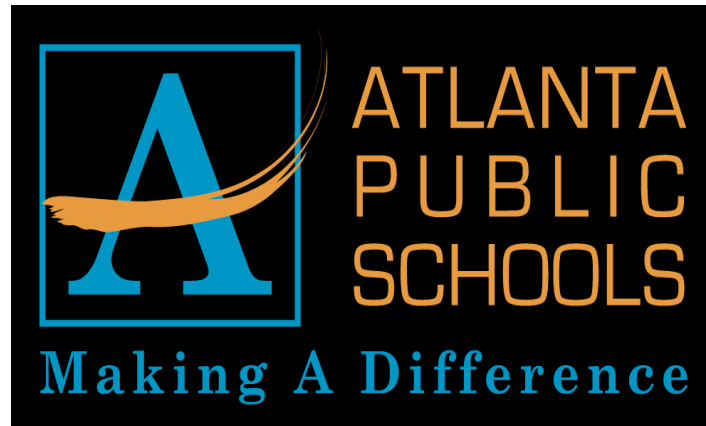




ATLANTA PUBLIC SCHOOLS

Procurement Services

130 Trinity Avenue, S.W.

5th Floor

Atlanta, Georgia 30303

Request for Proposal

For

**Description of Services Requested and Certification Form
(RFP and FCC Form 470)**

For

Telecom Services

Date of release

February 25, 2009

RFP Number: 032509-E-rate Telecom Services

Due Date: March 25, 2009

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ADVERTISEMENT FOR REQUEST FOR PROPOSAL

NOTICE TO PROPOSER:

Atlanta Public Schools invites proposals for telecom services.

Offerors should read the general terms and conditions and joint venture affidavit that may be obtained at:

<http://www.atlantapublicschools.us/18611012595534310/lib/18611012595534310/GeneralTermsandConditions.pdf?18611012595534310Nav=|&NodeID=217>

If you are unable to download these documents, you may contact the assigned purchasing agent: Mark Hawks at (404) 802-2568 or mhawks@atlantapublicschools.us

A pre-proposal conference will be held on Tuesday, March 17, 2009 at 10:00 a.m. EST at 130 Trinity Avenue, Atlanta, GA 30303 , 2nd floor Auditorium room # 2. Attendance is not mandatory but is strongly encouraged.

Proposals shall be received in the Office of Procurement Services of the Atlanta Public Schools, 130 Trinity Ave. S.W., 5th Floor Atlanta, Georgia 30303 up to 10:00 a.m. EST (as determined by the time stamp clock in the APS Procurement Services Department) Wednesday, March 25, 2009.

ATLANTA PUBLIC SCHOOLS

Randall Sellers
Director, Procurement Services

TENTATIVE TIMELINE

February 25, 2009:	Release RFP to the marketplace
March 17, 2009:	Pre-proposal conference, 10:00 a.m. 2 nd Floor Auditorium
March 18, 2009:	Deadline for written questions via email by 3:00 p.m.
March 19, 2009:	Response to questions to be posted to the APS web by close of business
March 25, 2009:	RFP due in Procurement Services by 10:00 A.m. EST
March 26 – 31, 2009:	Evaluation
May 11, 2009:	Recommendations to the APS Board of Education.

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Proposal Form	separate Excel spreadsheet

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1.0 PURPOSE

1.1 Atlanta Public Schools is requesting proposals from qualified vendors to provide telecom services to the district.

In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be entitled to 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 bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Atlanta Public Schools.

2.0 CURRENT SITUATION

2.1 APS has an active enrollment of 51,000 students, attending a total of 88 schools: 57 elementary (K-5), three of which operate on a year-round calendar while 41 offer extended-day programs; 17 middle (6-8); 19 high (9-12); and 2 alternative high schools. The school system also supports two community evening schools, and an adult learning center.

The APS communication environment is presently Cisco VOIP throughout the school district. This environment will require the awarded vendor to collaborate with other contracted entities and APS support staff for provisioning circuits to provide PSTN access. This proposal will initially require telecom services for July 1, 2009 to June 30, 2010.

3.0 SCOPE OF WORK

The Atlanta Public Schools District is seeking a vendor to provide telecommunication services. It is the intent of Atlanta Public Schools system to evaluate cost-effective solutions based on features, functionality, implementation difficulties, but primarily, price. The district currently will need approximately 1,500 separate telephone numbers of various types (Centrex, 1FB, etc...), 12 PRI trunks, and 10,000 plus DID numbers. The District is also expecting the vendor to provide inter-lata and intra-lata long distance communications services. The qualified vendor will need to provide local and long distance telephone services in accordance with standard industry specifications and be designated a "Common Carrier". The district currently will need the fore mentioned services for the following, but not limited to: POTS, PRI, DID, Frame Relay, and trunk provisions.

The vendor shall perform activities to ensure APS systems are protected from security threats such as viruses and hackers. APS expects all vendors to comply with security standards and remain diligent in regards to safeguarding data and access to the network.

4.0 GENERAL INFORMATION:

4.1 All communications regarding this solicitation must be with Mark Hawks, the assigned Purchasing Agent for the Atlanta Public Schools.

4.2 Questions or requests for clarification must be sent by email to mhawks@atlantapublicschools.us

4.3 By submitting a response to this bid, 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 Atlanta Public Schools web site at: http://www.atlanta.k12.ga.us/content/purch_solicit.aspx

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4.4 The offeror will accept the general terms and conditions set forth in the contract template herein; unless otherwise modified in an attached redline or another contract is submitted with this bid.

