Request for Qualifications

For

HVAC Maintenance and Repair Services

December 16, 2014

RFQ Number: 011315-01
Due Date: January 13, 2015
Time Due: 11:00 a.m. ET
NIGP Commodity Code(s): 910-36
ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS

NOTICE TO PROPOSER:

Atlanta Public Schools invites vendors to submit their qualifications to provide HVAC maintenance and repair services.

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

Offerors should read the general terms and conditions at: http://www.atlanta.k12.ga.us/page/231

If you are unable to download these documents, you may contact the assigned Procurement Officer: Marki Dixon at (404) 802-1564 or mxdixon@atlantapublicschools.us

A pre-proposal conference will be held on Monday, December 22, 2014 at 10:00 a.m. ET at the VDT Facility Service Center training room, 1631 La France St, Atlanta, GA 30307. Attendance is not mandatory but is 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 on January 13, 2015 (as determined by the time stamp clock in the APS Department of Procurement Services).

Proposals delivered prior to the proposal close date and time can be received during 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 11:00 a.m. ET on the date 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

12/16/2014 Release RFQ to the marketplace
12/22/2014 Pre-proposal conference, 10:00 a.m., ET.
12/23/2014 Deadline for written questions 9:00 a.m., ET.
01/06/2014 Response to questions to be posted to the APS website
01/13/2015 RFQ due in Procurement Services by 11:00 a.m., ET
01/13/2015 Administrative Review
01/16/2015 Evaluation
03/02/2015 Recommendations to the APS Board of Education.
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of Work</td>
<td>4-8</td>
</tr>
<tr>
<td>Price Proposal Form</td>
<td>15-16</td>
</tr>
<tr>
<td>Non–Submittal Response Form</td>
<td>17</td>
</tr>
<tr>
<td>Offeror Affirmation Form</td>
<td>18</td>
</tr>
<tr>
<td>Offeror Information Form</td>
<td>19</td>
</tr>
<tr>
<td>Offeror Reference Form</td>
<td>20</td>
</tr>
<tr>
<td>Joint Venture Affidavit</td>
<td>21-23</td>
</tr>
<tr>
<td>Primary Vendor / Subcontractor Utilization</td>
<td>24</td>
</tr>
<tr>
<td>Promise of Non-Discrimination</td>
<td>25</td>
</tr>
<tr>
<td>Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1)</td>
<td>26</td>
</tr>
<tr>
<td>Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3)</td>
<td>27</td>
</tr>
<tr>
<td>Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4)</td>
<td>28</td>
</tr>
<tr>
<td>Affidavit of Exception</td>
<td>29</td>
</tr>
<tr>
<td>Solicitation Checklist</td>
<td>30</td>
</tr>
<tr>
<td>Sealed Bid Label</td>
<td>31</td>
</tr>
<tr>
<td>Atlanta Public Schools Contract</td>
<td>32</td>
</tr>
</tbody>
</table>
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

1.0 PURPOSE
1.1 The Atlanta Independent School System (hereinafter, “Atlanta Public Schools” or “APS”) is requesting vendors to submit their qualifications to provide HVAC maintenance and repair services.

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 has contracts with multiple vendors to provide HVAC maintenance and repair services on an as needed basis.

3.0 SCOPE OF WORK
3.1 Projects may include but not be limited to the following:
   a. Provide routine service repairs and replacement of existing equipment.
   b. Provide preventive and repair service for chillers, boilers and heat exchangers.
   c. Provide 24 hours emergency call services, after hours calls, and calls on weekend/holidays for HVAC equipment, domestic hot water boilers and pressure vessel equipment including pipe fitting, insulating, sheet metal, mechanical controls, automation controls and control wiring.
   d. The equipment to be serviced will include the following:
      1. **Chillers**
         Types: Centrifugal, Reciprocating, Screws (Water Cooled, Air Cooled).
         Manufacturers: Carrier, McQuay, Trane, York.
      2. **Boilers**
         Manufacturers: Bryant, Clever, Aero, Lochinvar, Peerless, Raypack, RBI, Superior, Patterson Kelly, Teledyne Larrs, Fulton and others.
      3. **Other**
         Manufacturers: Aaon, Airedale, BAC Towers, Bard, Carrier, Evapco Tower, Fujitsu, LG Mini Split, Liebert, Mammoth System, Marvair, McQuay, Mitsubishi, Sterling, Trane, York & JCI and others.

