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

Request for Proposals

For

Interactive Classroom Technology Upgrade

February 20, 2015

RFP Number: 031215-02

Due Date: March 12, 2015

Time Due: 11:00 a.m., ET

NIGP Commodity Code(s): 203-75;803-40;880-11;880-61;920-47;939-06  
939-91;285-45;203-32;204-14;204-54
ADVERTISEMENT FOR REQUEST FOR PROPOSALS

NOTICE TO PROPOSER:

Atlanta Public Schools invites vendors to submit a proposal for interactive classroom technology upgrade.

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: Nicole Mathis at (404) 802-2484 or nmathis@atlanta.k12.ga.us

A pre-proposal conference will be held on February 26, Atlanta Public Schools, 130 Trinity Ave. S.W., 2nd Floor Atlanta, Georgia 30303, the pre-bid meeting 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, March 12, 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

February 20, 2015       Release RFP to the marketplace
February 26, 2015       Pre-Proposal Conference at 11:00 a.m., ET
February 27, 2015       Deadline for written questions at 11:00 a.m., ET
March 3, 2015           Response to questions to be posted to the APS website, by 5:00 p.m., ET
March 12, 2015          RFP due in Procurement Services by 11:00 a.m., ET
March 12, 2015          Administrative Review
March 13, 2015          Evaluation
March 17, 2015          Vendor Presentations
April 13, 2015          Recommendations to the APS Board of Education.
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1.0 PURPOSE
1.1 The Atlanta Independent School System (hereinafter, “Atlanta Public Schools” or “APS”) is requesting proposals from qualified vendors to provide a turnkey total classroom solution and the support of the accepted solution. Proposed technology should enable greater efficiency and productivity in activities that enhance learning and expand student and staff access to acquire knowledge with tools that are widely seen in colleges, technical schools and on the job. The vision of the APS information Technology Department is to effectively integrate technology into education, thereby creating an exciting opportunity to blend infrastructure, access, and knowledge while enabling students, educators, schools, and communities to rapidly adapt to technological changes in the workplace and in society. We envision using technology to strengthen the balance between the best of traditional education and new insights about how people learn.

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 The district is comprised of 81 instructional locations with nearly 3,100 classrooms serving approximately 50,000 students.

2.2 Currently there are roughly 2,250 interactive white boards, 2,280 projectors, and 400 document cameras. Approximately 95% of the existing interactive white boards and 70% of the projectors are Promethean.

2.3 The remaining projector brands are comprised of approximately 17% Sanyo, 5% NEC, and 3% Epson.

2.4 The goal of the district is to have every classroom equipped with a solution defined in this RFP to raise student achievement through technology infused learning.

3.0 SCOPE OF WORK
3.1 Atlanta Public Schools is seeking a qualified vendor to purchase a turnkey solution for all classrooms and media centers. Solution will upgrade existing technology, provide technology for classrooms and media centers currently without interactive technology and equipment for special projects to meet the requirements of the district.

3.2 Proposals shall provide Interactive LED Panel with integrated speakers, presentation/collaboration system, interactive handheld wireless slate or similar device, document camera, microphone and services in accordance with the specifications, terms and conditions stated herein. Solution must provide site assessment, warehousing/storage, shipping, inside delivery, on-site installation, configuration/testing, existing equipment removal, training, asset inventory, documentation, warranty support and optional legacy equipment service support and all things necessary for the provision of the classroom and associated services, in accordance with the requirements of this RFP.

3.3 Vendors are allowed to partner to provide a complete solution to standardize classrooms for APS.

3.4 All offers must include a detailed list of hardware/software specifications, instructional components, features and warranty information for each component proposed in the RFP. The component equipment
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List included below are the solutions that must be submitted with your RFP, unless listed as additional options equipment:
1. Interactive LED Panel with Integrated Speakers
2. Presentation/Collaboration System
3. Interactive Handheld Wireless Slate or Similar Device
4. Document Camera
5. Microphone
6. Input / Output Options
7. Secure Mounting Options
   a. Wall Mount
   b. Mobile Stand

3.41 Detailed Hardware Specifications and Features

3.42 Interactive LED Panel with Integrated Speakers
1. The Interactive LED Panel must have a minimum of a 70” diagonal display.
2. The Interactive LED Panel must come with a secure locking wall mount bracket to be used when affixing to the wall. It is desirable to have an adjustable locking wall mount.
3. Interactive LED Panel must come with the option for a mobile floor stand. It is desirable to have an adjustable mobile floor stand.
4. Must have a five (5) year onsite warranty.
5. Interactive LED Panel must operate with finger touch and pen writing devices.
6. Interactive LED Panel must have a minimum of four (4) -Point Multi-Touch for multiple users to annotate on the screen at one time.
7. Interactive LED Panel must have a minimum of 1920x1080 HD resolution.
8. Interactive Technology and writing implement should have full mouse capability, i.e., left and right click, drag and drop, etc.
9. Interactive LED Panel has to connect to computers and accessories with a minimum of three (3) HDMI connections, One (1) VGA connection, One (1) LAN Network RJ45, One (1) Stereo Analog Audio Input required.
10. Describe any additional accessories or devices available for use with your Interactive LED Panel.
11. Interactive LED Panel should have integrated speakers with a 12-Watt and 8ohm minimum.
12. The Interactive LED Panel must have the ability to connect wirelessly to the APS Network.
13. Interactive LED Panel must be PC and MAC compatible.
14. Interactive LED Panel must have anti-glare and heat-tempered/low-friction glass.
15. Interactive LED Panel must have the capability to connect to 120 volt outlet.
16. It is desirable to have the Interactive LED Panel to have the capabilities to zoom in and out.
17. Interactive LED Panel must have a minimum of 2mm accuracy and 12 ms response time.
18. Interactive LED Panel must have basic whiteboard functions that are accessible without connecting any external device.
19. The vendor shall have necessary personnel to respond to warranty service calls within the required service level agreements (SLA) for the duration of the warranty service agreement period.
20. If cabling is required, conduit for all cables must be 1 to 3-inch diameter, with elbows and end caps. For safety purposes all wires for fixed assets should be completely covered by conduit.
21. Cables must be provided to connect the Interactive LED Panel with the controlling workstation up to 50 ft. away. The cable must be able to pass through a 1-3 inch conduit.

3.43 Presentation/Collaboration System
1. Must be compatible with multiple devices and operating systems such as Windows, MAC, iOS, and Android.
2. Must have connectivity to support both voice and video.
3. Must allow multiple devices to connect at once and must have capability to display a minimum of four (4) screens at one time.
4. The district currently has a considerable investment in technology that relies on Activinspire software. Indicate whether vendor’s proposal is compatible with Activinspire.
5. Ability for teacher to control and/or monitor student devices that are connected.
6. Ability to enable students with interactive activities, annotation, and note-taking.

3.44 Interactive Handheld Wireless Slate or Similar Device
1. The minimum battery life for continued use in hours between required charges must be 8 hours.
2. Must have a wireless connection with the computer.
3. Must be PC and MAC compatible.
4. Specify the number of devices that can operate concurrently in a single classroom.
5. Must provide full mouse capability, i.e., right click, drag and drop, etc.
6. Must use a non-tethered pen that is rechargeable or battery-free.
7. Provide options for protective cases.
8. Capability to access APS applications.

3.45 Document Camera
1. Flexibility to manipulate image with magnification and object rotation.
2. Has the ability to show two and three-dimensional objects.
3. Ability to capture and save video/picture files in multiple playback formats; such as .jpg, .mov, .mp3,.wmv, etc.
4. Converts to any standard lab microscope with necessary adapters.
5. Must be portable.
6. Minimum of 1280 x 1024 SXGA.
7. Must have auto-focus.
8. List accessories included with the camera.
9. Must have digital zoom of 16X minimum.
10. Must have a minimum shooting size of 8.5" x 11".
11. Provide the software specifications for proposed document camera.
12. Must be able to directly connect with Interactive LED Panel.