4.5 For the purpose of this proposal, the attached pricing sheet must be completed in it's entirely and existing design. Please itemize/breakdown the costs of all E-Rate eligible products and/or services from all non-E-Rate eligible products and /or services.

4.5.1 Vendor's monthly bill must itemize all charges for individually identifiable components of the proposed services, materials and support communication system, including all associated installation, programming, and cabling, if applicable. Include charges for all components required to connect all applications, all design charges, telecommunications interface charges, technology security, and training charges, again if such charges are applicable. Any ambiguous and/or undisclosed add-on charges found on the district's invoice(s) will be deemed as billing errors and removed from the invoice(s) prior to payment.

4.6 It is anticipated that some or all of the Board's costs under this Agreement shall be eligible for the "E-Rate" discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157). Accordingly, contingent upon the APS' receipt of a funding commitment decision letter (FCDL) from SLD/USAC and both APS' and Vendors' compliance with all the SLD/USAC guidelines, Vendor shall offer a SLD/USAC discounted invoice payment option in addition to the standard Net 30 payment option. In providing the two-tier billing system or discounted invoice payment option, Vendor will be required to recover its compensation for the approved E-Rate eligible discounted services, which can be from twenty percent (20%) up to ninety percent (90%), directly from the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") in accordance with procedures established by the FCC and SLD/ USAC. Vendor's invoices will itemize/breakdown the costs of all E-Rate eligible products and/or services from all non-E-Rate eligible products and /or services. To determine which items are eligible, visit the FY 2009 E-rate Eligible Services List at: http://fjallfoss.fcc.gov/edocs_public/attachmatch/FCC-08-265A2.pdf or call the SLD at 888-203-8100.

4.7 APS is under no obligation to purchase goods and services work totaling the amount proposed in your response; Vendor will only be paid for services rendered. If E-Rate funds are not approved or if partial funding is committed, the Atlanta Public Schools reserves the right to adjust project scope accordingly. Aggregate of the payments made by SLD/USAC and APS will total to the cost of services rendered by the vendor.

4.8 Payment may be made for a single line item or partial service when the item or service has been satisfactorily delivered or within thirty (30) days after the date of delivery and the receipt of a satisfactory invoice.

4.9 This Agreement states the total obligation of the APS to the Contractor for compensation for the Services to be performed hereunder. APS shall pay Contractor in accordance with the proposal made by the Contractor and accepted by APS. APS shall pay Contractor for the satisfactory performance of the work solicited, approved and accepted under this Agreement. Contractor acknowledges and agrees that this is a nonexclusive requirements type contract and APS will utilize Contractor's services on an as needed basis and as such APS will only be responsible for payment for services requested that are satisfactorily performed and meet APS's required specifications. Contractor further acknowledges and agrees that the value of this contract shall not exceed their proposed amount; however, APS is under no obligation to solicit work totaling this amount and Contractor will only be paid for services rendered.

4.12 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.

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4.13 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 invoice.

4.14 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:

- Services not performed in accordance with the terms of this Agreement and which have not been remedied in accordance with this Agreement;
- Persistent failure of the Contractor to perform or provide its services in accordance with the contract schedule and the milestones established;
- 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;
- Failure of the Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided; or
- Damage to the APS or to another contractor by the Contractor.

5.0 E-RATE PROGRAM INFORMATION AND REQUIREMENTS

5.1 The E-rate – or, more precisely, the Schools and Libraries Universal Service Support Mechanism – provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. Four service categories are funded: Telecommunications Services, Internet Access, Internal Connections, and Basic Maintenance. Discounts range from 20% to 90% of the costs of eligible services, depending on the level of poverty and the urban/rural status of the population served. Eligible schools, school districts and libraries may apply individually or as part of a consortium.

5.2 The Universal Services Program.

The Supplier must participate in the E-rate Program and also has a responsibility to educate itself about the Program requirements and timelines. The Schools and Libraries Division (SLD) of USAC will hold Service Providers to the statements made in applications, registration, certification and invoice forms. For more information on E-rate participation and procedures go to www.sl.universalservice.org.

5.3 E-Rate Eligible Goods and Services. It is anticipated that some or all of the Board's costs under this Agreement shall be eligible for the "E-Rate" discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157). Accordingly, contingent upon the APS' receipt of a funding commitment decision letter (FCDL) from SLD/USAC and both APS' and Vendors' compliance with all the SLD/USAC guidelines, Vendor shall offer a SLD/USAC discounted invoice payment option in addition to the standard Net 30 payment option. In providing the two-tier billing system or discounted invoice payment option, Vendor will be required to recover its compensation for the approved E-Rate eligible discounted services, which can be from twenty percent (20%) up to ninety percent (90%), directly from the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") in accordance with procedures established by the FCC and SLD/USAC. Vendor's invoices will itemize/breakdown the costs of all E-Rate eligible products and/or services from all non-E-Rate eligible products and/or services. To determine which items are eligible, visit the FY 2009 E-rate Eligible Services List at: http://fjallfoss.fcc.gov/edocs_public/attachmatch/FCC-08-265A2.pdf or call the SLD at 888-203-8100

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5.4 SPIN: The Supplier shall obtain a valid E-rate SPIN (Service Provider Identification Number), and must provide that SPIN in the Proposal submitted in response to this bid opportunity. If a Supplier does not currently have a SPIN but would like to apply for one, the Supplier must submit a completed FCC Form 498 to the E-rate program administrator, the Schools and Libraries Division of the Universal Service Administrative Company (“SLD”). The form is available on the SLD’s website at: www.usac.org/sl in the Forms section.