3.2 Replacement and repair of HVAC Automation Control valves, control sensors, control boards and control actuators.

3.3 The overall goal for environmental control systems at APS is to continually maintain environmental conditions as specified by the design parameters of every controlled space, and do so at optimum operating, energy and maintenance cost.

3.4 All automation service repairs, including calibrating and programming automation controls as well as rediscovering control points on control systems, must be approved by APS before attempting to make repairs.
3.5 The APS Design Guidelines v2.10, Revision December, 2010 Division 23 (Heating, Ventilating & Air Conditioning) must be referenced and followed when performing HVAC work with the Atlanta Public School System.


3.7 Quality Assurance
   a. Applicable Industry Standards: All repairs and installations shall be completed in accordance with state and local mechanical, gas and plumbing codes.
   b. Warranties-The contractor shall warrant all materials and workmanship for one (1) year after the date of acceptance by the Atlanta Public Schools. If any of the work is found defective (an imperfection that causes inadequacy or failure of HVAC equipment to work properly) or not in accordance with applicable codes and standards, the contractor shall correct work promptly, at no additional cost and to the full satisfaction of APS.
   c. The contractor shall provide the manufacturer’s warranties for any new equipment and parts.
   d. The contractor shall provide this warranty information with its Service Report/invoice with each individual work order.

3.8 Basis of Compensation
   a. When services are requested, compensation to the contractor for service call response will be based on the hourly labor rates provided in the quote, the actual cost of parts plus a percentage markup indicated in the same quote (but not to exceed 15%) and a fixed trip charge when applicable.
   b. Hours shall be calculated daily from the time the contractor’s personnel arrives at a service location until the personnel leaves the site.
   c. Travel time to and from the location will not be compensated and travel time away from the service location will not be compensated on an hourly basis. However, one Service Call Charge of a fixed amount may be added to a service call to cover all travel time, including time away from the service site to pick up parts or materials.
   d. Only one trip charge may be billed for multiple work orders performed by the same technician on the same day at the same site when dispatched once to the site that day.
   e. Overtime labor rates may be charged for time outside of the “normal hours” specified in the bid.
   f. Parts must be itemized and billed at actual cost plus the pre-determined markup.
   g. The contractor shall provide documentation of costs for parts and materials upon request of the Atlanta Public Schools.
   h. Sub-contractor services when authorized by the Atlanta Public Schools, shall be billed at cost plus the same mark-up utilized for parts and materials. Sub-contractor costs must be documented.
   i. All sub-contractors must be pre-approved by an Atlanta Public Schools’ representative prior to the work being performed.

3.9 Procedures for Repairs and Equipment in Excess of One Thousand Dollars ($1,000)
   a. If the contractor expects a repair to exceed $1,000, the contractor’s HVAC technician or service manager shall contact the Atlanta Public Schools representative prior to initiating the repair and shall provide a written estimate of the repair costs.
   b. The estimate shall include a detailed listing of expected labor costs by personnel classification, rate and hours, an itemized description of required parts and their costs and a schedule for when the work can be performed.
   c. The estimate shall be viewed as an amount not to exceed, not a flat fee price.
   d. The estimate must be approved in writing by an Atlanta Public Schools’ representative and must
be retained and submitted by the contractor to the Atlanta Public Schools with the final Contractor Service Report and invoice.

e. Invoices submitted for projects must reflect actual labor/man hours used to complete the work, material costs and mark-up.

f. If the contractor’s repair estimate exceeds 85% of the cost of a major equipment element or a complete unit of the HVAC system, the contractor shall notify the Atlanta Public Schools representative of the situation prior to any repair activities. All major equipment replacements require submittals for review and approval.

g. It will be the discretion of the Atlanta Public Schools whether to proceed with the repair or replace the equipment/unit.

h. Depending on the situation, the Atlanta Public Schools may authorize the contractor to proceed with the purchase and installation of the replacement equipment/unit or the district may choose to purchase the equipment/unit through the Atlanta Public Schools’ procurement procedures and provide it to the contractor for installation.