3.46 Microphone
1. 2.4 GHz digital RF with built in coexistence and security features (i.e. no room-to-room carry over).
2. Hands-free, lightweight wireless microphone.
3. Input connections for TV, Computer (PC & MAC), Interactive LED Panel.
4. The minimum battery life for continued use in hours between required charges must be 5 hours.
5. Microphone should have the capability to connect with the integrated speakers associated with the LED Panel.

3.47 Input/Out Options
1. Interactive LED Panel
2. Interactive Handheld Wireless Device
3. Document Camera
4. Microphone

3.48 Secure Mounting Options
1. Wall Mount
2. Mobile Stand
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3.49 Additional Options – Detailed Hardware Specifications and Features
3.50 Items outside this scope should not be included in the turnkey solution quote but can be listed in the additional options itemized cost sheets. Additional options are to include but are not restricted to:

1. Ceiling Mount Projector with Universal Mounting Kit.
2. Short Throw Boom Projector with Universal Mounting Kit.

3.51 Projector – Ceiling Mounted (Additional Options Equipment):
1. DLP projector must have high definition HDMI interface and RJ45 for management purposes.
2. Projector must have a minimum of 3300 ANSI Lumens with lamp economy mode.
3. Projector must have Keystone Correction.
4. Projector must have remote control.
5. Projector must have physical On/Off button.
6. Describe your locking ceiling mounted bracket.
7. Provide all mounting details and type for each ceiling mount proposed.
8. Describe input/output options.

3.52 Projector – Attached, Short – Throw:
1. DLP projector must have high definition HDMI interface and RJ45 for management purposes.
2. Projector must have a minimum of 3300 ANSI Lumens with lamp economy mode.
3. Projector must have Keystone Correction.
4. Projector must have remote control.
5. Physical On/Off button on device, wall panel, or via computer controller.
6. Describe your locking bracket.

3.53 Speakers – Ceiling Integrated:
1. Speakers must be amplified or an amplifier must be provided.
2. Speakers and associated wiring must be plenum rated.
3. Speakers should be 14-Watt and 8ohm minimum.
4. Describe your sound system that comes with solution, if applicable.
5. Integrated Microphone.

3.54 Speakers – Mounted:
1. Speakers must be amplified or an amplifier must be provided.
2. Speakers and associated wiring must be plenum rated.
3. Speakers should be 14-Watt and 8ohm minimum.
4. Describe your sound system that comes with solution, if applicable.
5. Integrated Microphone.

3.55 Service and Support Requirements:
The following services and support requirements are mandatory items for this Request for Proposal (RFP).

3.56 Ordering:
a. It is the intent of the APS Information Technology department to have the awarded solution implemented during the current school year and before the start of SY2015-16, August 5, 2015 for all classrooms with no existing interactive technology (approximately 800 - 1,000 rooms). See Attachment 5 for an example of the part 1 requirement.
b. All purchase orders will be issued to the awarded vendor. No third party purchase orders will be issued.
The vendor shall notify APS of any proposed new manufacturer model upgrades/changes within a minimum of 90 days prior to APS deployment.

d. The vendor shall provide an evaluation unit 30-60 days prior to an APS install for all model upgrades/changes for testing and acceptance.

e. Pricing for all items shall include: assessment, warehousing/storage, shipping, inside delivery, on-site installation, configuration/testing, existing equipment removal, training, asset inventory, documentation, warranty support.

f. The vendor is required to have an additional 1% of delivery inventory available for out-of-box failures at no additional cost to APS.

g. APS reserves the option to purchase new or replacement equipment for five (5) years at an agreed upon price not to exceed 15% below MSRP. Future models must match the proposed discounts provided in vendor responses.

3.57 Hosted On-line Catalog

a. Vendor shall set up and maintain a hosted on-line catalog.

b. The catalog must contain the most current products and discount pricing.

c. Revisions (price changes, product offerings, etc.) must be pre-approved by APS.

d. Hosted on-line catalog should allow APS to generate quotes.

3.58 Shipping:

a. Vendor shall not charge APS any freight or shipping charges on any order.

b. Delivery of equipment shall be within twenty (20) business days of the vendor's receipt of purchase order(s).

c. APS requires the vendor to have adequate local warehouse space within the Metro Atlanta area for short-term storage (up to 90 Days) at no cost to APS for equipment purchased from the vendor. Warehousing of APS equipment shall be bonded, insured, and climate controlled by vendor. The vendor will then deliver and install the items listed on the purchase order based on the schedule issued by APS.

d. The vendor is responsible for notifying the APS Project Manager of the estimated delivery and installation date, 3 business days prior to the delivery of equipment. Deliveries arriving without prior notification and confirmation will be rejected and all return costs shall be the responsibility of the vendor. No school deliveries are scheduled during testing or school closings unless authorized by APS. APS will provide the school calendar to the awarded vendor.

3.58 Invoicing Requirements:

a. All invoices must include the APS item description and the APS purchase order number. Invoices must be submitted without any shipping cost, taxes, or late fees.

b. The vendor shall need to assign a dedicated billing liaison able to resolve cost issues in a timely manner.

c. APS requires the invoice detail to match the purchase order detail.

3.59 Assessment:

a. The awarded vendor is responsible for conducting a pre-installation assessment to determine make, model and functionality of existing classroom technology and the installation environment. See attachment 3 for pre-installation assessment example.

b. The vendor will work directly with an APS Project Manager to plan and schedule assessment and installation services. APS will provide floor plans for assessments.

c. The vendor will conduct assessments using a minimum of five (5) teams.

3.60 Delivery and Installation:

a. The vendor shall install the new system and ensure all components functions are working properly and require no intervention from APS. The minimum requirements are listed below.
b. The vendor must have a minimum of five (5) installation teams. The size of the teams will be based on the installation requirements.

c. The vendor shall provide experienced personnel to perform the installation services. Vendor providing professional services to APS must have professional certification in the area of the services being provided. APS reserves the right to reject any team member. Vendor shall include certifications for current personnel with the proposal. Copies of certifications are also required for the duration of the RFP.

d. Vendor personnel working in APS facilities shall be bonded and insured by the vendor.

e. APS requires a local Project Manager as the single point of contact from the awarded vendor to meet face-to-face with APS staff weekly or as needed per APS. It is unacceptable for the vendor to attend the meetings via teleconference. The primary function of the Project Manager will be to ensure all service delivery tasks are met for APS including the most efficient method of order placement, shipping, delivery, and installation. Project manager credentials should be included with the proposal and an outline of the project management process should be provided.

f. The vendor will assign an on-site project lead to manage all the installations and de-installations activities. The project lead will ensure that all customer expectations are met and implement the services according to APS direction. The project lead should be the vendor’s primary point of contact at a project site.

g. The vendor must submit a document outlining the installation plan to include all aspects of requirements listed in this RFP. This document should be worded so that the average individual can understand it without interpretation by an attorney.

h. The vendor shall provide all labor, materials, tools (ladders, carts, etc.) and equipment required for the delivery, setup, and installation of equipment and accessories. Vendors are never to stand on or utilize APS school furniture or property during installation.

i. The vendor shall follow APS guidelines and schedules. The schedule must not effect student instruction. APS will provide vendor with building access. See section 3.69, Working on an APS Site Guideline & School Bell-Schedules.

j. Delivery must include unloading all equipment, moving it to the specified installation location(s), removing it from the box(s), and removing said box(s) from the site to be properly disposed of by the vendor.

k. The vendor shall test all equipment components and accessories to verify they are operational prior to the de-installation of existing technology and/or prior to installation of new equipment.