5.5 Exclusion of Liability for E-Rate Funding: The Board shall have no liability for the E-rate Portion of any costs incurred by the Offeror and/or any contractor’s invoice if one of the following occurs: Products or services billed to the SLD are deemed ineligible pursuant to any event, including but not limited to an audit, after the SLD has reimbursed the Offeror for products or services that were previously considered eligible. The Offeror fails to properly adhere to SLD guidelines (e.g., missing a filing deadline for invoicing to the SLD) or is subject to the FCC “Red Light Rule” and subsequently is not paid by the SLD.

5.6 The vendor agrees to timely submit to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the Supplier. The Supplier must also agree to provide a copy of the completed Form 473 to the Owner. This form is available on the SLD’s website at www.usac.org/sl in the Forms section.

5.7 The vendor agrees to ship and/or deliver any goods and/or equipment in accordance with the Contract Documents for service to begin on or after July 1, 2009.

5.8 The vendor agrees to provide discounted bills to the District and to submit invoices to the E-rate administrator for the amount of the discounts obtained through the E-Rate program.

5.9 Supplier shall separately itemize the cost of E-rate eligible and ineligible products and/or services. To determine which items are eligible, visit the E-rate Eligible Services List at: http://www.usac.org/res/documents/sl/pdf/ESL_archive/EligibleServicesList_112108.pdf or call the SLD at 888-203-8100.

5.10 The decision to implement this project is contingent upon award to the District of funding from Universal Service Funds (E-Rate). The vendor will not begin work on this project without written notification from APS that funding has been approved and that work should begin. In the event that funding is denied or is delayed past the beginning of the E-rate funding year for which funds were sought, APS, at its sole discretion, may elect (A) to proceed with the service in full; (B) to proceed with the service utilizing a reduced Scope of work; or (C) to cancel the service agreement entirely. If partial funding is committed, the products and services will be adjusted accordingly.

5.11 E-rate discounted equipment delivered by the service provider must be labeled with its E-rate Funding Request Number, date of Installation, and installation location.

5.12 Once installed at a school site, no equipment can be transferred to another location without first notifying APS. Any equipment moved from its initial installation site without the express permission of APS will be returned to its original location at the expense of the service provider. Equipment moves or transfers related to maintenance services must be properly recorded and new equipment installed to replace malfunctioning equipment should be labeled accordingly.

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6.0 SUBMISSION REQUIREMENTS

6.1 One (1) “Original” plus five (5) copies of the proposal shall be submitted in separate loose-leaf, three-ring binders. In addition, please submit one (1) CD-ROM with your entire proposal package, including pricing document. Please place the CD-ROM in the proposal identified as the “Original”. Failure to submit the required number of copies requested may declare your submittal non-responsive.

6.2 Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped “proprietary”. It is not acceptable to label the entire proposal as confidential and proprietary.

6.3 Proposals shall be submitted in a sealed package with following information labeled on the outside of each package:

- Full company name
- RFP name
- RFP number
- RFP due date and time.
- Name of the assigned APS Purchasing Agent

6.4 No telephone or facsimile offers will be accepted.

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

6.6 Proposals that contain irregularities of any kind and/or do not comply fully with solicitation documents may be rejected at the discretion of the Director of Procurement Services. Atlanta Public Schools shall not be liable for any costs associated or incurred by offeror in conjunction with preparation of documents.

6.7 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 proposal 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 agreed that all conditions of the solicitation, notice to proceed and/or purchase order of APS shall be abided and that the person signing this proposal is authorized to bid for the offeror.

6.8 Offeror shall submit with proposal the vendor information form. Failure to provide the information requested in complete and accurate detail may result in rejection of the proposal. If further information is required to provide responsibility such as providing copies of licenses, certificates, permits, etc., the contractor will be notified, in writing and given seven (7) days from notification to comply.

6.9 Offeror shall read and completed all applicable forms in the General Terms and Conditions and Joint Venture Affidavit and submit with your proposal all required forms

6.10 Offeror shall complete and submit Promise of Non-discrimination form with their proposal.

6.11 Offeror shall provide with proposal, a copy of their current business license.

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6.12 Offeror must otherwise accept the APS contract template terms and conditions unless modifications to these terms and conditions are proposed in red-line format. Failure to submit red-line modifications may result in the offeror being declared non-responsive.

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

Business Qualifications (Response Section)

A. Please provide a brief history of the company and organization with specific attention given to the appropriate divisions and subsidiaries responsible for services requested. The background history should include:

- Year founded.
 - Public or private enterprise.
 - Years involved in providing the requested service.
 - Total number of employees.
 - Total number of employees available in the Atlanta area to provide services for this account.
 - Total number of employees that will be dedicated to APS.
 - An organizational chart detailing all company divisions and subsidiaries.
- E-rate SPIN (Service Provider Identification Number)**

Note: If the Offeror is a joint venture, or partnership; or, if the firm will have significant participation by a subcontractor – significant defined as 25% or more of the project revenues and/or responsibilities – then the information in A should be provided for each of the participating entities.

B. Additional Information

Please provide copy of your most recent (i.e. <6 months old) D&B report. The report may be stamped “Confidential” or “Proprietary”.

Relevant and quality experience (Response Section)

A. Provide five (5) to seven (7) references from K-12 urban school districts or of a similar nature, (type of facility and size) for which your company is currently or previously (within last 2 years) providing services similar to the specifications of this solicitation. Provide the following information for each reference:

- Name and address of organization
- Name and title of primary contact with telephone number, fax number and e-mail address
- Description of the services provided including dates and scope of work for the current or previous job, including planning/budget/scheduled activities, and outside talents used, if applicable. Outline the documentation, project tracking, and work product delivery methodologies used and which proved to be successful. Also for each reference, provide information on an alternate contact person that has first-hand knowledge of the work you have done or are doing.

