



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

Request for Qualifications

For

Close Circuit Television (CCTV) Services

June 21, 2011

Solicitation Number: 071411-02

Due Date: July 14, 1011

Time Due: 11:00 a.m. EST

NIGP Commodity Code(s): 840-14, 840-20, 840-24, 840-38, 840-45, and 840-56

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS

NOTICE TO PROPOSER:

Atlanta Public Schools invites proposals for close circuit television services.

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

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

A pre-proposal conference will be held on Thursday, June 30, 2011, at The Center for Leadership and Learning, 130 Trinity Ave., 4th Floor, Procurement Conference Room, Atlanta, GA 30303 at 11:00 a.m. Attendance is not mandatory but is strongly encouraged.

If you are unable to download these documents, you may contact the assigned procurement officer:
Brent Bailey (404) 802-2519 or bbailey@atlanta.k12.ga.us.

Proposals shall be accepted in the Office of Procurement Services of the Atlanta Public Schools, 130 Trinity Ave. S.W., 4th Floor Atlanta, Georgia 30303 up to 11:00 a.m. ET on July 14, 2011 (as determined by the time stamp clock in the APS Department of Procurement Services).

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

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

ATLANTA PUBLIC SCHOOLS

Randall Sellers
Director, Procurement Services

TENTATIVE TIMELINE

06/21/2011:	Release RFQ to the marketplace
06/30/2011:	Pre-proposal conference at 11:00 a.m.
07/05/2011:	Deadline for written questions by 5:00 p.m.
07/06/2011:	Response to questions to be posted to the APS web
07/14/2011:	RFQ due in Procurement Services by 11:00 a.m. ET
07/15/2011:	Evaluation
08/08/2011:	Recommendations to the APS Board of Education.

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

TABLE OF CONTENTS

Scope of Work	pg. 4
Non-Submittal Response Form	pg. 18
Offeror Affirmation Form	pg. 19
Offeror Information Form	pg. 20
Offeror Reference Form	pg. 21
Joint Venture Affidavit	pg. 22
Primary Vendor / Subcontractor Utilization	pg. 25
Promise of Non-Discrimination	pg. 26
Solicitation Checklist	pg. 27
Atlanta Public Schools Contract	pg. 28

ATLANTA PUBLIC SCHOOLS

Close Circuit Television (CCTV) Services

1.0 PURPOSE

1.1 The Atlanta Independent School System (hereinafter, “Atlanta Public Schools” or “APS”) is requesting proposals from qualified vendors to provide close circuit television services.

1.2 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. Atlanta Public Schools, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Atlanta Public Schools.

2.0 CURRENT SITUATION

2.1 The APS CCTV structure currently consists of 4,063 cameras. There are 1,963 IP cameras and 2,100 cameras that make up this structure. APS has invested in Bosch Dibos DVRs to capture and record video data from all cameras. The district currently has four (4) vendors in the CCTV pool that perform maintenance and additions when needed.

3.0 SCOPE OF WORK

3.1 The scope of work includes the provisioning, installation and final commissioning of an IP based closed circuit television (CCTV) system that is fully compatible with the current Atlanta Public School’s CCTV System. This shall encompass compatibility in operation, design functionality, and manufacturer specification.

3.1.2 Multi-School Environment: The Layout and design shall accommodate multiple schools in a single facility or a campus like setting. The positioning of the cameras and therefore the routing of the cable must allow for each school to operate independent of the other; and still meet the requirements of a single integrated system.

3.1.3 Most schools shall be designed to meet the requirements for a single intra-building system and integrated into APS network and requires that the CCTV vendor provides all materials, labor, installation, hardware, equipment, etc. to meet the following:

- a. Cat-6 Cable: Patch Panels, Patch Cables;
- b. IP Cameras (Analog cameras will not Accepted);
- c. UPS Equipment (1 unit per closet with DL380 Server);
- d. HP Desktop Workstations;
- e. Documentation;
- f. Training.

3.1.4 The Atlanta Public Schools Department of Safety and Security shall facilitate the purchase, acquisition, configuration and integration of the following and shall work with the vendor for final commission of the system:

- a. HP DL380 Servers
- b. License and Software

3.2 General Requirements-Purchase and Installation

The contractor shall purchase and install all hardware as outlined herein for the CCTV system and must ensure proper operation for a period of two years from the final acceptance of the system by the Owner. Individual pieces of equipment may carry a longer warranty than two years. All Hardware shall include material, mounting, peripherals and installation for the following:

- a. IP Cameras
- b. Cat-6 Cabling

ATLANTA PUBLIC SCHOOLS

Close Circuit Television (CCTV) Services

- c. Patch Panels
- d. Patch Cables
- e. HP Desktop Workstation

3.2.1 Camera Placement-The contractor shall refer to the electrical drawings and/or security drawings for the exact camera location, server placement, UPS, and the conduit location from each individual IP Camera to a dedicated CCTV Patch Panel. The system shall be designated for maximum building coverage to include the following key areas:

- a. Building Entrance and exits for all Hallways;
- b. Adequate coverage for all Hallways;
- c. Front Office and Administrative Area;
- d. Adequate coverage for stairwell entrances and exists;
- e. Adequate coverage for Parking Lots(PTZ or High Resolution to be used);
- f. Adequate coverage for multi-story building (PTZ or High Resolution shall be used);
- g. Bus Pickup and Drop-off;
- h. Cafeteria and Loading dock;
- i. Gym and all "Commons" areas;
- j. Media Centers;
- k. Breezeways;
- l. Potables;
- m. Courtyards (PTZ or High Resolution may be used);
- n. Playgrounds(PTZ or High Resolution may be used);
- o. Computer Labs;
- p. MDF/IDF Closets.

