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

Request for Proposal

For

Virtual Desktop Computing Solution

October 4, 2012

RFP Number: 102912-01
Due Date: 10/29/12
Time Due: 11:00 a.m. ET
NIGP Commodity Code(s): 920-31, 204-54, 204-53, 207-89, 207-23
ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

NOTICE TO PROPOSER:

Atlanta Public Schools invites proposals to provide a virtual desktop computing solution. APS will consider either a Citrix or VMware solution. Vendors may submit a proposal for one or both of the configurations (Citrix or VMware).

Please Note: Vendors may submit a separately packaged proposal for one or both of the configurations (Citrix or VMware).

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

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

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

A pre-proposal conference will be held on October 15th, 2012 at 3:00 p.m. ET at 130 Trinity Avenue S.W., 2nd Floor, Atlanta, Georgia 30303. Attendance is not mandatory but is strongly encouraged.

Proposals shall be accepted in the Office of Procurement Services of the Atlanta Public Schools, 130 Trinity Ave. S.W., 4th Floor Atlanta, Georgia 30303 up to 11:00 a.m. ET October 29th, 2012 (as determined by the time stamp clock in the APS Department of Procurement Services).

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

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

ATLANTA PUBLIC SCHOOLS

Randall Sellers
Director, Procurement Services

TENTATIVE TIMELINE
10/04/2012 Release RFP to the marketplace
10/15/2012 Pre-proposal conference, 3:00 p.m. ET
10/18/2012 Deadline for written questions, 4:00 p.m. ET
10/22/2012 Response to questions to be posted to the APS website
10/29/2012 RFP due in Procurement Services by 11:00 a.m. ET
10/30/2012 Administrative Review
10/31/2012 Evaluation
12/01/2012 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 (RFP) from qualified vendors for a virtual desktop computing solution. This RFP will allow qualified Offerors to propose their best possible technological solution.

Note: Vendors may submit a separately packaged proposal for one or both of the configurations (Citrix or VMware).

1.2 This initiative directly support the two (2) key goals identified for IT Infrastructure in the current IT Strategic Plan:
   a. Utilize available and relevant technology to create a comprehensive, device-neutral learning infrastructure where educators, students, and parents can collaborate, communicate, or learn wherever an Internet connection is available.
   b. Develop a learning environment that provides 24/7 secure access to data stored in multiple locations.

1.3 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 Overview
   a. The APS has its primary Data Center located at 130 Trinity Ave, SW, Atlanta, GA 30303. The secondary data center and disaster recovery (DR) site is located at 2352 Bagwell Drive, SW, Atlanta, GA 30315.
   b. Each school site has a direct 100Mbps MetroE connection back to the primary Data Center. A list of APS schools and locations can be referenced at www.atlantak12.ga.us.
   c. APS intends to substantially increase the bandwidth to each school and data center site over the next 2 years as it seeks to implement a new computing environment for all of its students leveraging the latest virtual desktop technologies. This new student computing platform will be able to meet the current and future demands for teaching and learning.
   d. All current non-Apple student computing systems will be replaced, including the aging Linux-based Thin Client platform currently running in about half of the schools. The new platform will support the concept of “Any Device, Anywhere, Anytime”, with students being able to access their applications and resources away from school and on their personal internet-connected electronic devices. The new platform will also be easier to manage and provide increased flexibility when new student assessments or applications need to be quickly deployed.
2.2 Background

a. Currently, APS has approximately 24,000 student endpoints district-wide. These include a mix of standard HP desktops running Windows XP or Windows 7, HP Multi-seats running Windows 7, and HP Thin Clients accessing school-based IBM Blade servers running Red Hat Linux and CentOS.

b. This virtual desktop platform will support all of the current software being used by students, including client/server and hosted applications.

c. The new system will allow for the decommissioning of thousands of pieces of old, out of warranty hardware, including over 250 servers currently located in the schools.

2.3 Approach

a. APS has spent considerable time researching the technology landscape and has determined that more than one solution will meet the needs of APS students. In this solicitation, the Offerors must be resellers with ability to select from a menu of choices to provide the best value proposition to the District. The offerors may submit more than one solution, if they have the capability of implementing more than one. Vendors may submit one proposal for each configuration.

b. Typically, a Virtual Desktop Infrastructure (VDI) implementation is comprised of four main components. These include the Virtualization Platform, the Server Hardware, Storage Hardware, and the End Point devices (Thin or Zero Clients). It is the intent of APS to eliminate the typical Storage Area Network (SAN) associated with a VDI implementation. The District will be able to accomplish this due to a number of factors.