Cost of E-Rate Eligible Goods and Services (Response Section)

Provide pricing on the APS pricing form that is included with this solicitation. This form must be submitted in a separate sealed package. Please note that the pricing form consists of two parts: (1) E-Rate eligible products and services, (2) Non E-Rate eligible products and services.

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Technical Capabilities (Response Section)

A. Specify and provide resumes for the personnel who would be assigned to this project and the role of each staff member. Resumes should include a brief biography containing the overall years of professional and technical experience providing the products and services being requested in this solicitation, including current certificates and licenses. Indicate the individual specifically assigned as lead person, and the understudy in his/her absence. In addition, Vendor shall indicate the name of a contact person (with relevant addresses and telephone numbers) regarding this proposal.

B. Methodology and approach to successfully accomplishing the goals of this solicitation.

Local Services

- 1) Proposers must describe their solution for how the existing local numbers would be used or would have to be changed to support any change in service. Vendors must clearly state that existing numbers can be retained. Number portability will be implemented by vendor, which includes, but is not limited to circuit inventory, site assessments, and analysis of customer service records. If numbers must be changed, vendors must submit an implementation plan which addresses new number reservation procedures, recorded announcement intercept treatment for old numbers, and coordination of responsibility for changes in white, blue and yellow pages directory listings.
- 2) State whether the proposed service is a "reseller", "facilities based business", or both. If both, state the quantity based percentage of each service provided.
- 3) Describe the geographic location, manufacturer and model for each proposed switch.
- 4) Identify the type of transport, if applicable, used in each service area (i.e., fiber, coax, etc.)
- 5) Identify all types of local services offered. The list should include, but is not limited to two-way trunks, one-way trunks, Centrex stations, PRI, and hunting. The following items may be provided in a matrix to readily see the experience of the proposer, the capabilities of each type of local service, the limitations, and the geographic area covered. For each type of service, list the number of customers proposer has and the quantity of services. Identify any tariff references that are applicable.
- 6) Submit a geographic map that includes clear detail that defines the type of service available in each coverage area. School matrix should also indicate what is offered for each school.
- 7) Identify and detail all installation and miscellaneous charges associated with the various types of local services.
- 8) List all optional features by geographic location that are available with the type of local service (i.e., call forwarding, call conferencing, caller ID, voicemail, etc.)
- 9) Identify all limitations that exist relative to the termination of local telephone service in any type of telecommunications equipment or communication device (i.e., fax machines, modems, specific PBX equipment, ACD equipment, etc.). Clearly define the geographic locations where the limitations are to be considered.
- 10) Identify any and all customer provided equipment that may be required to complete the termination of local telephone service.
- 11) The local telephone service line will terminate at the point of demarcation in the MDF, with sufficient free space for technician to have access. The proposer will extend the demarcation point if requested. Identify the costs involved in extending demarcation point.
- 12) Identify your maintenance procedures on local telephone service. Define the process for reporting service problems on a 7 day x 24-hour basis. Define whether maintenance is provided on a 7 day x 24-hour basis. The selected vendor will provide on-site basic and routine preventative maintenance functions necessary to keep the copper wiring in good working order, for providing dial tone to telephony devices.
- 13) If the proposer is a reseller of local telephone service, proposer will detail current and proposed procedures relative to the resolution of problems between them and the facilities based provider. The proposer will be responsible for problem resolution with the penalty of no payment for services while any and all problems are unresolved.

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- 14) Proposers will provide information on schedules for installation of all local service offerings. Describe by service offering the timeframes required to complete the installation.
- 15) Proposers will submit a sample copy of a customer bill for local service. At a minimum, billing will be done on a per line basis providing the local site designated identifier, local service telephone number, telephone number type, line features, line conditioning, and the address at which it terminates (including zip code). It will also contain the customer name and customer code, a list of any individual numbers billed with the master number, all options listed individually and one-time charges listed individually, clearly detailing individual charges.
- 16) Billings/Invoices will be available in hard copy and electronically via CD-ROM. Monthly statement will provide a user-friendly summary of services and itemization of ALL monthly charges. Billing software should be able to allow customized reporting based on District's preferences, requirements, and/or multiple service sites, thus allowing the District to analyze charges as one total bill for all services or aggregated by customer-specified units, sites, or divisions.
- 17) Detail your transition plan from an existing provider to your proposed solution.
- 18) Vendors will provide pricing elements for these services in the Price section of this document. This listing of prices should be a simple catalog that can be used by a school to determine what will be purchased.
- 19) Several school systems have existing Centrex service and therefore have special needs.
 - (a) Provide explanation of how proposer's solution will interface to all types of premise equipment, including 1-A type switchboard, PBX and key systems of various manufacturers, standard telephone sets, uniform and automatic call distribution systems, voice mail, message/voice on-hold, fax and modems.
 - (c) Explain trunk (PRI, SIP, etc) engineering to support 4-digit dialing and 7-digit dialing.
 - (d) Explain features, and detail cost of each feature in a cost matrix, including any mileage charges.
 - (e) Identify any limitations in configuring Centrex stations as inward, outward and combination trunks in stand-alone stations.
 - (f) Describe ratio of Network Access Registers to stations and links to support stations and whether there is any cost differential for various ratios.
 - (g) Describe any limitations when multiple Central Offices must serve system-wide service.
- 20) The Vendor will provide a web-based management software solution for accessing customer service records, review of billing, reporting troubles, reviewing trouble tickets, and creating time oriented reports.