3.10 Reports and Invoicing

a. Each completed service request shall be documented by a contractor service report. The Contractor Service Report should include the following information:
   1. Purchase Order Number
   2. Work Order Tracking Number
   3. Location of Services-facility Name/Address
   4. Date(s) of Service
   5. Description of work performed
   6. Personnel- (indicate the individuals assigned, rates and hours worked for each day)
   7. Parts and Materials- Description, quantity, cost, mark-up
   8. Specific equipment
   9. Total Cost

3.11 Working on APS Sites

a. Typically business hours are 7:00 a.m., ET to 5:00 p.m., ET unless otherwise indicated by an authorized representative from APS.

b. Firm shall maintain a single point of contact on a 24-hour basis. An alternate may be assigned with the knowledge and permission of the Owner’s Representative.

c. All personnel shall be dressed in a manner authorized by the vendor, unless otherwise indicated by APS in writing. A uniform that identifies the worker as an employee of the vendor’s workforce shall be worn at all times during work hours. The uniform should identify the company’s name. Company shirts and APS badges must be visible. Attire not within the standards of APS will not be authorized.

d. The vendor’s employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by an APS representative will be grounds for removal from APS property. Vendor employees are to be respectful to faculty, students and visitors; these employees are prohibited from fraternizing with these groups. Flirtatious behavior, soliciting monies, names, addresses and other such inquiries will be cause for the employee to be removed from the premises. Also, radios or audible music are not allowed at worksites. Vendor shall assign the required staff to each location to be serviced.

e. The vendor shall be responsible for repairing or replacing, to the satisfaction of Atlanta Public Schools, any damage caused by any willful or negligent act of its employees. The vendor is also liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees. APS reserves the right to remove vendor from site based on the severity of the acts committed by the vendor’s staff.
f. The vendor must reimburse any costs incurred by Atlanta Public Schools due to illegal or inappropriate conduct by the vendor’s employees. Such costs shall include, but are not limited to the following:

1. Re-keying or restoring of locks; Service charges levied by security alarm vendors, law enforcement agencies, or security companies in response to false alarms;
2. Payments to law enforcement agencies or security companies for investigations of conduct that prove an employee’s inappropriate or illegal conduct;
3. Replacement costs of items missing or damaged, due to an employee’s conduct;

g. APS reserves the right to remove vendor from site based on the severity of the acts committed by the vendor’s staff. The acts would be reviewed by assigned APS staff members.

h. No work shall be performed in an area where children may return later in the day unless approved by Owners Representative.

i. All areas of work shall be left in a clean condition and all debris shall be removed daily and upon completion of service.

j. Vendor vehicles shall be clearly marked with vendor name and phone number.

k. APS is a tobacco free environment, tobacco use is prohibited on all APS properties.

l. Salvaged equipment shall be returned to APS at the owner’s request.

3.12 Service Level Agreement

Service level agreement

a. The contractor agrees to complete assigned work orders in a timely fashion per the following:

1. Routine repairs (work orders less than $1000 in value) shall be completed within 10 days of issue.

2. Routine repair project work order (in excess of $1000 in value), shall be completed within 15 days, unless there’s a lead time greater than 10 days on material & parts delivery, at which time, this may be extended for additional 5 day increments pending the unique situation and availability of parts, fabrication, and off hours scheduling.

3. Routine Enhancements work order (enhancements less than $1,000) shall be completed within 15 days of issue. An enhancement is a modification to a system, or an upgrade in equipment that enhances the performance or design.

4. Enhancement project work order (enhancements more than $1000) shall be completed within 60 days of issue, unless there’s a lead time greater than 10 weeks on materials, parts & delivery, at which time, this may be extended for additional seven (7) day increments pending the unique situation and availability of parts, fabrication and off hours scheduling.

b. All work orders issued under this subcontract shall be prioritized the following way:

1. Emergency (anything that is deemed to be a life safety issue, or anything that may cause immediate damage to APS property or potentially cause harm to faculty, students or other staff.)