   1. This will be for student computing and as such, all virtual desktops will be non-persistent.
   2. All student data, including student preferences and persona/profile data is stored in Office 365.
   3. VDI acceleration technologies will be used to serve the virtual desktops, to increase performance and to address boot/login storms.

c. In the solution to be implemented, a typical student will sit down at a new Zero Client and login to the network with their individual login. The system will map a drive to their SharePoint Online space in Office 365 and any of their preferences/persona data will be retrieved as a Windows 7 virtual desktop is displayed for their use. After completing their work, they will save their documents and their latest preferences/persona data will be automatically saved back to their SharePoint Online space. Their VDI session will go away and will be freed up for the next student to login.

d. This new solution will lay the groundwork for APS to support future Bring Your Own Device (BYOD) initiatives and allow for the ability to extend the school day 24/7. Students will be able to freely download the virtualization client to their home or mobile devices and be able to access their same applications and resources on “any device, anywhere, anytime”.

2.4 Summary

In order to be considered a success, the following goals must be achieved:
a. Business Objectives
   1. Reduce operational costs associated with application delivery, desktop maintenance and desktop support.
   2. Enhance the user experience by supporting BYOD initiatives.
   3. Increase the speed at which new applications are delivered to the students.
   4. Provide students access to their application resources 24/7 on any device, anywhere, any time.

b. Technical Objectives
   1. Deliver Windows 7 desktops to 8,000 concurrent users and 47,000 total users.
   2. Overcome any Windows 7 application compatibility issues.
   3. Robust printing solution.
   4. Capable of supporting diskless zero clients.
   5. Provide 24x7 availability.
   6. Initiate solution without a traditional SAN.
   7. Utilize existing network infrastructure with latencies of 100ms or greater.
   8. Utilize 2 data centers in an active/active configuration.
   9. Start the implementation during the FY12/13 school year, and complete the rollout during the FY13/14 school year (12-16 months).

2.5 This solicitation will consider all costs over a 3-5 year time period, to provide the lowest total cost of ownership (TCO) for the District. All items to be priced will require that all costs be provided, including licensing, maintenance, installation, etc.

3.0 SCOPE OF WORK
3.1 APS requires that the vendor provide 8,000 concurrent desktop virtualization licenses, along with an appropriate number of blade servers, approximately 24,000 Zero Clients, VDI accelerators, load balancers, antivirus software and professional services to integrate the system. The vendor will be responsible for the removal, disposal and asset documentation for the hardware being replaced by this system. This includes approximately 24,000 HP Thin Clients, Desktop Computers and HP Multi-seats, along with assorted keyboards, mice and monitors located across all school locations. Additionally, this includes approximately 250 IBM Blade Servers currently distributed in the Main Distribution Frame (MDF) data closet of about half of the schools.

3.2 The vendor will be the single point of contact for all purchases related to this project and will provide the architectural and engineering resources to implement the entire system.

3.3 Vendor responsibilities will include knowledge transfer and formal training for no more than five (5) APS IT administrators.

The following sections will break down each area of the solicitation and provide details on which products and services can be provided as solutions.

3.4 Desktop Virtualization Platform
   a. Two (2) options will be considered as the desktop virtualization platform, VMware View or Citrix XenDesktop.
   b. APS intends to procure 8,000 concurrent licenses initially, and will require the flexibility to add additional licenses for the same cost per license, if the student demand exceeds projections, to stay within license compliance.
c. Vendor must provide unit and total pricing for the 8,000 concurrent licenses, as well as any renewal or maintenance charges for five (5) years.
d. The Desktop Virtualization Platform component of the solicitation will be evaluated on a five (5) year TCO.
e. Specific details will be itemized on the price proposal form.

3.5 Desktop Virtualization Platform Expectations

In a VMware View implementation, the following is expected:

a. VMware vSphere 5 will provide virtualization services for the entire infrastructure and is included with VMware View.
b. The VDI environment must run on a single VMware vSphere hypervisor platform.
c. One or more student Gold images will be used along with Linked Clones to provide full Windows 7 virtual desktops to the students.
d. Applications are delivered either as installed applications or streamed applications from centralized ThinApp servers, which is part of VMware View 5.1.
e. APS will utilize Netscaler hardware appliances for load balancing.
f. TrendMicro antivirus will be implemented, leveraging vShield technology.
g. APS will utilize several VMware View Security Servers for secure remote access.
h. Offeror must provide written validation that each manufacturer included in the solution has certified the architecture and design of the solution before starting the pilot phase of the project.
i. PCoIP protocol will be leverage to provide the best possible multimedia experience.