Long Distance Services

- 1) Proposers must describe their solution for how the existing long distance services would have to be changed to support any change in service. Vendors must clearly state if the existing long distance features can be retained. Number portability will be implemented by vendor, which includes, but is not limited to circuit inventory, site assessments, and analysis of customer service records. Proposer will provide APS a hard copy and an electronic copy of all inventories, assessments, and/or customer service record analysis.
- 2) State whether the proposed service is a "reseller", "facilities based business", or both. If both, state the quantity based percentage of each service provided.
- 3) Submit a geographic map that includes clear detail that defines the type of service available in each coverage area. School matrix should also indicate what is offered for each school.
- 4) Identify and detail all charges, deemed the responsibility of APS, associated with the transfer of all long distance services to the proposed vendor.
- 5) Identify the type of transport, if applicable, used in each service area (i.e., fiber, coax, etc.)
- 6) Identify all types of long distance services offered. The list should include, but is not limited intra-lata, inter-lata, etc. The following items may be provided in a matrix to readily see the experience of the proposer, the capabilities of each type of long distance service, the limitations, and the geographic area covered. For each type of service, list the number of customers proposer has and the quantity of services. Identify any tariff references that are applicable.

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- 7) Identify your maintenance procedures on long distance services. Define the process for reporting service problems on a 7 day x 24-hour basis. Define whether maintenance is provided on a 7 day x 24-hour basis. The selected vendor will provide on-site basic and routine preventative maintenance functions necessary to keep the copper wiring in good working order, for providing dial tone to telephony devices.
- 8) If the proposer is a reseller of long distance service, proposer will detail current and proposed procedures relative to the resolution of problems between them and the facilities based provider. The proposer will be responsible for problem resolution with the penalty of no payment for services while any and all problems are unresolved.
- 9) Proposers will provide information on schedules for activation and transitioning of all long distance service offerings. Describe by service offering the timeframes required to complete the activation or transitioning.
- 10) Proposers will submit a sample copy of a customer bill for long distance service. At a minimum, billing will be done on a per line basis providing the local service telephone number and the address at which it terminates (including zip code). It will also contain the customer name and customer code, a list of any individual numbers billed with the master number, all options listed individually and one-time charges listed individually, clearly detailing individual charges.
- 11) Billings/Invoices will be available in hard copy and electronically via CD-ROM. Monthly statement will provide a user-friendly summary of services and itemization of ALL monthly charges. Billing software should be able to allow customized reporting based on District's preferences, requirements, and/or multiple service sites, thus allowing the District to analyze charges as one total bill for all services or aggregated by customer-specified units, sites, or divisions.
- 12) Detail your transition plan from an existing provider to your proposed solution.
- 13) Vendors will provide pricing elements for these services in the attached Price section of this RFP. This listing of prices should be a simple catalog that can be used by a school to determine what will be purchased.
- 14) The Vendor will provide a web-based management software solution for accessing customer service records, review of billing, reporting troubles, reviewing trouble tickets, and creating time oriented reports.
- 15) The vendor will be designated as a "Common Carrier" in accordance with telecom industry standards.

C. Proposed System.

Provide a detailed description of the proposed system. Include diagrams with model numbers, fail over design, disaster recovery plan, and equipment manufacture.

D. System Architecture.

Provide a brief description of your system architecture. Provide a diagram of the system architecture.

E. Assurance Statement.

Provide a statement affirming and assuring that the prospective vendors' staff, network, and overall business practices will meet/exceed each of APS's requirements. All prospective vendors responding to this proposal are required to demonstrate their networks reliability and dependability. All prospective vendors must clearly demonstrate their ability to handle the day-to-day business needs necessary to successfully manage an account the size of APS. Identify the specific account team (members, titles, roles, and two CBR numbers) that will be assigned to APS. Provide detailed procedures for initiating account inquires, changes, and escalations.

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F. E-Rate Knowledge and Experience

Please provide a brief statement about how much experience the Offeror has had working with the Schools and Libraries Division. Please designate how many staff members have received E-Rate training and the source of that training. Please describe how you plan to stay in compliance with all E-Rate Program rules and regulations.

G. Maintenance and Technical Support.

APS is seeking inside wire maintenance for the proposed local and long distance services to be discounted by the E-rate program. The selected vendor will provide on-site basic and routine preventative maintenance functions, including but not limited to, adjustments, alignment, and replacements to equipment as requested and necessary to keep equipment in good working order. The selected vendor must provide 24 hours by 7 day-a-week on-site repair and technical support plan; including no longer than four-hour response time to any of the 92 school sites regarding routine service problems, emergency repairs, and hardware replacements. The maintenance plan must also include a toll-free telephone number to the selected vendor's repair and technical support department. Any request(s) must be identified with a unique tracking identifier number (TIN) for records purposes. In cases requiring an on-site visit, the TIN must include an estimated-time-of-arrival (ETA) for the technician and be updated with an estimated-time-of-repair (ETR) within 1 hour of the technician arriving on-site.

If the basic maintenance you provide is outside the scope of this proposal, it may be considered as a non-E-Rate Eligible service. Please itemize the costs of your maintenance service along with any/all other non-E-Rate eligible charges. In addition, please describe what billing system controls you currently have in place, which will make sure that the district's invoices are itemized between E-Rate eligible and non-E-Rate eligible charges.

H. Training and Implementation.

The selected vendor will need to provide training to all designated members of the APS technical staff on all electronic management software set-up/configuration, installation, basic troubleshooting, and accompanying equipment. This training shall cover billing, customer service records, vendor processes, and service orders. Training can be conducted through a variety of means: web-based, on-site, and/or written materials. However it should occur as soon as possible after commencement of services and should occur as often as needed to ensure that district's services and equipment are operating at an optimal level. An overview of how the prospective vendor proposes to provide the training to the APS technical staff shall be provided with the bid submission.

