. APS may require the Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of a contract. The Contractor’s failure to provide such documents upon demand by APS will constitute grounds for a determination that the Contractor’s proposal is "non-responsive" and Contract will be deemed null and void.

The Contractor shall secure and keep in full force and effect during the term of this Agreement, without additional cost to the APS, all business licenses and permits required for the Contractor's performance of the Services contemplated herein.

The Contractor shall keep all records, give all notices, and provide all certificates or other assurances and otherwise comply with all applicable Federal, State and local laws, rules, and regulations applicable to an
organization engaged in the Contractor’s business including but not limited to, those bearing upon labor standards or practices, non-discrimination, equal employment opportunity and the like.

14.11 Notices.
Except as otherwise expressly provided, any notice, instruction or other written communication required or permitted to be given under this Agreement shall be deemed to have been delivered or received:

a. Upon personal delivery to the Contractor or its authorized representative, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express services; or

b. Five (5) days after depositing in the United States mail a letter which is either certified or registered, addressed to the Contractor or APS at its official address, for use under this Agreement, as the case may be. For purposes of this Agreement, notices, instructions or other written communications shall be sent or delivered at the following address:

To Contractor:  VENDOR CONTACT PERSON
VENDOR NAME
ADDRESS
ADDRESS
Phone: (   ) - ; Fax (   ) -

And to APS:  Superintendent
Atlanta Independent School System
130 Trinity Avenue, SW
Atlanta, Georgia  30303

With Copies To:  General Counsel
Atlanta Independent School System
130 Trinity Avenue, SW, 8th Floor
Atlanta, GA 30303

Deputy General Counsel
Atlanta Independent School System
130 Trinity Avenue, SW, 8th Floor
Atlanta, GA 30303

14.12 Publicity.
Any publicity regarding the services or products provided under this contract, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall not be released without prior written approval by APS. Contractor may, however, reference this contract in proposals for other contracts or in client lists without prior APS approval.
14.13 **Extent of Agreement.**
The Contract Documents, which include this Agreement, represent the entire and integrated agreement between APS and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. APS and the Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or agreements not embodied in the Contract Documents. This Agreement is not intended to and shall not be construed to create any rights against the parties hereto by any persons or entities not a named party to this Agreement. This Agreement may be amended only by written instrument and only after such amendment has been authorized by the Board of Education, City of Atlanta.

14.14 **Venue & Governing Law.**
Venue of any action brought under this contract shall lie exclusively in the City of Atlanta, State of Georgia without giving effect to its choice of law principles. All matters giving arise under or relating to this Agreement shall be governed and construed by the laws of the State of Georgia now in force and as hereafter amended from time to time.

14.15 **Force Majeure.**
Both APS and Contractor shall not be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond either’s reasonable control, including without limitation: acts of God; acts or omissions of governmental authorities; strikes, lockouts or other industrial disturbances.

14.16 **Severability.**
In the event any provision or any portion of any provision of this Agreement, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of this contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this contract will not be adversely affected.

14.17 **Multiple Counterparts.**
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.

14.18 **Section Headings.**
The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

14.19 **Number and Gender.**
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Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

14.20 Rights and Remedies Cumulative.  
Any enumeration of APS’ rights and remedies set forth in this Agreement is not exhaustive. APS’ exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of APS’ rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

14.21 Time Is Of The Essence.  
Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.

14.22 Relationship Among Parties.  
This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

14.24 Authority.  
The parties hereby represent and warrant that the individuals executing the Agreement have the authority to legally bind APS and Contractor respectively.

14.25 Background Check.  
APS requires that all individuals who will work on an APS site (including full-time, part-time and temporary employees, contractors and subcontractors) must be fingerprinted by APS and cleared through the Georgia Criminal Information Center System (GCIS) before they are assigned to work at APS. The cost of fingerprinting is $40.00 per individual and is the responsibility of the contractor. Any failure to comply with this requirement constitutes a breach of this Agreement.
IN WITNESS WHEREOF, APS and the Contractor have caused this Agreement to be executed by the duly authorized representative of the day, month and year first above written.

Atlanta Independent School System

Vendor Name

By: __________________________
Superintendent

By: __________________________
Signature

Its: __________________________

Date: __________________________

Date: __________________________

(This page must be completed and returned with your response)