In a Citrix XenDesktop implementation, the following is expected:

a. APS has an Enterprise Agreement with Microsoft, therefore APS may utilize Microsoft Hyper-V 2012 or Citrix XenServer to provide virtualization services for the entire server infrastructure.
b. Centralized XenApp servers will be used for delivery of virtual applications within a virtual desktop or directly to an end users device through the student portal.
c. XenDesktop will be used to deliver the virtual desktop environment. The core components include Web Interface Servers, Desktop Delivery Controllers, and supporting desktop images. The deployment will leverage Citrix Provisioning Services.
d. The Provisioning Services Environment will deliver desktop images with minimal storage requirements, provisioning and re-provisioning images in real-time from a single shared image.
e. APS will utilize Access Gateway/NetScaler hardware appliances for secure remote access and load balancing.
f. TrendMicro antivirus will be implemented as part of the solution.
g. User Profile Management will be used to provide users with a centralized profile that will roam from device to device.
h. Desktop and XenApp images are delivered to the virtual servers via three different Provisioning services vDisk images.
i. Offeror must provide written validation that each manufacturer included in the solution has certified the architecture and design of the solution before starting the pilot phase of the project.
j. ICA/HDX protocol will be leveraged to provide the most robust experience with multimedia.

3.6 Server Platform

a. APS is requesting pricing for a specified number of blade servers, as indicated on the price proposal form.
b. APS has provided the sample specifications for three (3) different server platforms that will be considered, including HP, IBM and Cisco solutions. See attachment 1.
c. All servers will include a three (3) year warranty and 5 x 9 support.
d. As part of ensuring high availability and disaster recovery, approximately two-thirds of the servers will be installed in the main data center and one-third of the servers will be installed at the DR site.

e. Servers will be evaluated on a three (3) year TCO.

3.7 Zero Clients

a. APS intends to procure approximately 24,000 zero clients as part of this solicitation.
b. The zero clients to be procured will be based on the desktop virtualization platform selected.
c. If VMware is selected, a PCoIP-enabled zero client must be priced with the solicitation response.
d. If Citrix is selected, then an HDX-enabled zero client must be priced in the solicitation response.
e. Some of the latest models of Zero clients are able to support both protocols.
f. In order to provide the best value to the district, units from HP, Dell Wyse and Cisco are being specified for this solicitation.
g. Zero clients will be evaluated on a three (3) year TCO.

3.8 VDI Accelerators

a. In order to deploy a Virtual Desktop architecture without a SAN, a VDI Accelerator is required to host the VDI sessions.
b. This approach eliminates the expense of additional storage and addresses the needs of boot/login storms that might typically be associated with this type of installation.
c. Three (3) products will be considered as VDI Accelerators,
   1. FusionIO,
   2. Atlantis Computing iLio
   3. Whiptail.
d. Vendor must select one of the three (3) configurations listed on the price proposal form.
e. The VDI Accelerator choice will then dictate the number of server blades that must be provided in the proposed solution.
f. Due to the server OEM nature of FusionIO and typical server warranties, all of the VDI Accelerators will be evaluated on a three (3) year TCO.

3.9 Load Balancers

a. In either solution, Netscaler load balancers will be implemented to manage traffic between the data centers and in the case of a Citrix solution, they will manage remote user access.
b. Load Balancers will be evaluated on a five (5) year TCO.

3.10 Antivirus

a. In either solution, a 5 year site license of TrendMicro will be integrated into the solution.
b. In the case of a VMware solution, vShield will be leveraged to provide the most advanced technology in a server hypervisor platform.
c. Antivirus will be evaluated on a five (5) year TCO.

3.11 Planning, Engineering and Installation Services

a. The Offeror providing the best solution to APS will be responsible for reselling all of the products in their proposal.
b. The vendor will provide the architectural and engineering resources to develop the final design, install and configure all of the back-end services in both data centers, and coordinate the zero client installations at all APS sites.
c. The vendor will engage the client virtualization manufacturer (either VMware or Citrix) to validate the design and configuration of the solution
d. The Offeror will be responsible for virtualizing up to six (6) traditional client/server applications as part of the application streaming component of this solution.
e. Part of the training provided by the Offeror will include application virtualization for application streaming.

f. The successful Offeror will also provide technical training authorized by VMware or Citrix for 5 APS IT administrators to support the system after implementation.

g. The successful Offeror will also provide technical training to the same five (5) APS IT Administrators on any systems required to support the solution, including server management systems, VDI Accelerator management, and Zero Client management. Netscaler and TrendMicro training are listed separately on the pricing sheet and will be provided directly by the respective manufacturers.