l. The vendor shall install equipment in the location approved by the APS Project Manager from the vendor site assessment.

m. If Interactive LED Panel is installed in a classroom with a pre-existing ceiling-mounted projector, the vendor must uninstall the mounted projector and transport it to designated location.

n. If Interactive LED Panel is being installed where an existing dry-erase board is, the board must be either removed or installation must be done with an over-the-board installation method.

o. Installation in non-standard classrooms (including portables) may require that modifications be performed to accommodate structural/architectural differences within the classroom.

p. The vendor shall install and connect all required cables to all necessary technology with required cable conduit.

q. The vendor shall affix the APS Asset Tag and complete the APS inventory control paperwork at the installation site. Asset Tags will be provided by APS.

r. The vendor is responsible for removal of all packaging, manufacturing reference materials, and work related debris from the site on the same day as the installation. Vendor may not use APS dumpsters for the disposing of work related debris. Roll away dumpsters are not allowed due to space limitations.

s. The vendor shall remove all existing equipment that is replaced from APS property and deliver to the location predetermined by APS.

t. Any damage done to APS property by the vendor’s personnel and/or subcontractors shall be repaired or replaced at no cost to APS.
3.61 Configuration/Testing:
  a. The vendor shall setup all components in accordance to APS specifications. APS will provide the specifications for the equipment submitted by the awarded vendor.
  b. The vendor shall provide APS with all necessary software for utilization.
  c. The vendor shall verify that all components are fully operational before leaving the installation location. Post Installation Assessment sheet shall be submitted for each location, by the awarded vendor. See Attachment 4 for post-installation assessment Example.

3.62 Documentation:
  a. The vendor shall affix APS Asset Tags to all required equipment as decided by APS. Asset Tags will be provided by APS.
  b. The vendor shall provide APS electronic versions of the manufacturer reference materials.
  c. The vendor shall complete quality assurance assessments after each installation for sign off by APS Project Manager. See Attachment 4 for post-installation assessment.
  d. The vendor shall register equipment for warranty coverage where applicable and provide the necessary detailed information.
  e. The vendor shall complete all APS inventory control paperwork.
  f. On a monthly basis, the vendor shall provide APS with an electronic file in Excel format that includes, but is not limited to the following information for all new installations completed.
     a. Interactive LED Panel serial numbers.
     b. Service agreement start/end dates.
     c. Installation location
     d. Purchase order numbers.
     e. Extended service agreement contact phone number and email address.
     f. Serial numbers for all DOA components.
     g. Installation/delivery date.
     h. Manufacturer and/or ship dates do not substitute for the installation/delivery system sign-off dates.

3.63 Relocation: (Equipment being relocated from site A to B): Vendor shall perform the following steps before relocating APS equipment:
  a. De-install equipment.
  b. Package equipment per APS instruction.
  c. Label equipment with to and from destinations.
  d. Complete all required APS paperwork.

3.64 Dead-on-Arrival (DOA):
  a. All components shall be tested by the installer to ensure proper working order at the location of installation.
  b. If any components are found to have major component defects, it is the vendor’s responsibility to provide a new replacement unit during the installation.
  c. Repairs will not be accepted on DOAs.
  d. DOA units may not be recycled in APS inventory for bid fulfillment.
  e. DOA serial numbers shall be submitted to APS Project Management Office on the installation date.

3.65 Expressed Warranty Service Requirements
  a. Pricing shall include a five (5) year on-site warranty for all components including parts and labor. The list shall include, but not be limited to, these items: Interactive LED Panel with integrated speakers, presentation/collaboration system, interactive handheld wireless slate or similar device, document camera, and microphone. The complete cost of repair, parts and labor, shall be covered
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by the service agreement. The warranty service agreement period shall begin from the installation
date and APS sign-off of the system.
b. The vendor shall have necessary personnel to respond to warranty service calls within the
required service level agreements (SLA) for the duration of the warranty service agreement
period.
c. Vendor must respond to service calls for warranty equipment within twenty-four (24) hours.
Resolution for service calls shall be within seventy-two (72) hours.
d. It is the expectation of APS for vendor service technicians to carry inventory on hand for quick
resolution. This includes Interactive LED Panel and components. All warranty repairs should be
done offsite as to not disrupt instruction. Once Interactive LED Panel is repaired it shall be placed
back into circulation. Vendor shall provide documentation to maintain an accurate inventory that
tracks the movement of equipment when units are replaced.
e. Vendor shall provide repair and replacement of equipment as necessary up to the warranty
expiration date. This provision shall survive the expiration of this agreement.
f. Vendor shall provide APS notification for warranty expiration of all equipment at least 90 days
prior to the expiration date.
g. LEMON CLAUSE: If a system fails three times within a twelve-month period within the
warranty period, an identical replacement unit shall be provided and loaded with all software by
the vendor at no cost to APS. Lemon systems shall never be returned to APS inventory. If 15%
of a certain model experiences a manufacturer defect with the warranty period, vendor shall recall
the specific model and provide a replacement model throughout APS.

3.66 Training Requirements
a. Vendor is responsible for providing hardware operations and management training on the
proposed solution for APS staff. Training shall be provided for technical staff and Educational
Technical Specialists (ETS). ETS training should be directed towards providing ETS’s with the
knowledge and resources to support and train users within the schools to integrate the total
classroom solution with classroom lessons. Technical staff of ETS’s and IT Field Support is
comprised of 100 people.
b. Vendor is responsible for providing the detailed training in various formats. Formats should
include, but are not limited to: virtual tutorials, video demonstrations, electronic documents,
onsite training, blended learning, etc.
c. Vendor is responsible for providing “Quick Tips” documentation to provide users information on
performing basic operations on equipment.

3.67 Additional Option - Legacy Break-Fix Support
These items are currently installed at APS sites. This is Part II and III of attachment 1 Solution
Price & Additional Options Proposal Form (Legacy Equipment & Legacy Support Services.

3.68 APS shall have the option to add additional support for legacy equipment to the solution stated
within this RFP. Legacy support shall include but is not limited to the following:
a. The vendor shall have necessary personnel to respond to support requests within the required
service level agreements (SLA) for a period of two years. The service agreement period shall
begin from the date of installation. Annual renewal will be at APS discretion.
b. The vendor shall provide experienced personnel to perform the support services. Vendor
providing professional services to APS must have professional certification in the area of the
services being provided. APS reserves the right to reject any team member. Vendor shall include
certifications for current personnel with the proposal. Copies of certifications are also required for
the duration of the contract.
c. APS requires a local Service Manager as the single point of contact from the awarded vendor to
meet with APS management as needed per APS. The primary function of the vendor Service
Manager will be to ensure all service delivery tasks are met for APS. Service Manager credentials
should be included with the proposal and an outline of the service management process should be provided.

d. Vendor personnel working in APS facilities shall be bonded and insured by the vendor.

e. Vendor must respond to service calls for both legacy and warranty equipment within twenty-four (24) hours. Resolution for service calls shall be within seventy-two (72) hours.

f. Service calls will include, but are not limited to:
1. Projector repair or replacement,
2. Bulb replacement,
3. Interactive Technology component replacement (i.e. pens, cables, etc.),
4. Interactive Technology repair or replacement,
5. Wall plate/box repair or replacement,
6. Speaker repair or replacement,
7. Interactive handheld wireless device repair or replacement and

g. It is the expectation of APS for vendor service technicians to carry inventory on hand for quick resolution. This includes projectors, interactive technology components and speakers. Projectors should be a replacement projector. All repairs should be done offsite as to not disrupt instruction. Once projector is repaired it shall be placed back into circulation. Vendor shall provide documentation to maintain an accurate inventory that tracks the movement of equipment when units are replaced.

h. Yearly preventative maintenance shall include but is not limited to the following:
1. Clean projector filter and lens,
2. Check keystone and alignment,
3. Check lamp usage hours,
4. Clean surface of Interactive Technology,
5. Pen calibration,
6. Wall box assessment and
7. Sound quality check.

i. It is the expectation of APS that a report tracking preventative maintenance activities and findings be submitted monthly.

j. The vendor must be able to integrate with the APS Call Management System to receive, update and close work orders. APS IT support team will report all legacy break/fix and warranty calls to vendor via the APS electronic Call Management System (CMS). The vendor will manage and track warranty, maintenance and break/fix for all legacy and warranty equipment. There is no limit on the number of incidents per year; all incidents shall be addressed as needed and within the Service Level Agreement (SLA).

k. Service agreement work shall be coordinated through APS within the Information Technology (IT) Department. The IT department will have service technicians review all work orders will be validated before assigning to vendor.

l. The vendor must submit a document outlining the service agreement terms and conditions for both warranty and legacy equipment. The document submitted should be worded without legal language. The document should provide details about removing and or uninstalling legacy equipment to replace with new equipment and details regarding cost.