2. Priority class 2 (anything that hinders the learning environment)

3. Priority class 3 (the remaining requests shall be performed in the order that they are received)
3.13 Utilizing Qualified Vendor Pools

- The selected firms will make up a multiple source list from which individual firms may be selected to provide HVAC Maintenance and Repair services. The Atlanta Public Schools intends for these contract(s) to enhance the overall performance of HVAC systems throughout the district.
- Vendor must provide a written quote for each individual HVAC project on an as needed basis.
- Request for Quotes will be sent to those firms that are deemed qualified from this procurement process on an as needed basis.
- Site visits will be conducted for HVAC projects.
- When submitting quotes, the firms will be required to submit a written work plan, timeline/schedule, and when requested a schedule of values and the cost.
- APS Facilities may accept the work plan, timeline and cost submitted or decide not to move forward with the project.
- APS Facilities may at times issue a revised work plan and timeline. For each occurrence, APS will provide a quote form and timeline during the site visit.
- A local company representative must be available to meet with a designated APS representative at the job site within forty eight (48) hours.
- Prior to the start of each project, the awarded firm must participate in an on-site meeting with the project manager and or the principal/site administrator to review the requirements expectations and the scope.
- Projects will be distributed based on the firm’s capabilities and resources.

4.0 GENERAL INFORMATION:

4.1 All communications regarding this solicitation must be with Marki Dixon, the assigned Procurement Officer for the APS.

4.2 All questions or requests for clarification must be sent by email to mxdixon@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: http://www.atlanta.k12.ga.us/page/231

4.4 All addendums related to this solicitation will be posted on the APS website at http://www.atlanta.k12.ga.us, Quick Links, Procurement, 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 Vendor is not required to submit proof of insurance with proposal but must submit within five (5) business days after receiving a letter of intent. The insurance requirements are included in section 7 of the General Terms and Conditions.

4.6 The ACORD certificate of insurance must list Atlanta Public Schools as the additional insured.

5.0 VENDOR REQUIREMENTS

5.1 APS policy requires that all contractors and their subcontractors, 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 $44.25 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. Vendor Access Badges will be returned to the HVAC Department upon release of badged
employees.

The Vendor shall provide an updated list of Badged Employees no later than the first week of June, of each year, for badge reactivation. An Access Form shall be provided by the HVAC Department for each vendor employee, the vendor shall execute and return to the HVAC Department. The form shall also be used for released employees.

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, 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.

h. All sub-contractors must be pre-approved by an authorized Atlanta Public Schools’ representative prior to the work being performed, and must adhere to the 5.0 Vendor Requirement section.

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 Vendors shall not contact APS Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal, request for qualifications or invitation to bid is formally under development and a recommendation is made by the administration to the Board if applicable. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

5.9 All vendors who submit a proposal must submit the following certification(s): Current State of Georgia Air-conditioning Non-restricted License, Certificate of Authority to install boilers, Certified welder’s certificates.

6.0 SUBMISSION REQUIREMENTS

6.1 Proposals shall be submitted as follows:

Section 6.12, Section 1, Company Qualifications and Experience and Section 6.12, Section 2, Methodology / Operations

1. The original (marked as such) documents and five (5) hard copies of all documents in a separate sealed envelope labeled Section 1 and Section 2.
2. All hard copies should be submitted on loose leaf paper, front only.
3. All documents saved on three (3) CD-ROMs/Flash Drives. All CD-ROMs/flash Drives should be labeled with the company name, bid name and bid number. All information on CD-ROMs/Flash Drives should be provided in a single PDF file format.
4. Proposals should be saved on the CD-ROM’s/Flash Drives as follows: Proposal, (enter company name)

6.2 The following required documents must be submitted with your proposal:

1. Offeror affirmation form
2. Offeror information form
3. Offeror reference form
4. Joint venture affidavit (if this will not be a joint venture, check the appropriate box on the form and return with your response)
5. Primary vendor / subcontractor utilization (if subcontractors will not be used, check the appropriate box on the form and return with your response)
6. Promise of non-discrimination
7. Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1), if applicable
8. Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
9. Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
10. Affidavit of Exception, if applicable
11. Copy of local or state business license or permit.
12. Signature page to APS contract