3.12 After contract award, APS and the successful Offeror will engage in regular meetings to refine the project design, scope and schedule. APS must provide written sign-off prior to advancing through each phase of the project life cycle. APS must also provide written sign-off on each school pilot, prior to implementing the full school roll-out schedule.

3.13 The vendor will be responsible for the removal, disposal and asset tracking documentation for the hardware being replaced by this system. The system must be scrubbed in accordance with DOD 5220-22-m. This includes approximately 24,000 HP Thin Clients, Desktop Computers and HP Multi-seats, along with assorted keyboards, mice, and monitors located at all school locations. Additionally, this includes approximately 250 IBM Blade Servers currently distributed in the Main Distribution Frame room of about half of the school.

4.0 GENERAL INFORMATION:
4.1 All communications regarding this solicitation must be with Dana Greer the assigned Procurement Officer for the APS.

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

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

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

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

4.6 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.

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

4.8 Payments Withheld. APS intends to withhold the initial payment until the vendor obtains certification of the design by the manufacture. APS will allow no more than 4 months following
contract execution, to achieve this deliverable. 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 and/or product installation not performed in accordance with the terms of this Agreement and which have not been remedied in accordance with this Agreement;
b. Persistent failure of the Vendor to perform or provide its services in accordance with the contract schedule and the milestones established;
c. Liens filed by the Vendor's sub-consultants or subcontractors or third party claims based on the Vendor's failure to make payments for services performed or materials provided;
d. Failure of the Vendor to make payments properly to its own sub-contractors, consultants or subcontractors for services performed or materials provided; or
e. Damage to the APS or to another vendor by the Vendor.

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 $37.25 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
- Quick Links
- Procurement
- E-verify

5.5 Failure to provide the required Georgia House Bill 87 documentation may result in the offeror’s response to the solicitation being deemed non-responsive and ineligible for evaluation.
5.6 The Atlanta Board of Education desires that the Atlanta Public Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with vendors is above reproach, vendors are prohibited from giving any APS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than $50.00), which must be disclosed to the immediate supervisor and the Department of Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted. (Refer to Policy GAG and GAJB).

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

5.8 Vendor will provide APS IT Department monthly report of equipment moves, additions, and changes; inclusive of maintenance issues.

6.0 SUBMISSION REQUIREMENTS
Please Note: Vendors may submit a separately packaged proposal for one or both of the configurations (Citrix or VMware).

6.1 Proposals shall be submitted as follows:
   Section 6.12, Section 1, Company Qualifications and Experience and Section 6.12, Section 2, Methodology / Operations
   1. The original (marked as such) documents and five (5) hard copies of all documents in a separate sealed envelope labeled Section 1 and Section 2.
   2. All hard copies should be submitted on loose leaf paper.
   3. All documents saved on five (5) CD-ROMs. All CD-ROMs should be labeled with the company name, bid name and bid number. All information on CD-ROMs should be provided in a single PDF file format.

   Section 6.12, Section 3, Pricing (Price Proposal Form and supporting documentation)
   1. The original (marked as such) bid 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.

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

12. Provide documentation of the company’s partner status with each of the manufacturers included in their proposed solution.

13. Provide the company’s partner status with Microsoft and resumes of key resources with Microsoft expertise (Office 365, Sharepoint, Windows 7, etc.)

6.3 The **required documents** should be submitted as follows:

1. The original (marked as such) document and three (3) hard copies of the document in a separate sealed envelope labeled **required documents**.
2. All hard copies should be submitted on loose leaf paper.
3. All documents saved on three (3) CD-ROMs. All CD-ROMs should be labeled with the company name, bid name and bid number. All information on CD-ROMs should be provided in a single PDF file format.

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 following information listed on the outside of the package:

- Full company name
- RFP name and number
- RFP due date and time
- Name of the assigned Procurement officer

6.5 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 offeror's proposal which will not adversely affect competition.

6.10 By submitting a response the offeror certifies that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service and is in all respects fair and without collusion or fraud; that collusive pricing is understood to be a violation of state and federal law and can result in fines, prison sentences and civil damage awards. It is further agreed that offeror agrees to abide by all conditions of the solicitation, notice of award and/or purchase order(s) of APS and that the person signing this bid is duly authorized to bid on behalf of the offeror.