3.69 Working on an APS Site

a. During normal facility/school hours, vendor personnel must sign in at the facility/school main office upon arriving at the facility and obtain appropriate visitor’s badge prior to beginning any work. The badge must be worn by the vendor’s employees at all times while on APS property. Prior to departing each day, vendor personnel must sign out and return badge.

b. All after-hour facility access must be coordinated with the appropriate APS staff and vendor must sign in according to the policy of that facility.
c. All vendor employees shall wear photo ID badges or clothing identifying the name of the company at all times while working on an APS site.

d. Vendors may not park vehicles or equipment in such a manner that would block school drivers or bus access points.

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

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

g. APS is not responsible and will not be held liable for any lost, stolen or damage materials or equipment on APS premises.

h. Vendor will be required to correct any issues or damages with workmanship for a period of twelve (12) month’s at vendor’s expense.

i. 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.

j. Guns, knives or any other recognized weapons or any tools or instruments intended for use, as weapons are not allowed on any Atlanta Public Schools’ property.

k. Smoking is prohibited at all APS sites (inside and outside). In addition, smoking is prohibited in vehicles operating or parked on APS sites.

l. Possession and/or use of alcohol, tobacco or illegal drugs are prohibited on APS property.

m. School Schedules:

<table>
<thead>
<tr>
<th>Level</th>
<th>School Opens for Walkers/ Car Riders</th>
<th>Start of Instructional Day</th>
<th>End of Instructional Day</th>
<th>School Closes for Walkers/ Car Riders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>7:30 am</td>
<td>8:00 am</td>
<td>2:30 pm</td>
<td>2:45 pm</td>
</tr>
<tr>
<td>Middle</td>
<td>8:35 am</td>
<td>9:05 am</td>
<td>4:05 pm</td>
<td>4:20 pm</td>
</tr>
<tr>
<td>High</td>
<td>8:00 am</td>
<td>8:30 am</td>
<td>3:30 pm</td>
<td>3:45 pm</td>
</tr>
</tbody>
</table>

3.70 Attachments
   a. Attachment 1, Solution Price & Additional Options Proposal Form
   b. Attachment 2, Equipment Requirement Specifications & Options Checklist
   c. Attachment 3, Interactive Classroom Technology Upgrade Pre-Installation Assessment
   d. Attachment 4, Interactive Classroom Technology Upgrade Post-Installation Assessment
   e. Attachment 5, APS Classrooms with no Interactive Technology

4.0 GENERAL INFORMATION

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

4.2 All questions or requests for clarification must be sent by email to nmathis@atlanta.k12.ga.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, 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.

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.

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](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.

6.0 SUBMISSION REQUIREMENTS

6.1 Proposals shall be submitted as follows:
- Section 6.12, Section 1, Company Qualifications and Experience
- Section 6.12, Section 2, Methodology / Operations
- Section 6.12, Section 3, Technical Specifications

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

Section 6.12, Section 4, Pricing (Price Proposal Form and supporting documentation if applicable)
1. The original (marked as such) price proposal form and three (3) hard copies of the price proposal form in a separate sealed envelope labeled pricing.
2. All hard copies should be submitted on loose leaf paper, front only.
3. Pricing should be saved on two (2) Pen-drive or Flash Drives. All Pen-drive/Flash Drives should be labeled with the company name, bid name and bid number. All pricing information on Pen-drive/Flash Drives should be provided in the excel format. Note: pricing and the required documents should be submitted on the same Pen-drive/Flash Drives.

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. Local Preference Form
12. Copy of Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local
ATLANTA PUBLIC SCHOOLS
Interactive Classroom Technology Upgrade

Preference
13. Copy of local or state business license or permit (if firm does not qualify for local preference)
14. Signature page to APS contract
15. Spec sheet for each proposed item.

6.3 The required documents should be submitted as follows:
2. The original (marked as such) document and three (3) hard copies of the document in a separate sealed envelope labeled required documents.
3. All hard copies should be submitted on loose leaf paper.
4. All documents saved on two (2) Pen-drive/Flash Drives. All Pen-drive/Flash Drives should be labeled with the company name, bid name and bid number. All information on Pen-drive/Flash Drives should be provided in a single PDF file format. Note: the required documents and pricing should be submitted on the same Pen-drive/Flash Drives.
5. Required documents should be saved on the Pen/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. Please do not submit binders or boxes of any kind, please do not use staples of any kind, please use 8.5”X11” white paper only. Please do not submit a copy of the original bid with your RFP proposal unless it includes your outlined response to this RFP. Please only use medium binder clips to separate each section of the bid proposal. Submit your sections in an envelope no larger than 10”X13”, envelope limit is (5), must include sealed bid label on the outside of all packages submitted.

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
a. Provide a brief history of the company including the number of years in business providing the goods or services specified in this solicitation.
b. Provide resumes which include qualifications, certifications, education and responsibilities of staff expected to be assigned to this project.
c. Provide copies of any company certifications or licenses relevant to this project.
d. Provide three (3) references from organizations/K-12 school districts for which your company is currently providing services similar to the specifications of this solicitation. Provide the following information for each reference:
   - Name and address of organization
   - Name and title of primary contact with telephone number, fax number and e-mail address.
   - Description of the services provided including dates

e. Vendor shall include certifications for current personnel with the proposal.
f. Project manager credentials should be included with the proposal and an outline of the project management process should be provided.
g. APS requires a local Service Manager as the single point of contact from the awarded vendor to meet with APS management as needed per APS. The primary function of the Vendor Service Manager will be to ensure all service delivery tasks are met for APS. Service Manager credentials should be included with the proposal and an outline of the service management process should be provided.
h. The vendor must submit a document outlining the installation plan to include all aspects of requirements listed in this RFP. This document should be worded so that the average individual can understand it without interpretation by an attorney.
i. The vendor shall have necessary personnel to respond to warranty service calls within the required service level agreements (SLA) for the duration of the warranty service agreement period.

Section 2 – Methodology / Operations
a. Provide a startup / implementation plan for this project.
b. Describe the support available to support APS on this project.
c. Describe the project management methodologies that will be used for this project.
d. Describe the training available to APS.
e. Describe your hiring process including recruiting, screening and training.
f. Describe how the proposal meets or exceeds the required minimum specifications for the five (5) year onsite warranty.

Section 3 – Technical Specifications
a. Provide information on how the proposed LED Panel with Integrated Speakers meets or exceeds the mandatory and desirable specifications listed within the RFP.
b. Provide information on how the proposed Presentation / Collaboration system meets or exceeds the mandatory and desirable specifications listed within the RFP.
c. Provide information on how the proposed Interactive Handheld Wireless Slate or Similar Device meets or exceeds the mandatory and desirable specifications listed within the RFP.
d. Provide information on how the proposed Document Camera meets or exceeds the mandatory and desirable specifications listed within the RFP.
e. Provide information on the mounting options for the LED Panel with Integrated Speakers.
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Interactive Classroom Technology Upgrade

f. Provide information on how the proposed Microphone meets or exceeds the mandatory and desirable specifications listed within the RFP.