Note: In accordance with the SLD--Installation, activation, and initial configuration of eligible components are eligible if they are part of a contract or bid for those eligible components. Such eligible services may include basic design and engineering costs and basic project management costs if these services are provided as an integral component part coincident with installation. In addition, on-site training is eligible as a part of installation services but only if it is basic instruction on the use of eligible equipment, directly associated with equipment installation, and a part of the contract or agreement for the equipment. Training must occur coincidentally or within a reasonable time after installation.

I. Service Levels

Service Level Class	Qualifying Attributes For Class	Time Allowed to Call Back	Time Allowed to Provide Telephone Support	Time to Be Onsite If Unresolved by Phone	Onsite Work To Complete (Y/N)	Maximum Time For Resolution	Summary of Remedy For Failure to Comply
I Catastrophic	Extremely rare, catastrophic event that has a crippling impact on the operations of a school or building within the APS environment, including senior and expanded cabinet members.	5 min of arrival in main queue	Immediate until the problem is resolved.	30 min after phone call.	If yes, within a 4 hour target window.	Beginning of next business day	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour. Failure to comply repeatedly is ground for contract termination. (In excess of four events in a quarter denotes repeatedly.)
II Critical	A mission critical function is unavailable or unable to be performed by multiple workgroups, causing an immediate and high level of impact on the end users, financial health, or critical operations.	30 min of arrival in main queue	45 min	1 hour after phone call	If yes, within an 8 hour target window.	12 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.
III Major	An incident that affects multiple end users, department, or classroom that has the potential to have a major affect on instruction or business operations. The incident presents no alternate method for accomplishing tasks.	1 Hour	1 Hour	2 hours after phone call	If yes, within a 16 hour target window.	24 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.
IV Routine	An incident that has an immediate and moderate level of impact. Problem is localized and an alternate method can be temporarily put in place to accomplish tasks.	4 Hour	8 Hours	16 hours after phone call	If yes, within a 24 hour target window	32 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.
V Minor	An incident that has a low impact on the instructional and operational environment. Typically, involves one end user and has little or no business impact.	8 hour	16 Hours	24 hours after phone call	If yes, within a 32 hour target windows	48 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.

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7.0 EVALUATION

7.1 To be entitled 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 evaluation committee will evaluate each proposal. The 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 these determinations or decisions by APS.

7.3 Atlanta Public Schools reserves the right to evaluate price only on proposals that receive a minimum of 70% of the total non-price score. Proposals that do not have pricing evaluated will not be considered for award.

7.4 Price Evaluation Formula:

(Lowest price / price of proposal being evaluated) x points available for price = score

7.5 Proposals will be evaluated on the following:

- Cost 40%
- Technical Capabilities 20%
- Business Qualifications 20%
- Relevant and quality experience 20%

7.6 E-Rate program rules require that the cost of E-Rate eligible goods and services be given the highest weighting in the vendor selection process. APS will not consider the cost of ineligible products or services as it compares price proposals.

7.7 Awards will be posted on the Atlanta Public Schools website at <http://www.atlantapublicschools.us>

8.0 AWARD

8.1 Please be advised that it is the policy of the Atlanta Public Schools that all contracts be awarded on a strictly non-discrimination basis without regard to the race, gender or ethnicity of the offeror.

8.2 This contract shall be for one (1) base year with four (4) one-year available options to renew at the sole discretion of the Superintendent of Atlanta Public Schools. The contract will be conditional upon the Offeror's ability to comply with requirements set forth in the solicitation documents.

8.3 Offeror shall not begin work without a purchase order issued by the Atlanta Public Schools Procurement Services Department.

8.4 The Atlanta Public Schools has selected as its Owner's Representative, Sam Pointer, Manager, Operational Technology and Telecommunications. The Owner's Representative or his/her designee will perform supervision of the contract.

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

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NON-SUBMITTAL RESPONSE FORM

RFP Name: Telecom Services
RFP Number: 032509-E-Rate Telecom Services

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 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

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OFFEROR AFFIRMATION FORM

Company Name: _____
RFP Name: Telecom Services
RFP Number: 032509-E-Rate Telecom Services

After careful examination of the solicitation document in its entirety, Telecom Services 032509-E-Rate Telecom Services and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The solicitation checklist has been complied with, is completed and enclosed with this bid. For consideration of this bid, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the bid is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document, and (3) that the offeror will accept any awards made to it as a result of the bid submitted herein for a minimum of one hundred and twenty (120) calendar days following the date of submission and (4) that the offeror will accept the terms and conditions set in the contract template unless otherwise modified in an attached red line.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the assigned Purchasing Agent within seven (7) a certificate of insurance indicating coverage's specified within this solicitation.

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

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

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:

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OFFEROR INFORMATION FORM

RFP Name: Telecom Services
RFP #: 032509-E-Rate Telecom Services

This form must be completed and returned with your bid.