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

Please Note: Vendors may submit a separately packaged proposal for one or both of the configurations (Citrix or VMware). Each configuration proposed must be in separate packaging, containing the below information:

Section 1 – Company Qualifications and Experience
a. Provide a brief history of the company including the number of years in business as a reseller for Citrix and/or VMware, providing the services specified in this solicitation.
b. Provide resumes of key company personnel which include qualifications, certifications, education and responsibilities of staff expected to be assigned to this project.
c. Provide three references for successful implementation of VDI of similar or greater size/complexity. Provide the following for each reference:
   • Name and address of organization
   • Name and title of primary contact with telephone number, fax number and e-mail address
   • Detailed description of the services provided, including dates
d. Provide three manufacture references for either VMware or Citrix in large scale VDI environments where remote users use the technology over lower bandwidth internet connections:
   • Name and address of organization
   • Name and title of primary contact with telephone number, fax number and e-mail address
   • Detailed description of the solution implemented, including dates, number of servers, license and endpoints provided.
e. Provide verification that Offeror is a Microsoft Certified Gold Partner.

Section 2 - Methodology / Operations
a. Provide a complete project implementation schedule along with your approach to implement the proposed solution with minimal impact to student education. APS anticipates piloting the solution at an Elementary, Middle and a High School before moving on to a full district-wide deployment. APS expects the Offeror to be responsible for all of the installation and configuration of the solution in the Data Center(s), for the Pilot Schools, as well as the full deployment at all school locations. The Offeror will be responsible for virtualizing up to 6 traditional client/server applications as part of the application streaming component of this solution. **Part of the training provided by the Offeror will include application virtualization for application streaming.**
b. Provide a description of necessary consulting services from the proposed virtualization manufacturer (either VMware or Citrix) to validate the proposed design and configuration of the solution.
c. Provide a detailed checklist of high-level configuration steps that will be necessary for this engagement.
d. Provide high level diagram(s) showing each component of the solution and how they integrate with each other.
e. Describe in detail the delivery mechanisms for providing the students a virtual Windows 7 desktop with associated applications in school, and also providing an application portal serving streaming applications to students outside of school and on mobile devices. Can the portal solution for outside of school and on mobile devices be integrated into the APS Student (Microsoft) Sharepoint Portal? If so, describe how.
f. One of the biggest challenges in any VDI implementation is dealing with printing. Provide a detailed plan on how printing will be handled in your solution. Keep in mind that the zero clients in the schools will be stationary, but the students may move from classroom to classroom throughout the day. Additionally, how will students print to a local printer when accessing the system from a home or library computer when not in school?
g. One of the keys to the success of this solution is utilizing Microsoft Office 365 for student document and profile storage in Sharepoint Online. Describe your plan to make the integration map locations and profile. Describe “storage” within the response.

h. Describe how your solution integrates with Microsoft Active Directory.

i. Describe your process for removal, disposal, and asset documentation of the existing APS student computing equipment that will be replaced, which includes approximately 24,000 end-points, 250 servers and assorted keyboards, mice and monitors.”

j. Provide an Operational Plan that describes how the solution will be managed once it is installed, including any post-implementation support available to APS.

k. Describe assumptions for capacity of the APS staff to provide post-implementation support.

l. Offeror will guarantee licensing and support costs for the life of the contract.

m. Offeror will provide technical training for 5 APS IT staff to support the entire integrated system.

n. APS reserves the right to seek clarification on any proposed configurations prior to Award.

o. Describe training to include:
   1. Application virtualization for application streaming.
   2. Technical training authorized by VMware or Citrix, for 5 APS IT administrators to support the system after implementation.
   3. Additional technical training to the same five (5) APS IT Administrators on any systems required to support the solution, including server management systems, VDI Accelerator management, and Zero Client management (Netscaler and TrendMicro training are listed separately on the pricing sheet and will be provided directly by the respective manufacturers).

Section 3 - Pricing

a. Provide pricing on the APS price proposal form which is a separate Excel spreadsheet. This form must be submitted in a separate sealed envelope labeled pricing. Offeror will provide fixed costs for all products and services. Overall, APS will evaluate pricing based on a 3-5 year TCO. All costs associated with any product proposed must be included on the pricing sheet.

b. APS realizes that technology continues to change and that specific hardware models may change throughout the life of this contract. In addition to fixed pricing for the items listed in the pricing sheet, the Offeror will provide the ongoing “percentage off of retail price” for subsequent models of hardware/software included in the scope of this solution.