6.3 The required documents should be submitted as follows:

1. The original (marked as such) document and three (3) hard copies of the document in a separate sealed envelope labeled required documents.
2. All hard copies should be submitted on loose leaf paper, front only.
3. All documents saved on two (2) CD-ROMs or Flash Drives. All CD-ROMs/Flash Drives should be labeled with the company name, bid name and bid number. All information on CD-ROMs/Flash Drives should be provided in a single PDF file format.
4. Required documents should be saved on the CD-ROM’s/Flash Drives as follows: Required Documents (enter company name)

6.4 Proposals, in the format requested in 6.1, 6.2 and 6.3 shall be submitted together in a sealed package.
with the sealed bid label attached to the outside of the package.

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 6.2, 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**

1. Provide documentation of a minimum of five (5) year performance record demonstrating successful completion of commercial HVAC work in school or school like / industrial environment.

2. Provide an organizational chart with names and responsibilities of staff available to support APS.

3. Provide a copy of your current State of Georgia Non-Restricted Conditioned Air License (Class II), Certificate of Authority to install boilers, certified welder’s certificates.

4. Provide a list of three (3) customers on page #19 (The Reference Form) with examples of installations and repairs of equipment equal to the commercial load and brand names installed in APS Schools. Include any automation work, boiler, chiller, ceiling hung water systems, valve replacements, tower and chiller service also types of PM’s performed on HVAC equipment.

5. Indicate if your company has been a service provider for a public or private school system and if so provide the name of the system and number of facilities serviced.
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

Section 2 – Methodology / Operations
1. Provide the number of full time employees you have in the following categories available to support APS:
   a. Boiler tech
   b. Chiller tech
   c. Control tech
   d. Design HVAC engineers
   e. Electrician
   f. Helper
   g. HVAC Lead tech
   h. HVAC tech
   i. Insulator
   j. Journeyman
   k. Laborer
   l. Pipefitter
   m. Senior Tech
   n. Sheet metal tech
   o. VFD tech
   p. Welder

2. Provide the following information on equipment available to support APS within a 24 hour time frame:
   a. Number of trucks
   b. Number of cranes
   c. Number of lifts
   d. Number of temporary chillers
   e. Number of temporary boilers

3. Provide the percentage of work done in the following categories as a service inside your organization:
   a. Electrical
   b. HVAC Service work
   c. Welding
   d. Sheet metal
   e. Pipe fitting
   f. Control work
   g. Construction

4. Submit examples of the volume of service work your company has provided to a commercial customer/school during this cycle profile (1-1-2013 to present. Please answer the questions in the attached chart. See attached Chart and Definitions).

5. Provide a certified test and balance report from a current customer and a copy of an operating permit from the metro-Atlanta area for recently installed equipment.

6. Provide a sample quote sheet from your PM Technician with records that display dates frequencies of previous projects.

7. Describe your reporting capabilities and provide sample reports.

8. Describe your hiring process including recruiting, screening and training.

Section 3 - Pricing
1. Provide pricing on the APS price proposal form which is included in this solicitation. This form must
be submitted in a separate sealed envelope labeled pricing.

**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 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.

7.6 Proposals will be evaluated on the following criteria:
   - Company qualifications and experience
   - Methodology / operations
   - Price

7.7 APS reserves the right to request a best and final offer (BAFO) from offerors during the evaluation process.

7.8 APS reserves the right to negotiate terms and conditions, which may be necessary or appropriate to meet the needs of the district.

7.9 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.

**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 four (4) 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 APS has selected as its owner’s representative, the Executive Director of Facilities Services. Supervision of the contract will be performed by the owner’s representative or his/her designee.
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

8.4 Offeror shall not provide goods or services until a purchase order has been issued by APS’s Procurement Services Department.

8.5 The original and one (1) copy of itemized invoices must be submitted to:
   Atlanta Public Schools
   Accounts Payable Department
   P. O. Box 4659
   Atlanta, GA 30302

8.6 Invoices
   a. Invoices must include the APS purchase order number and the “ship to” location where the goods and/or services were delivered that do not include this information will be returned to the vendor.
   b. Separate invoices are required for each purchase order.
   c. The accounts payable department may be contacted at 404-802-2400.