Section 4 - Pricing
a. 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.
b. Please submit the pricing form(s) in excel format, please do not submit these form(s) in handwritten format or in .pdf format on the pen/flash drives.

7.0 EVALUATION
7.1 To be eligible for consideration, proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the awarded vendor to meet all specifications and guidelines set forth herein.

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

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

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

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

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

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

7.8 Proposals will be evaluated on the following criteria:

- Company qualifications and experience
- Methodology / operations
- Price
- Local Preference

7.9 APS reserves the right to request a best and final offer (BAFO) from offerors during the evaluation process.
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Interactive Classroom Technology Upgrade

7.10 APS reserves the right to negotiate price and/or non-price terms and conditions with selected vendor(s).

7.11 APS reserves the right to negotiate price and/or scope of work terms and conditions with selected vendor(s).

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

7.13 3.6 APS reserves the right to invite vendors to provide a demo of proposed solution as part of the RFP evaluation criteria.

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

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

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

8.2 This contract shall be for one (1) base term (of one year or less) with 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 Chief Information Officer. Supervision of the contract will be performed by the owner’s representative or his/her designee.

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

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

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

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

9.0 LOCAL PREFERENCE
9.1 In order to encourage and promote Atlanta Public Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

9.2 Local preferences are prohibited when federal funds are the source of funding.

9.3 Local businesses that wish to receive preferential consideration shall submit a copy of their Occupation Tax Registration Certificate issued by Clayton, Cobb, DeKalb, Fulton or Gwinnett counties or by a city government located with the five-county metro area (e.g. Atlanta, Decatur, Marietta) covering the last 12 month period to certify qualification or the preference as part of each proposal or response.

10.0 CONTRACT
10.1 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.

10.2 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.
RFP Name: Interactive Classroom Technology Upgrade
RFP Number: 031215-02

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

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

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

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

Other (Please explain): ______________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

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

Company name

Company address

(_____) ____________________ (_____) ____________________
Company telephone number Company fax number

Primary company contact e-mail address

Authorized company official signature Title Date
ATLANTA PUBLIC SCHOOLS
Interactive Classroom Technology Upgrade

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

Company Name: ________________________________________________

Bid Name: Interactive Classroom Technology Upgrade
Bid Number: 031215-02

After careful examination of the solicitation document in its entirety, Interactive Classroom Technology Upgrade, 031215-02 and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

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

__________________________
Authorized Official Name

Title  Date

(_____)  (_____)  
Business Telephone Number  Fax
OFFEROR INFORMATION FORM
(This form must be completed and returned with your response)

RFP Name: Interactive Classroom Technology Upgrade
RFP Number: 031215-02

Full Company Legal Name: ________________________________________________

Street Address: ____________________________________________________________

City, State, Zip Code: ______________________________________________________

Contact Name for Solicitation: ________________________________ Title: ____________
Telephone: _______ Fax: _______ E-mail: ________________________________

Contact Name for Contract: ________________________________ Title: ____________
Telephone: _______ Fax: _______ E-mail: ________________________________

Contact Name for Purchase Order’s: __________________________ Title: ____________
Telephone: _______ Fax: _______ E-mail: ________________________________

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

E-mail □ ___________________ Fax □ _______

Company Web Site: __________________________________________ State of Incorporation: ______
Taxpayer ID Number: ________________________ Duns #: ______________________

Check one of the following: □ Independently owned and operated: □ An Affiliate or Division of:

Company Name: ________________________________________________
Address: ________________________________________________________

1. Does the company utilize an Affirmative Action Plan for Equal Employment Opportunity? Yes □ No □

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

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

3. If recommended for award will company provide proof of insurance as required? Yes □ No □

4. 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 □

5. 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 □

6. Does the company accept payment by credit card? Yes □ No □

7. Is the company registered as a vendor with Atlanta Public Schools? Yes □ No □

If your company is currently registered under another name with Atlanta Public Schools, Please list the name of the company listed as a registered vendor with Atlanta Public Schools below:

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

RFP Name: Interactive Classroom Technology Upgrade
RFP Number: 031215-02

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

References for: (Company Name)

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

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

3. Company: _______________________________________________________________________
   Address, City, State, Zip: ___________________________________________________________________
   Name/title of Contact Person: ___________________________________________________________________
   Telephone: (   )         Fax: (   )
   E-mail: ___________________________________________________________________
   Provide the scope of work and date of project: ___________________________________________________________________
Primary Vendor Name: __________________________________________________________

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

RFP Name: Interactive Classroom Technology Upgrade

RFP Number: 031215-02

State of: __________________________________________________________

County of: __________________________________________________________

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

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

   **Joint Venture Company “A”**

   Company Name__________________________________________ Federal ID No. ______________

   Address: ________________________________________________

   City: ___________________________ State: ___________ Zip: ____________

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

   **Joint Venture Company “B”**

   Company Name__________________________________________ Federal ID No. ______________

   Address: ________________________________________________

   City: ___________________________ State: ___________ Zip: ____________

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

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

   Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.
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Interactive Classroom Technology Upgrade

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.
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Interactive Classroom Technology Upgrade  

JOINT VENTURE AFFIDAVIT  

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

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

Subscribed and sworn before me

this __________ day of _______________ 20____.

(A) ____________________________________________  
Name of Contractor/Company A

My commission expires: ________________ By: ___________________ (L.S.)

______________________________________ Print Name

Subscribed and sworn before me

this __________ day of _______________ 20____.

(B) ____________________________________________  
Name of Contractor/Company B

My commission expires: ________________ By: ___________________ (L.S.)

______________________________________ Print Name
ATLANTA PUBLIC SCHOOLS
Interactive Classroom Technology Upgrade

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

RFP Name: Interactive Classroom Technology Upgrade
RFP Number: 031215-02

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

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

Company Name: ____________________________
Street Address: ____________________________
City, State, Zip: ____________________________
Telephone: (____) __________ Fax: (____) __________
Primary Contact: ____________________________
E-mail Address: ____________________________
Services to be provided: ____________________________

Company Name: ____________________________
Street Address: ____________________________
City, State, Zip: ____________________________
Telephone: (____) __________ Fax: (____) __________
Primary Contact: ____________________________
E-mail Address: ____________________________
Services to be provided: ____________________________

Company Name: ____________________________
Street Address: ____________________________
City, State, Zip: ____________________________
Telephone: (____) __________ Fax: (____) __________
Primary Contact: ____________________________
E-mail Address: ____________________________
Services to be provided: ____________________________
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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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Atlanta Public Schools

Name of Public Entity

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

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me
On This The ________ Day Of __________________________, 20__. 

Notary Public

My Commission Expires: __________________________
ATLANTA PUBLIC SCHOOLS
Interactive Classroom Technology Upgrade

Affidavit of Exception
(If applicable, this form must be completed and returned with your response)

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: _____________________________________________
In order to encourage and promote Atlanta Public Schools contracting opportunities with local businesses, formal solicitation processes may give preference to proposals and bids from local businesses based on the following rules.

**Local Area**
The chart below shows the counties and cities considered local for preference purposes. A business must have been registered in one of the below jurisdictions for at least 12 months to receive local preference.