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.
ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

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

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

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

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

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

8.0 AWARD

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

8.2 This contract shall be for one (1) base term (of one year or less) with 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.
   b. That do not include this information will be returned to the vendor.
   c. Separate invoices are required for each purchase order.
   d. The accounts payable department may be contacted at 404-802-2400.

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

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

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

8.10 Awards will be posted on the APS website at:
   • http://www.atlanta.k12.ga.us
   • Quick Links
   • Procurement
   • Contracts Awarded

9.0 CONTRACT
9.1 By submitting a response to this solicitation, the offeror affirms that it has read and will accept all provisions of the contract as written and attached to this solicitation. Offeror also understands that these provisions are non-negotiable and that the contract is not legally binding upon the parties until executed by APS and offeror.

9.2 The offeror must sign and submit the contract signature page with the response to the solicitation. By doing so, the offeror acknowledges that it accepts the provisions of the APS contract as written.
ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

NON-SUBMITTAL RESPONSE FORM

RFP Name: Virtual Desktop Computing
RFP Number: 102912-01

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
Virtual Desktop Computing Solution

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

Company Name: ___________________________________________

RFP Name: Virtual Desktop Computing
RFP Number: 102912-01

After careful examination of the solicitation document in its entirety, Virtual Desktop Computing, #102912-01 and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

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

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

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

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

Respectfully submitted,

_____________________________________________________

Company Name

_____________________________________________________

Address

_____________________________________________________

Authorized Official Name                                Signature

_____________________________________________________

Title                                Date

(______)                                (______)

Business Telephone Number              Fax

_____________________________________________________

E-mail Address

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

_____________________________________________________________________

The legal name of the bidder is: ________________________________________
OFFEROR INFORMATION FORM
(This form must be completed and returned with your response)

RFP Name: Virtual Desktop Computing
RFP Number: 102912-01

Full Company Legal Name: ____________________________________________________________
Street Address: ________________________________________________________________
City, State, Zip Code: __________________________________________________________
Contact Name for Solicitation: ___________________________ Title: _______________________
Telephone: ( ) __________________ Fax: ( ) __________________ E-mail: ____________________
Contact Name for Contract: ______________________________ Title: ______________________
Telephone: ( ) __________________ Fax: ( ) __________________ E-mail: ____________________
Contact Name for Purchase Order’s: ______________________ Title: ______________________
Telephone: ( ) __________________ Fax: ( ) __________________ E-mail: ____________________

Purchase orders may be delivered via e-mail or fax. Please indicate your preferred delivery method and provide an
e-mail address or fax number where they should be sent.
E-mail ☐ __________________________ Fax ☐ ( ) __________________

Company Web Site: ______________________________________________________________
State of Incorporation: _______ Taxpayer Identification Number: ______________________

Check one of the following:
☐ Independently owned and operated: ☐ An Affiliate or Division of:
Company Name: ______________________________________________________________
Address: ________________________________________________________________

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

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

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

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

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

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

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

Is the company registered as a vendor with Atlanta Public Schools? Yes ☐ No ☐
ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

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

RFP Name: Virtual Desktop Computing
RFP Number: 102912-01

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

References for: (Company Name)

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ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

MANUFACTURER (VMWARE OR CITRIX) REFERENCE FORM
(This form must be completed and returned with your response)

RFP Name: Virtual Desktop Computing
RFP Number: 102912-01

All references must be from customers for whom your company has completed work similar to the scope of work of this solicitation. 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: Virtual Desktop Computing
RFP Number: 102912-01

State of: _______________________________________________________

County of: _____________________________________________________

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

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

   **Joint Venture Company “A”**

   Company Name____________________________________ Federal ID No.________________________
   Address: _________________________________________________
   City: ______________________________ State: __________ Zip: __________
   Check all that apply:
   Sole Proprietorship
   Partnership
   Corporation
   N/A, other

   **Joint Venture Company “B”**

   Company Name____________________________________ Federal ID No.________________________
   Address: _________________________________________________
   City: ______________________________ State: __________ Zip: __________
   Check all that apply:
   Sole Proprietorship
   Partnership
   Corporation
   N/A, other

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

    Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.
ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

JOINT VENTURE AFFIDAVIT

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

The Joint Venture shall be known as: ____________________________________________

Principal Office Address: _______________________________________________________

City: __________________________ State: _______ Zip: __________

Telephone: (______) _________ Fax: (______) _________

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

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

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

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

Subscribed and sworn before me

this _____________ day of ___________________ 20_____.