1. Company Name: _____
2. Street Address: _____
3. City, State, Zip Code: _____
4. Primary Contact: _____
5. Telephone: () _____ Fax: () _____
6. E-mail: _____
7. Company web site: _____
8. State tax identification number and state issued from: _____
9. State of Incorporation: _____
9. Have any conditions or restrictions been placed by the company on this proposal that would declare it non-responsive? Yes ☐ No ☐
10. Are you prepared to provide proof of insurance as required? Yes ☐ No ☐
11. Is this bid being submitted as a joint venture? If yes please complete and return with your proposal the Joint Venture Affidavit. Yes ☐ No ☐
12. Has your company ever been debarred from doing business with any federal, state or local agency? If yes please provide details including agency name, date and reason for debarment. Yes ☐ No ☐
13. Has your company ever defaulted on a contract or denied a bid due to non-responsibility to perform? If yes please provide details. Yes ☐ No ☐
14. Does your company offer online ordering? Yes ☐ No ☐
15. Does your company accept payment by credit card? Yes ☐ No ☐

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SOLICITATION CHECKLIST

RFP Name: Telecom Services
RFP Number: 032509-E-Rate Telecom Services

The following items must be completed and submitted with your proposal in order for your response to be considered.

Submitted		Description
Yes	No	
☐	☐	Received addendum(s) if applicable.
☐	☐	The original and five (5) copies of the proposal.
☐	☐	Offeror affirmation form.
☐	☐	Proposal form (pricing).
☐	☐	Offeror information form.
☐	☐	E-Rate SPIN Number
☐	☐	Submitted a copy of current business license.
☐	☐	Read and completed all applicable forms in the General Terms and Conditions (Promise of non-discrimination is mandatory).
☐	☐	Review and accept the general terms and conditions
☐	☐	Joint Venture Affidavit if applicable.
☐	☐	Review the contract template and submitted with response a red line
How did you hear about this bid?		
☐		APS Website
☐		Fulton Daily Report
☐		Georgia Procurement Registry
☐		Onvia
☐		Other (please list) _____

Company Name

Signature of Authorized Company Representative

Date

COMPLETE THIS CHECKLIST AND SUBMIT WITH YOUR PROPOSAL

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AGREEMENT BETWEEN

ATLANTA INDEPENDENT SCHOOL SYSTEM

AND

Supplier Name

FOR

Telecom Services
Solicitation No.

032509-E-rate Telecom Services

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STATE OF GEORGIA
COUNTY OF FULTON

This agreement ("Agreement") is made and entered into as of the ____ day of _____, 20____ 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 Avenue, S.W., Atlanta, GA 30303 (hereinafter referred to as "**APS**" and, **Supplier Name**, a company organized and existing under the laws of the state of _____ located at _____, (hereinafter referred to as the "**Contractor**").

WITNESSETH

WHEREAS, the Atlanta Independent School System has sought proposals for **Solicitation No.** _____.

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 for the Atlanta Public Schools; and

WHEREAS, at its _____ legislative meeting, the Board of Education authorized this Agreement with Contractor, a copy of said authorization being attached hereto and made a part hereof by reference.

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) If Applicable: Board Authorization Item Report No. _____, dated _____
- (c) If Applicable: Solicitation/Proposal/Bid Document No. _____;
- (d) If Applicable: The Contractor's Response to the above numbered Solicitation/Proposal/Bid
- (e) If Applicable: The Official Award Letter dated _____;
- (f) If Applicable: Purchase Order dated _____;
- (g) ; If Applicable: A Scope of Contract document and any Related Supplemental Scope of Contract documents;
- (h) If Applicable: A Payment and Payment Terms Schedule.

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

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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.

In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both APS and Contractor attached hereto), the Solicitation, RFP or IFB (including any subsequent addenda) (Exhibit C), and Contractor's Response (Exhibit D), 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 Contract (i.e. Exhibit G); and any applicable Payment and Payment Terms Schedule (i.e. Exhibit H);
- (b) Second, by giving preference to the specific provisions of the Solicitation, RFP or IFB (i.e. Exhibit C);
- (c) Third, by giving preference to the specific provisions of Contractor's Response (i.e. Exhibit D) 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 RFP (Exhibit C) and the Contractor's Response (Exhibit D). The failure of the parties to make reference to the terms of the RFP (Exhibit C), or the Contractor's Response (Exhibit D) 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 RFP (Exhibit C), and the Contractor's Response (Exhibit D). The contractual obligations of APS cannot be implied from the Contractor's Response (Exhibit D).

ARTICLE II SCOPE OF CONTRACT

2.1 The purpose of this agreement is as follows: _____

2.2 Contractor will provide the services; goods; or services and goods to APS in the manner defined in the Solicitation, Invitation to Bid or Request for Proposal No. _____ ("Exhibit C") attached hereto and incorporated herein by reference or in the time specified in a Purchase Order issued by APS whereby any such Purchase Order is incorporated into this Agreement by reference.

If this Agreement was not the result of a Solicitation, an Invitation to Bid or a Request for Proposal, then Contractor will provide the services; goods; or services and goods to APS in the manner defined in the Scope of Contract document ("Exhibit G") attached hereto and incorporated herein by reference.

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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 ____, (the "Starting Date") and shall end absolutely and without further obligation on the part of the District on the ____ day of _____ in the year _____. The Commencement Term is subject to Events of Termination as defined within this Agreement in the year _____. 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 of the year immediately following the Commencement Term and shall end no later than the last day of that same calendar year. 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.

Subsequent Renewal Term for this Agreement.

There

____ will, ____ will not be a Subsequent Renewal Term for this Agreement.

Subject to the Events of Termination as set out in this Agreement, the Subsequent Renewal Term for this Agreement shall begin on the ____ day of ____, in the year _____ and shall end on the ____ day of "Ending Date").

3.3 Optional Renewal Terms.

APS shall also have, at its sole discretion, the option to renew this Agreement for "Option Renewal Terms". During the course of any effective Commencement Term, Subsequent Term or Optional Renewal Term and upon thirty (30) days' prior written notice from APS specifying the effective date of the optional renewal and the length of the Optional Renewal Term, APS shall have the option to renew this Agreement under its otherwise same terms and conditions. Any and all Optional Renewal Terms shall end no later than the last day of the calendar year within which the option was exercised. Optional Renewal Terms are also subject to Events of Termination as defined within this Section.