8.7 Vendor Payment
   APS may make payments to vendors via one of the following:
   a. Automated Clearing House (ACH)
   b. Check
   c. Purchasing Card

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

8.9 Awards will be posted on the APS website at:
   - http://www.atlanta.k12.ga.us
   - Quick Links
   - Procurement
   - Contracted Vendors

8.10 APS reserves the right to award to more than one vendor.

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.
## PRICE PROPOSAL FORM

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Truck charge</td>
<td>$__________</td>
</tr>
<tr>
<td>2.</td>
<td>Rate for Regular hours: Monday - Friday, 7:30 am to 4:00 pm</td>
<td>$__________</td>
</tr>
<tr>
<td>3.</td>
<td>Rate for overtime hours Monday – Friday, 4:00 pm to 7:30 am</td>
<td>$__________</td>
</tr>
<tr>
<td>4.</td>
<td>Rate for weekends and holiday hrs.</td>
<td>$__________</td>
</tr>
<tr>
<td>5.</td>
<td>Boiler tech</td>
<td>$__________</td>
</tr>
<tr>
<td>6.</td>
<td>Chiller tech</td>
<td>$__________</td>
</tr>
<tr>
<td>7.</td>
<td>Control tech</td>
<td>$__________</td>
</tr>
<tr>
<td>8.</td>
<td>Design HVAC engineer</td>
<td>$__________</td>
</tr>
<tr>
<td>9.</td>
<td>Electrician</td>
<td>$__________</td>
</tr>
<tr>
<td>10.</td>
<td>HVAC Tech</td>
<td>$__________</td>
</tr>
<tr>
<td>11.</td>
<td>Helper</td>
<td>$__________</td>
</tr>
<tr>
<td>12.</td>
<td>Insulator</td>
<td>$__________</td>
</tr>
<tr>
<td>13.</td>
<td>Journeyman</td>
<td>$__________</td>
</tr>
<tr>
<td>14.</td>
<td>Laborer</td>
<td>$__________</td>
</tr>
<tr>
<td>15.</td>
<td>Pipefitter</td>
<td>$__________</td>
</tr>
<tr>
<td>16.</td>
<td>Senior techs</td>
<td>$__________</td>
</tr>
<tr>
<td>17.</td>
<td>Sheet metal tech</td>
<td>$__________</td>
</tr>
<tr>
<td>18.</td>
<td>VFD tech</td>
<td>$__________</td>
</tr>
<tr>
<td>19.</td>
<td>Welder</td>
<td>$__________</td>
</tr>
<tr>
<td>20.</td>
<td>Mark up (not to exceed 15%)</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Company Name
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.</td>
<td>Boom Truck</td>
<td>$</td>
</tr>
<tr>
<td>22.</td>
<td>Scissor Lift, man lift 30ft range</td>
<td>$</td>
</tr>
<tr>
<td>23.</td>
<td>Welding equipment rig</td>
<td>$</td>
</tr>
<tr>
<td>24.</td>
<td>Lull style fork lift extended to 40ft</td>
<td>$</td>
</tr>
</tbody>
</table>

Company Name

Authorized Company Representative Name (please print)

Authorized Company Representative Signature

Date
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
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

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

Company Name: 

RFQ Name: HVAC Maintenance and Repair Services
RFQ Number: 011315-01

After careful examination of the solicitation document in its entirety, HVAC Maintenance and Repair Services, 011315-01 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 RFQ 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;
6. The offeror will accept the terms and conditions set forth in the APS general terms and conditions.

It is the supplier’s responsibility to check the APS Outstanding Solicitations website for any addenda, responses to supplier questions, or other communications. Supplier acknowledges and incorporates each applicable Addenda number listed below in their response:

Check all that apply: No. 1 _____, No. 2 _____, No. 3 _____, No. 4 _____, No. 5 ______

No Addenda ______

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

RFQ Name: HVAC Maintenance and Repair Services
RFQ Number: 011315-01

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 ID Number: ______________________________ Duns #: __________

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 ☐

Is the company currently 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 ☐

If your company is currently registered under another name with APS, list the name of the company: ________________________________________________________
OFFEROR REFERENCE FORM
(This form must be completed and returned with your response)

RFQ Name: HVAC Maintenance and Repair Services
RFQ Number: 011315-01

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: ☐

RFQ Name: HVAC Maintenance and Repair Services

RFQ Number: 011315-01

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.
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

JOINT VENTURE AFFIDAVIT

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.
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.)