(A) ____________________________________________

Name of Contractor/Company A

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

__________________________________________

Notary Public Print Name

Subscribed and sworn before me

this _____________ day of ___________________ 20_____.

(B) ____________________________________________

Name of Contractor/Company B

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

__________________________________________

Notary Public Print Name
## PRIMARY VENDOR / SUBCONTRACTOR UTILIZATION

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

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<th>RFP Number: 102912-01</th>
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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: ________________________________ |
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| City, State, Zip: ____________________________ |
| Telephone: (_____) __________________________ Fax: (_____) __________________________ |
| Primary Contact: ______________________________ |
| E-mail Address: ______________________________ |
| Services to be provided: ________________________ |
| ______________________________ |
ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Atlanta Public Schools

Name of Public Entity

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

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me
On This The _______ Day Of ________________________, 20____.

Notary Public

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Atlanta Public Schools

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

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me
On This The _______ Day Of _____________________________ , 20____.

Notary Public

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Atlanta Public Schools

Name of Public Entity

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

Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This The ________ Day Of __________________________, 20__.

Notary Public

My Commission Expires: __________________________

ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution
Affidavit of Exception

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

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

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

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

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

Vendor Name: ____________________________________________

Name of Project: ____________________________________________

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

Executed on ________________________________, 20__
in _____________________________________________ (city), __________(state).

______________________________
Signature of Authorized Officer or Agent

______________________________
Printed Name and Title of authorized Officer or Agent

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

______________________________
Notary Public

My Commission Expires: __________________________________
ATLANTA PUBLIC SCHOOLS
Virtual Desktop Computing Solution

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

RFP Name: Virtual Desktop Computing
RFP Number: 102912-01

PLEASE CHECK ONE:
☐ VMware SOLUTION PROPOSAL
☐ CITRIX SOLUTION PROPOSAL

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

1. ☐ Reviewed addendum(s) posted to the APS website (if applicable).
2. ☐ The original and five (5) hard copies of the proposal.
3. ☐ The proposal on five (5) CD-ROMs. All information on CD-ROM should be protected or in PDF file format.
4. ☐ Offeror affirmation form.
5. ☐ Price proposal form.
6. ☐ Offeror information form.
7. ☐ Offeror reference form.
8. ☐ Joint venture affidavit form
9. ☐ Primary vendor / subcontractor utilization form.
10. ☐ Promise of non-discrimination form
11. ☐ Promise of non-discrimination Contractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (1), if applicable
12. ☐ Subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (3), if applicable.
13. ☐ Sub-subcontractor Affidavit of Compliance under O.C.G.A 13-10-91(b) (4), if applicable
14. ☐ Affidavit of Exception, if applicable
15. ☐ Copy of local or state business license or permit.
16. ☐ Review and accept the General Terms and Conditions
17. ☐ Review and accept all provisions of the contract by executing and returning signature page
18. ☐ Provide documentation of the company’s partner status with each of the manufacturers included in their proposed solution.
19. ☐ Provide the company’s partner status with Microsoft and resumes of key resources with Microsoft expertise (Office 365, Sharepoint, Windows 7, etc.)

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

______________________________
Company Name

______________________________  _______________________
Signature of Authorized Company Representative  Date
AGREEMENT BETWEEN

ATLANTA INDEPENDENT SCHOOL SYSTEM

AND

[VENDOR]

FOR

Virtual Desktop Computing

SOLICITATION NO.: 102912-01
STATE OF GEORGIA  
COUNTY OF FULTON

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

WITNESSETH

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

ARTICLE II. SCOPE OF CONTRACT

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

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

ARTICLE III. TERM

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

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

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

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

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

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

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

ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES

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

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

4.2 **Contractor’s Responsibilities.**

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

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

4.3 **Contractors Responsibilities – Personnel.**

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

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

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

Contractor agrees to relinquish to APS any and all proprietary rights which they may have in work product created or contributed to by the personnel while on assignment.
**ATLANTA PUBLIC SCHOOLS**  
**Virtual Desktop Computing Solution**

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

**ARTICLE V. FINANCIAL ARRANGEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. CONFIDENTIALITY

6.1 Definition
Confidential information is defined as follows:

a. Any information about the Atlanta Independent School System or its business that is:
   1. Stamped "Confidential"; or
   2. Identified in writing as confidential to Contractor or any of its representatives by or on behalf of APS at the time of or promptly following the information's written or oral disclosure and
b. All notes, analyses, compilations, studies, summaries, and other material (tangible or intangible), however documented, containing or based, in whole or in part, on any information described in subsection (a) above (collectively, the "Derivative Materials").