<table>
<thead>
<tr>
<th>County</th>
<th>Cities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clayton</td>
<td>Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, Riverdale</td>
</tr>
<tr>
<td>Cobb</td>
<td>Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, Smyrna, Vinings</td>
</tr>
<tr>
<td>DeKalb</td>
<td>Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain</td>
</tr>
<tr>
<td>Fulton</td>
<td>Atlanta, Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City</td>
</tr>
<tr>
<td>Gwinnett</td>
<td>Berkeley Lake, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Snellville, Sugar Hill, Suwanee</td>
</tr>
</tbody>
</table>

**Certification**
Local businesses that wish to receive preferential consideration shall submit a copy of one or more valid Occupational Tax Registration Certificate(s) issued by Clayton, Cobb, DeKalb, Fulton or Gwinnett counties or by a city government located within the five-county metro area (e.g. Atlanta, Decatur, Marietta) covering the last 12 month period to certify qualification for the preference as part of each proposal or response.

**Procedures for local preference**
*Request for Proposals (RFP)* – If a local business meets the quality standards established for the RFP process, the local business shall be awarded five (5) additional points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Chief Financial Officer or his/her designee.

*Invitations to Bid (ITB)* – In general, price is the deciding factor in APS invitation to bid processes. In cases when two or more responses offer the same price to the district, local preference will be used as a tiebreaker.

**In order to qualify for local preference based on the requirements listed above, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.**

Company Name: ____________________________________________

Company Qualifies for Local Preference: Yes [□] No [□]

Occupational Tax Registration Certificate issued by:

County: __________________________ or City: __________________________
ATLANTA PUBLIC SCHOOLS
Interactive Classroom Technology Upgrade

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

RFP Name: Interactive Classroom Technology Upgrade
RFP Number: 031215-02

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 (Section 1 & Section 2).
3. ☐ The proposal (Section 1, Section 2 & Section 3) on three (3) Pen-drive or Flash Drives. Section 1, Section 2 and Section 3 information on Pen-drive/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) Pen-drive/Flash Drives. All required document information on Pen-drive/Flash Drives should be protected or in PDF file format. Note: the required documents (.pdf) and pricing (.xls or .xlsx) should be submitted on the same Pen-drive/ Flash Drives.
5. ☐ Price proposal form(s). The original and three (3) hard copies of the price proposal form on two (2) Pen-drive/Flash Drives. All pricing information on Pen-drive/Flash please submit in excel (.xls or .xlsx) format on the pen/flash drive, please do not submit this form in handwritten format. Note: the required documents (.pdf) and pricing (.xls or .xlsx) should be submitted on the same Pen-drive/ Flash Drives.
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. ☐ 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. ☐ Local Preference Form, if applicable.
17. ☐ Occupation Tax Registration Certificate, (if applicable, refer to section 9 Local Preference)
18. ☐ Copy of local or state business license or permit (if firm does not qualify for local preference)
19. ☐ Review and accept all provisions of the contract by executing and returning signature page.
20. ☐ Review and accept the General Terms and Conditions.
RFP Name: Interactive Classroom Technology Upgrade
RFP Number: 031215-02
The following items must be completed and submitted with your response. *Note: only return pages on which your company has included a response.*

23.☐ Attachment 3, Interactive Classroom Technology Upgrade Pre-Installation Assessment (Sample)
24.☐ Attachment 4, Interactive Classroom Technology Upgrade Post-Installation Assessment (Sample)
25.☐ Attachment 5, APS Classrooms with no Interactive Technology
26.☐ Attach a template for vendor annual maintenance agreement (if applicable)
27.☐ Attach a template for vendor warranty (if applicable).
28.☐ 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 __________________________
ATLANTA PUBLIC SCHOOLS
Interactive Classroom Technology Upgrade

Sealed bid Label

PLEASE CUT LABEL AND SECURELY TAPE TO THE FRONT OF ALL SEALED BID PACKAGE(s).

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

Company Name: ________________________________

Bid Name: Interactive Classroom Technology Upgrade

Bid Number: 031215-02

Due Date: March 12, 2015

Procurement Officer: Nicole Mathis, 404-802-2484

***Please tape this return label on all sealed bid package(s)***
AGREEMENT BETWEEN

ATLANTA INDEPENDENT SCHOOL SYSTEM

AND

[VENDOR]

FOR

Interactive Classroom Technology Upgrade

SOLICITATION NO.: 031215-02
STATE OF GEORGIA  
COUNTY OF FULTON

This Agreement (“Agreement”) is made and entered into 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 ____________ (insert full legal name of contractor) a __________ company organized and existing under the laws of the state of __________ located at ___________________ (insert contractor’s address) (hereinafter referred to as the “Contractor”, and together with APS, the “Parties”, and each a “Party”).

WITNESSETH

WHEREAS, APS sought proposals from vendors to provide ______________ in Solicitation No. ___________;

WHEREAS, Contractor submitted a proposal to APS for the provision of said goods and/or services;

WHEREAS, the Director of Procurement for APS recommended that Contractor be awarded a contract to provide said goods and/or services to APS; and

WHEREAS, at its meeting on __________ (insert date) the Board of Education authorized this Agreement with Contractor.

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:

DEFINITIONS

Contract Documents.

The Contract Documents relative to this Agreement consist of:

a. This Agreement;

b. Solicitation No. _______ _________ (Exhibit A);

c. The Contractor’s Proposal to the above-numbered Solicitation, including pricing, and any applicable Scope of Services and any
applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Contractor that have not been explicitly accepted by APS in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration; (Exhibit B);

d. Board Authorization Report No. ___________, dated ______________ (Exhibit C); and

e. The Official Award Letter dated ________________ (Exhibit D).

This Agreement together with the aforementioned documents collectively form the Contract. 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. APS shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Contractor’s liability or any other third party’s liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Contract.

Inconsistency.

Any inconsistency or conflict among the specific provisions of this Agreement and the other Contract Documents shall be resolved as follows:

(a) First, by giving preference to the specific provisions of this Agreement;

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

(c) Third, by giving preference to the specific provisions of Contractor’s Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as Exhibit B, except that objections or amendments by a Contractor that have not been explicitly accepted by APS in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration.
SCOPE OF CONTRACT

Purpose.

Contractor will provide, and APS hereby engages Contractor for the purpose of providing ________________ (insert name or general description of goods/services to be provided) to APS in accordance with the statement of Work included in Contractor’s Proposal, and/or outlined in the Solicitation dated _______ __, 2015.

Contractor agrees to provide said goods or services to or for APS and to perform all other tasks required by this Contract.

Contractor’s Proposal.

Contractor will provide the goods and/or services to APS in the manner defined in Contractor’s Proposal attached hereto as Exhibit B and incorporated herein by reference.

TERM

The term of this Contract is as follows:

Initial Term.

The performance period for this Contract is one (1) year, subject however to paragraph 3.2 and Article VII below. Contract performance shall begin on _______ __, 2015.

Optional Renewal Terms.

In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a “Renewal Term”) to be exercised at the sole discretion of APS.

Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of APS at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or renewed as provided herein. During the Term, this Contract will be automatically renewed for the following calendar year unless this Contract is terminated in accordance with the provisions of Article VII herein below.

Same Terms.

Unless mutually agreed upon in writing by the Parties, or otherwise indicated herein, all provisions and conditions of any Subsequent or Renewal Term shall be exactly the same as those contained within in this Contract.
Statutory Compliance Regarding Purchase Contracts.

The Parties intend that 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.

CONTRACTOR SERVICES AND RESPONSIBILITIES

Performance.

Contractor by the execution of this Agreement, acknowledges that it possesses 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.

Contractor’s Responsibilities.

(a) General

It is the Contractor’s responsibility to comply with all of the terms and conditions of this Contract. The Contractor is also expected to make every effort to support the mission and duties of APS.

(b) Personnel and Staffing.

Contractor is solely responsible for all matters concerning the recruitment, performance and retention of Contractor’s personnel. 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 understands and agrees that employees of APS or the 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 APS.