________________________________________________________________________
Notary Public Print Name

Subscribed and sworn before me

this _____________ day of_________________ 20____.

(B) __________________________________________
Name of Contractor/Company B

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

________________________________________________________________________
Notary Public Print Name
RFQ Name: HVAC Maintenance and Repair Services  
RFQ Number: 011315-01

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: __________________________________________________________________________________________
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

PROMISE OF NON-DISCRIMINATION
(This form must be completed and returned with your response)

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
HVAC Maintenance and Repair Services

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:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Date of Authorization</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Name of Contractor</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Name of Project</td>
</tr>
</tbody>
</table>

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.

________ My company/firm will render services to Atlanta Public Schools, however my company/firm has ten (10) or fewer full-time employees.

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
HVAC Maintenance and Repair Services

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

RFQ Name: HVAC Maintenance and Repair Services

RFQ Number: 011315-01

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

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 three (3) CD-ROMs or Flash Drives. All information on CD-ROM’s/Flash Drives should be protected or in PDF file format.
4. □ The original and three (3) hard copies of the required documents and all required documents on two (2) CD-ROMs/Flash Drives. All information on CD-ROMs/Flash Drives should be protected or in PDF file format.
5. □ Price proposal form
6. □ Offeror affirmation form.
7. □ Offeror information form.
9. □ Joint venture affidavit form
10. □ Primary vendor / subcontractor utilization form.
11. □ Promise of non-discrimination form
12. □ Promise of non-discrimination Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1), if applicable
13. □ Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
14. □ Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
15. □ Affidavit of Exception, if applicable
16. □ Copy of local or state business license or permit, Class II HVAC license, Certificate of Authority to install boilers, and certified welder’s certificates.
17. □ Review and accept all provisions of the contract by executing and returning signature page
18. □ Review and accept the General Terms and Conditions
19. □ Attach label to sealed bid package.

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

Company Name ________________________________________________

Signature of Authorized Company Representative ____________________ Date ________

30
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

PLEASE CUT LABEL AND SECURELY TAPE TO THE FRONT OF SEALED BID PACKAGE.

ATLANTA PUBLIC SCHOOLS
PROCUREMENT SERVICES DEPARTMENT
130 TRINITY AVENUE, SW
4th FLOOR
ATLANTA, GEORGIA 30303

Company Name: ____________________________________________________________
Bid Name: HVAC Maintenance and Repair Services
Bid Number: 011315-01
Due Date: January 6, 2015
Procurement Officer: Marki J. Dixon ____________________________________________

***Please tape this return label on your sealed bid***
AGREEMENT BETWEEN

ATLANTA INDEPENDENT SCHOOL SYSTEM

AND

[VENDOR]

FOR

HVAC Maintenance and Repair Services

SOLICITATION NO.: 011315-01
STATE OF GEORGIA  
COUNTY OF FULTON

This agreement ("Agreement") is made and entered into as of the ___ day of ______, 2015 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 ________;
   e. Board Report No. __________________________

This Agreement together with the aforementioned documents collectively form 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:

1. 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;
2. Second, by giving preference to the specific provisions of the Solicitation, attached hereto as Exhibit A;
3. 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 2015, (the “Starting Date”) and shall end absolutely and without further obligation on the part of the District on the 31st day of December 2015. 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, 2016 and shall end no later than the __ day of ______, 2016. 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
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

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:
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 remediing 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.
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

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
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

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
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>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td></td>
</tr>
<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 RFQ 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.
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

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.**
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

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 $44.25 per individual and is the responsibility of the contractor. Any failure to comply with this requirement constitutes a breach of this Agreement.
ATLANTA PUBLIC SCHOOLS
HVAC Maintenance and Repair Services

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

By: __________________________
    Superintendent

By: __________________________
    Signature

Its: _________________________
    Title

Date: _________________________

Date: _________________________

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