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

Despite the definition of "Confidential Information" the term "Confidential
Information" does not include information that Contractor demonstrates:

a. was or becomes generally publically available, other than as a result of a disclosure by Contractor or any if it’s Representatives in violation of this Agreement.
b. is in the lawful possession of the Recipient or any of it is Representatives prior to its disclosure by or on behalf of APS or any of its Representatives; or
c. was or becomes available to Contractor or any of its Representatives on a non-confidential basis prior to its disclosure by or on behalf of APS or its Representatives from a third party that to Contractor's knowledge after due inquiry is not bound by a similar duty of confidentiality (contractual, legal, fiduciary or other).

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

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

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

6.4 Georgia Public Records.
APS must comply with the Georgia Open Records Act OCGA 50-18-70 et. seq. (“the Act”) and release public documents as defined by the Act upon request, including this Agreement and all records created and maintained in relation to this Agreement.
However, OCGA 50-18-72(a) exempts student educational records which shall be kept confidential as required by the Family Educational Rights and Privacy Act (“FERPA”), its supporting regulations, and Georgia law.

Contractor shall comply with all provisions of the Act and FERPA and make records pertaining to the performance of services or functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the Act.

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

ARTICLE VII. TERMINATION

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

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

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

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

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

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

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

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

ARTICLE VIII. INSURANCE

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

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

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

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

e. Any and all companies providing insurance required by this contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the Certificate of Insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

1. Best’s Rating not less than **A**, and
2. Best’s Financial Size Category not less than size VII.

f. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is canceled for any reason, APS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become
due to the Contractor or APS shall have the right to cancel the contract.

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

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

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

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

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

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

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

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

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

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

**ARTICLE IX. Contractor's Personnel and Staffing**

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

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

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

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

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

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

ARTICLE XI. Drug/Alcohol/Tobacco/Weapons Free Workplace

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.7 No Waiver of Legal Rights.
Any waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach, or of any right the APS or the Contractor may have for damages.

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

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

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

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

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

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

The Contractor shall secure and keep in full force and effect during the term of this Agreement, without additional cost to the APS, all business licenses and permits required for the Contractor's performance of the Services contemplated herein.
The Contractor shall keep all records, give all notices, and provide all
certificates or other assurances and otherwise comply with all applicable
Federal, State and local laws, rules, and regulations applicable to an
organization engaged in the Contractor's business including but not limited to,
those bearing upon labor standards or practices, non-discrimination, equal
employment opportunity and the like.

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

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

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

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

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

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

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

14.12 Publicity.
Any publicity regarding the services or products provided under this contract,
including but not limited to, notices, information, pamphlets, press releases,
research, reports, signs, and similar public notices prepared by or for the
Contractor shall not be released without prior written approval by APS.
Contractor may, however, reference this contract in proposals for other contracts or in client lists without prior APS approval.

14.13 **Extent of Agreement.**
The Contract Documents, which include this Agreement, represent the entire and integrated agreement between APS and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. APS and the Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or agreements not embodied in the Contract Documents. This Agreement is not intended to and shall not be construed to create any rights against the parties hereto by any persons or entities not a named party to this Agreement. This Agreement may be amended only by written instrument and only after such amendment has been authorized by the Board of Education, City of Atlanta.

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

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

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

14.17 **Multiple Counterparts.**
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.
14.18 Section Headings.
The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

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

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

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

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

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

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

14.25 Background Check.
APS requires that all individuals who will work on an APS site (including full-time, part-time and temporary employees, contractors and subcontractors) must be fingerprinted by APS and cleared through the Georgia Criminal
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Information Center System (GCIS) before they are assigned to work at APS. The cost of fingerprinting is $37.25 per individual and is the responsibility of the contractor. Any failure to comply with this requirement constitutes a breach of this Agreement.

IN WITNESS WHEREOF, APS and the Contractor have caused this Agreement to be executed by the duly authorized representative of the day, month and year first above written.

Atlanta Independent School System

By: ___________________________  By: __________________________
    Superintendent                  Signature
    Its: _________________________  Title

Date: ________________________  Date: ________________________

Vendor Name

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