Contractor warrants that all persons assigned to perform the services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by APS. All of Contractor’s or any of 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. Contractor agrees that any obligation to provide health insurance to any individual employed, utilized or subcontracted by Contractor shall be the sole and exclusive responsibility of Contractor or the subcontractor of Contractor.

Contractor warrants that all persons assigned to perform the services under this Contract are 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 Contract, APS shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the request of APS, immediately replace such person with another person acceptable to APS and with sufficient knowledge and expertise to perform the services in accordance with this Contract.

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 Contract.

Contractor warrants that persons assigned by Contractor to provide the services to APS possess all licenses, training and certifications required by the State of Georgia. Contractor understands and agrees that 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 the behalf of its personnel, as required by law.

Contractor recognizes that personnel who are assigned to provide the 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 in accordance with the terms of this Contract.

Contractor agrees to relinquish to APS any and all proprietary rights which it may have in work product created or contributed to by personnel while on assignment.

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 Contract.

For the breach or violation of the above warranty and after notice, APS shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**Warranties.**

APS does not waive, amend or abridge any stated or implied contractual or warranty rights provided to APS under state or federal law. In addition, Contractor warrants and agrees as follows:

(a) Any goods, applications or software purchased or provided under this Contract will be defect free in design, materials and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by APS in the Solicitation and shall conform to all the requirements of the Solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of the Solicitation and as set forth in Contractor’s Proposal. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by APS.

(b) Any services purchased under this Contract will be performed by Contractor according to its best efforts for the Term(s) of this Contract. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by APS.

(c) Contractor is fully aware of APS’ business requirements and intended uses of the goods, applications, software, processes, services and products and warrants that such shall be fit for such intended uses.

(d) Contractor represents and warrants that all the concepts, materials, applications, products and services produced, or provided to the APS shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Contractor represents and warrants that the concepts, materials, applications, products and services and the APS’ use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and
services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by APS.

FINANCIAL ARRANGEMENTS

Compensation and Payment.

APS shall pay Contractor for the satisfactory performance of the services and satisfactory delivery of the goods solicited, approved and accepted under this Contract, the terms and rates set forth in the Contractor’s Proposal. Contractor acknowledges and agrees that this is a nonexclusive requirements type contract. Regarding Contractor’s provision of goods and/or services under this Contract, APS will utilize Contractor’s services on an as needed basis, based on approved statement of work and as such APS will only be responsible for payment for goods and/or services related to Contractor’s Proposal and Statement of Work 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) annually; however, APS is under no obligation to solicit goods or services totaling this amount and Contractor will only be paid for services rendered and good accepted. Nothing in this Contract shall serve as a guarantee that Contractor will receive any purchase orders for goods or services solicited under this Contract.

Contractor shall submit periodic invoices in triplicate detailing the services performed and the goods delivered (as applicable). APS shall make payments 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 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. APS will not be subject to any late fees by Contractor.

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 Contract and which have not been remedied in accordance with this Contract;
(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 Contract;

(c) Persistent failure of Contractor to perform or provide its good or services in accordance with the contract schedule and the milestones established;

(d) Liens filed by Contractor’s sub-consultants or subcontractors or third party claims based on Contractor’s failure to make payments for services performed or materials provided;

(e) Failure of Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided;

(f) Damage to APS or to another contractor by Contractor; or,

(g) Failure of Contractor to provide upon request by APS documentation sufficient to substantiate charges on any invoice submitted for payment.

(h) Breach of any warranties contained in this Agreement.

Final Payment.

The acceptance of final payment shall, after the date of completion of the services and/or delivery of goods required under this Contract, constitute a release and a waiver of all claims by Contractor for payment for services and/or good delivered under this Contract 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 Contract (and any amendments thereto) between APS and Contractor.

Accounting Records.

All records of expenses pertaining to this Contract shall be kept on a sound accounting basis. Contractor shall maintain full and complete records and such records shall be available for review by APS or its authorized
representative at mutually convenient times. All records must be maintained for a minimum of seven (7) years after the final payment by 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 subcontractors’ 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 APS and any reviewing agencies during such period.

**Risk of Loss for Delivery of Goods.**

For all goods purchased by APS under this Agreement, Delivery shall be FOB destination, APS’ place of business. Insurance during shipment and until the goods are accepted by APS is the responsibility of Contractor.

**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.

**CONFIDENTIALITY AND SECURITY**

**Definition.**

Confidential information is defined as follows:

(a) Any information about the APS 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;

(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”); and

(c) Any information that is excluded from disclosure by APS by the Georgia Open Records Act OCGA 50-18-70 et. seq. (“the Open Records Act”), including but not limited to, student educational records and information.
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 APS of any of its rights with respect to the information.

The term “Confidential Information” does not include information that Contractor demonstrates:

(a) Was or becomes generally publically available, other than as a result of a disclosure by Contractor or any if its Representatives in violation of this Agreement;

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

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

**Contractor's Obligation Regarding Confidential Information.**

During and after the Term of this Contract, 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 suspected or actual security breach that may or does impact APS data or of any unauthorized use or disclosure of the Confidential Information. Contractor 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.

The Contractor shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, Contractor shall comply and shall assist APS in compliance, in all material respects, with applicable laws and regulations, including with Family Educational Rights and Privacy Act (FERPA), 20 U.S.C 1232g and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h, and all applicable privacy laws.
To the extent Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible student/parent/guardian and APS written permission. Personally identifiable student information and education records as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Contract.

In its own discretion, APS may designate Contractor as a “school official” within the meaning of FERPA, if APS determines that the Services under this Agreement are functions that would normally be provided by APS and if APS determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of APS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and use personally identifiable information and education records may only be for the purpose of performing its obligations under this Agreement. APS retains all ownership rights in education records and personally identifiable student information.

Notwithstanding any other term of this Agreement, Contract will not disclose personally identifiable information or education records to any third party except as permitted by 34 C.F.R. 99.33(a). APS may have access to student records maintained by Contractor with ten (10) business days’ notice to Contractor as provided for in this Agreement. With respect to information protected by FERPA, Contractor may not continue to maintain education records or personally identifiable information of Students after termination, and must return or destroy, as requested by APS, all such records and information to APS as the owner of that information within ten (10) days of termination for any reason, unless otherwise agreed to in writing by the Parties.

**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 respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns; 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 and without the posting of a bond.

**Georgia Public Records.**

Contractor understands and agrees that APS must comply with the Open Records Act and release public documents as defined by the Open Records Act.
upon request, including this Agreement and all records created and maintained in relation to this Agreement, unless otherwise exempt under other provisions of the Open Records Act. Contractor understands and agrees that APS will respond to requests under the Open Records Act at its discretion. Contractor shall assist APS in compliance with all provisions of the Open Records Act and make records pertaining to the performance of services or functions under this Contract available to APS at the request of APS.

If Contractor asserts that any information in its response or in any information provided to APS with respect to the services or products under this Agreement are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then Contractor must follow the requirements of the Act set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

**Data Security.**

Contractor understands and agrees that it is imperative to protect APS data in order to protect public resources and to prevent identity theft or other malicious and damaging acts. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of APS data and information. Contractor shall also adhere to all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all APS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security.

**TERMINATION**

This Agreement may be terminated as follows (in addition to the termination provisions set forth in the Solicitation, if any):

**Termination Without Cause.**

(a) APS may, at any time upon thirty (30) days prior written notice to Contractor, terminate (without prejudice to any right or remedy of APS) the whole or any portion of this Contract for the convenience of APS. If APS terminates the whole or any portion of this Contract at APS’ convenience, then APS shall only be liable to Contractor for the goods and/or services satisfactorily provided and or performed by Contractor up to the date of termination.