Optional Renewal Term(s) for this Agreement.

There ____ will, ____ will not be Optional Renewal Term(s) for this Agreement.

There will be a total of ____ Optional Renewal Term(s) for this Agreement.

Subject to the Events of Termination as set out in this Agreement, the initial Optional Renewal Term for this Agreement shall begin on the ____ day of ____, in the year _____ and shall end on the ____ day of _____, in the year _____.

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Subject to the Events of Termination as set out in this Agreement, the additional Optional Renewal Terms for this Agreement shall be as set out on Exhibit F attached hereto and incorporated herein by reference.

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 purposes outlined in 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 Request for Proposal, 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. Please attach a list of deliverables associated with this contract.

Employees of the Atlanta Public Schools/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.

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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 will, at APS's request, recruit, hire and send persons to work at APS premises under APS supervision. Contractor will only send persons who have been approved by APS for the assignment. Once a person is assigned, Contractor will pay the wages of the person 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 the premises may have access to certain information that 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 that they may have in work product created or contributed to by the personnel while on assignment.

4.4. Warranty.

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

ARTICLE V FINANCIAL ARRANGEMENTS

5.1. Payment Terms

This Agreement states the total obligation of APS to the Contractor for compensation for the Services to be performed hereunder. APS will pay for services rendered and for accepted goods in accordance with the terms and payment schedule as set forth in the Contractor's Response, ("Exhibit D") attached hereto and incorporated herein by reference.

If this Agreement was not the result of a Solicitation, an Invitation to Bid or a Request for Proposal, then APS will pay for services rendered and for accepted goods in accordance with the terms and payments schedule as set forth in the Payment Terms & Schedule Document ("Exhibit H") attached hereto and incorporated herein by reference.

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5.2. Compensation and Payment.

APS shall pay Contractor for the satisfactory performance of the work or satisfactory delivery of goods 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 established and meet APS' required specifications.

It is anticipated that some or all of the Board's costs under this Agreement shall be eligible for the "E-Rate" discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157). Accordingly, contingent upon the APS' receipt of a funding commitment decision letter (FCDL) from SLD/USAC and both APS' and Vendors' compliance with all the SLD/USAC guidelines, Vendor shall offer a SLD/USAC discounted invoice payment option in addition to the standard Net 30 payment option. In providing the two-tier billing system or discounted invoice payment option, Vendor will be required to recover its compensation for the approved E-Rate eligible discounted services, which can be from twenty percent (20%) up to ninety percent (90%), directly from the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") in accordance with procedures established by the FCC and SLD/ USAC. Vendor's invoices will itemize/breakdown the costs of all E-Rate eligible products and/or services from all non-E-Rate eligible products and /or services. Contractor further acknowledges and agrees that the *estimated* value of this contract shall not exceed **__\$000,000.00__ annually**; 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;

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- 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:

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- 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 publicly available, other than as a result of a disclosure by Contractor or any of its Representatives in violation of this Agreement.
- b. is in the lawful possession of the Recipient or any of its 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 reasonable 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 or 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 because

- a. an award of money damages is inadequate for any breach of this Section by Contractor or any of its Representatives; and

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b. any breach causes APS irreparable harm, then

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.

6.3 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.

OCGA 50-18-72(a) exempts student educational records that shall be kept confidential as required by the Family Educational Rights and Privacy Act ("FERPA"), and its supporting regulations, and Georgia law.

The Contractor shall comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. Section 50-18-70, *et. seq.*) 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 ORA.

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

ARTICLE VII TERMINATION

7.1 Termination of Agreement.

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.

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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

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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.

Workers' Compensation

Statutory

Employer's Liability

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

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

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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.

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.

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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 "C". 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.

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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 supercedes /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.

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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. 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:

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- 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:

Supplier Name
Contact Name
Street Address
City, State, Zip Code

And to APS:

Dr. Beverly Hall, Superintendent
Atlanta Independent School System
130 Trinity Avenue, SW
Atlanta, Georgia 30303

With Copies To:

Veleter M. B. Mazyck, General Counsel
Atlanta Independent School System
130 Trinity Avenue, SW, 8th Floor
Atlanta, GA 30303

Santhia Curtis, 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.

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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 rise 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 heading of this Agreement are for the convenience of the parties only and in now 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.

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

14.23 Rules Of Construction.

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 Interpretation.

This Agreement is the joint product of negotiations between the parties and shall not be interpreted or construed against either party hereto, regardless of which party has been primarily responsible for its preparation.

*******List of Attachments To Follow*******
ATTACHMENTS:

EXHIBIT A – If Applicable: APS Purchase Order

EXHIBIT B – If Applicable: Board Authorization Item Report No.
_____;

EXHIBIT C – If Applicable: Solicitation or Request for Proposal (RFP) or Invitation for Bids (IFB) Document No. _____

EXHIBIT D – If Applicable: The Contractor’s Response to Exhibit C

EXHIBIT E – The Official APS Award Letter dated _____

EXHIBIT F – Additional Optional Renewal Terms

EXHIBIT G - If Applicable: A Scope of Contract and- any Related Supplemental Scopes of Contract

EXHIBIT H - If Applicable: A Payment and Payment Terms Schedule.

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*******Signature Page To Follow*******

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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

Contractor: Supplier Name

By: _____
Superintendent

By: _____
Authorized Supplier Representative

Its: _____

Date: _____

Date: _____

Approved As To Form:

Attorney

For Atlanta Independent School System

Date: _____