(b) APS may terminate this Agreement pursuant to O.C.G.A. § 20-2-506, APS by providing Contractor with at least thirty (30) days prior to the end of each calendar year during the term of this Agreement.
Further and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling APS's obligations hereunder, APS may terminate this Agreement by providing at least fifteen (15) days written notice of termination to the Contractor. Notice of termination shall include a certification by APS of the unavailability or insufficiency of funding, and such certification shall constitute an agreement by APS not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the Contractor before the earlier of the end of the calendar year following the year in which the notification of such certification is received by the Contractor or the date this Agreement expires on its own terms, whichever first occurs. APS shall be obligated for payments to the Contractor through the date of termination.

This Contract may be terminated by APS if APS gives the Contractor a written notice indicating non-renewal no less than 15 days prior to any automatic renewal date under the Contract. The written notice of non-renewal notice will evidence APS' intention not to renew this Agreement.

For Cause Termination and Other Remedies.

The occurrence of any one or more of the following events shall a default by Contractor under this Contract:

(a) Contractor fails to deliver the goods and services ordered by APS under this Contract or has delivered nonconforming goods or services or fails to perform, to the satisfaction of APS, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

(b) Contractor fails to make substantial and timely progress toward performance of the Contract or APS determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(c) Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or the Contractor terminates or suspends its business; or APS reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(d) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations or orders when performing within the scope of the Contract;
(e) The Contractor has engaged in conduct that has or may expose APS to liability, as determined in APS’ sole discretion; or

(f) The Contractor has infringed on a patent, trademark, copyright, trade dress or any other intellectual property rights of a third party.

In the event of default Contractor, APS shall provide written notice to the Contractor requesting that the breach or noncompliance be cured or remedied within the period of time specified in APS’ written notice to the Contractor. If the breach or noncompliance is not cured or remedied within the period of time specified in the written notice, then APS may: (1) Immediately terminate this Contract without additional written notice; and/or (2) Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor including without limitation offsetting amounts owed by APS to the Contractor by such charges; and/or (3) Enforce the terms and conditions of this Contract and seek any legal or equitable remedies.

**Termination by Contractor.**

Contractor may terminate this Contract if APS fails to make timely payment (within 30 days of invoice) of an invoice that has been approved by APS. Prior to terminating this 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.

**INSURANCE**

**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 (other than Contractor’s...
workers compensation and employer’s liability insurance). 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 of any insurance required under this Contract. 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 this Contract, or if such insurance is canceled for any reason, APS shall have (a) 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 (b) the right to terminate the Contract.

**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.
Workers’ Compensation Statutory

Employer’s Liability

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<tr>
<th>Bodily Injury by Accident</th>
<th>$100,000 each accident</th>
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</thead>
<tbody>
<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>
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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.

**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:

(a) Comprehensive Form  
(b) Contractual Insurance  
(c) Personal Injury  
(d) Broad Form Property Damage  
(e) Premises-Operations  
(f) 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.

**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:

(a) Comprehensive Form  
(b) 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.
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.

APS PROHIBITS UNLAWFUL DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT

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

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.

APS may suspend or terminate Contractor and Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

DRUG/ALCOHOL/TOBACCO/WEAPONS FREE WORKPLACE

Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by 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 law 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 policies and regulations of APS and the Atlanta Board of Education 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.

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.
SALES TAX

APS is exempt from all state sales tax and federal excise taxes; and shall not pay any such taxes under this Contract. APS, upon written request, will provide Contractor with applicable sales tax exemption certificates.

NO WARRANTY DISCLAIMER

Contractor warrants that its services or goods or both fit the need or purpose of the Solicitation attached as Exhibit A. Contractor cannot disclaim these warranties. Should any third party warranties exist, Contractor agrees to pass along all such warranties to and for the benefit of APS, and to serve as APS’ contact to facilitate its rights under such warranties.

GENERAL TERMS AND CONDITIONS

General Purchasing Policies.

The APS Purchasing Policy, Procedures and Regulations, and the general terms and conditions, at: http://www.atlanta.k12.ga.us/page/231 are expressly incorporated in this Agreement by reference.

Assignment and Modification.

Contractor shall not assign, or transfer any interest in this Contract without the prior written consent of APS. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

Subcontractors.

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

Third Party Beneficiaries.

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

Ownership.

Contractor retains all rights, title and interest in and to its intellectual property and copyright materials, provided in connection with Contractor’s services (collectively, “Contractor IP”). Contractor grants to APS a personal, nonexclusive license to use Contractor IP for its own non-commercial, incidental use as contemplated herein. All data of APS shall remain the property of APS.
**Indemnification.**

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

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 Contractor not included in the paragraph above and for which the Board, its agents, servants or employees are alleged to be liable.

Contractor further agrees that its agreement to indemnify and hold harmless APS, its current, future or past 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 Subsection represents the entire agreement between the Parties regarding indemnification and replaces any other references to indemnification in Contract Documents or Exhibits.

**Disputes.**

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Contract or the breach thereof or otherwise with the Contract, which has not been resolved pursuant to other conditions of this Contract (hereinafter referred to as the “dispute”), Contractor, prior to pursuing any legal action, shall appeal the dispute to the Director of Procurement via APS’ Purchasing Dispute Resolution Provisions.

**No Waiver of Legal Rights.**

Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach, or of any right, that APS or Contractor may have for damages.
The Parties may waive any provision in this Contract 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 Contract, 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.

**Obligation to Perform.**

Contractor shall continue to perform notwithstanding all disputes or disagreements with APS, other than APS’ nonpayment of an approved invoice, following notice and cure as provided in this Agreement. Contractor’s performance under this Contract shall not be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and APS may otherwise agree to in writing.

**Rights and Remedies.**

The duties and obligations imposed by this Contract 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.

**Organization, Licenses, and Regulations.**

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 Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of this Contract. Contractor’s failure to provide such documents upon demand by APS will constitute grounds for termination of this Contract by APS.

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

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.
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 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 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: [Name]
[Address Line One]
[Address Line Two]
[Address Line Three]

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
Atlanta, Georgia 30303

Publicity.

Any publicity regarding the services or goods 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.

Extent of Agreement.

This Contract represents the entire and integrated Contract between APS and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. APS and Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or agreements not embodied in this Contract. This Contract 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 Contract. This Contract may be amended only by written instrument and only after such amendment has been authorized by the Board of Education, City of Atlanta.

**Venue & Governing Law.**

Venue of any action brought under this Contract shall lie exclusively in the City of Atlanta, Fulton County, State of Georgia, or in the United States District Court for the Northern District of Georgia, Atlanta Division, without giving effect to its choice of law principles. Contractor hereby waives any and all objections to the exercise of personal jurisdiction and venue in these courts. All matters giving arise under or relating to this Contract shall be governed and construed by the laws of the State of Georgia now in force and as hereafter amended from time to time. This paragraph represents the entire agreement between the Parties regarding venue and governing law and replaces any other references to governing law or venue in the Contract Documents or Exhibits.

**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.

**Severability.**

In the event any provision or any portion of any provision of this Contract, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Contract 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.

**Multiple Counterparts.**

This Contract 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.
**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.

**Number and Gender.**

Any reference in this Contract 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.

**Rights and Remedies Cumulative.**

Any enumeration of APS’ rights and remedies set forth in this Contract is not exhaustive. APS’ exercise of any right or remedy pursuant to this Contract 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 Contract, any other agreement between the Parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**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.

**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 my from time to time be provided by written instrument signed by both Parties.

**Authority.**

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

**Interpretation.**

This Agreement is the joint product of negotiations between the Parties and shall not be interpreted or construed against either Party hereto, regardless of which Party has been primarily responsible for its preparation.
**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 Contractor. Any failure to comply with this requirement constitutes a breach of this Agreement.

**Georgia Security and Immigration Compliance Act.**

Contractor’s full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents. Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.
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: __________________________

By: __________________________

Superintendent

Its: __________________________

Date: _________________________

Date: _________________________

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