3.3 Shop Drawings

Within fourteen (14) days of contract award, vendor must provide shop drawings to reflect cable routing to each MDF/IDF and closet-specific breakdown of the number of ports required for each.

3.3.1 Shop drawings will be validated by an APS designated representative.

3.3.2 The final camera schedule and drawings must be approved by the security staff.

3.3.3 Errors and omissions must be identified and approved by the security staff.

3.4 Cable

The contractor shall utilize a minimum standard of CAT-6 cable routed between the camera locations and the MDF/IDF room housing the video system components; and shall meet the distance limitations as required for Cat-6 cable; and shall include 3-feet slack per drop. The cable is to be terminated to a CCTV specific Patch panel and the network switch RED as designated and accepted by the APS Technology Department.

3.4.1 Vendor is liable for camera failures that are caused by inferior cable practices up to twenty-four months on installation; and is responsible to provide authenticated cable test before warranty starts.

3.4.2 This standard shall have a NEMA 3 approved junction box for mounting the converters, transformers, and other electrical gear where mounted in an exterior or high humidity (such as a gymnasium) setting.

3.5 Cameras

The selected vendor shall install the camera and housing units as per the manufacturer recommendations to accommodate housings in a secure, vandal resistant manner; and all exposed cabling must be protected

ATLANTA PUBLIC SCHOOLS

Close Circuit Television (CCTV) Services

in metallic conduit.

3.5.1 The digital camera signal shall be carried through CAT-6 wiring terminating at a designated patch panel in the nearest MDF/IDF.

3.5.2 Each cable shall be labeled within one foot of the terminating connection with the identifier and location.

3.5.3 The patch panel shall be labeled with the camera identifier. This label must be printed clearly.

3.5.4 The IP cameras will receive power from the nearest PoE switch provided by APS Department of Security and placement shall be validated by an APS designated representative.

3.6 Rack Mounted Equipment

The vendor shall install new rack mounted patch panels and UPS in the designated CCTV rack or equipment cabinet in the Owner's MDF/IDF room.

3.6.1 MDF: Patch panels must be mounted in Rack #5.

3.6.2 IDF: patch panels must be mounted in rack #3.

3.7 Desktop Workstation

The vendor must provide at least one work station for up to 32 cameras. Any addition of cameras in any denomination over 32 requires an additional work station (1 per 32 cameras). If the building calls for multiple schools or academies, the vendor must provide at least one workstation for each location; and shall also comply with 1:32 camera allowance. The monitor shall be a 22" LCD monitor.

3.8 Documentation

The vendor shall configure the cameras and provide documentation in Excel format that incorporates the following guidelines:

- a. Configure Model;
- b. IP Address;
- c. Description (describe physical placement location);
- d. Port Position Number;
- e. Numbering scheme.

3.9 Vendor Deliverables

The vendor is responsible for installation and demonstrated operability of all IP Cameras, Cat-6 cable, HP Desktop Workstations, UPS Devices and final coordination with the APS Building System Engineer for final commissioning. The final coordination for placement of cameras shall be coordinated with a designated APS representative.

3.9.1 The vendor is responsible for providing descriptions to uniquely identify the cameras and the delivery of a copy of the final closeout documentation to the APS Project manager; in addition to any requirements made by the GC or Electrical contractor; and shall include the following:

- a. Placement of camera icons with descriptions and/or identifiers on CAD drawings;
- b. Correlate camera identifiers to a legend that describes location of camera MDF/IDF location with camera identifiers and IP addresses;
- c. Detailed summary of IP addresses correlated to camera identifier submitted in an electronic format;
- d. Cat-6 test data "Pass".

ATLANTA PUBLIC SCHOOLS

Close Circuit Television (CCTV) Services

3.10 Technical Requirements

The CCTV Surveillance system must be designed to insure full compliance with current conditions throughout the district and to afford consistency and manufacturer compatibility for hardware and software. The CCTV Surveillance system must also meet current end-user functionality and monitoring guidelines. Also, the system shall insure ongoing support from the vendor manufacturer during the warranty period. All costs associated with provisioning for an alternative system will be borne by the designer and or vendor.

3.10.1 The technical requirements specified herein shall provide for PoE IP cameras, sending video signal via appropriately specified cabling to a network switch that insures adequate coverage throughout the school. Adequate camera coverage can be determined for recording servers to provide for access to files, storage of files and allow for remote access.

3.11 Color Camera

3.11.1 Fixed high resolution or PTZ outdoor camera, mounted on main building, cat-6; weather and vandal-resistant enclosure, color CCTV camera and varifocal lens with the following minimum features:

- a. Resolution 540 TVL (minimum) Day/Night camera with 128X wide dynamic range or MPEG 4 or H.264;
- b. Manufacturer: Bosch IP brand only; Auto Dome 300 series PTZ Camera or like bosh model.

3.11.2 Fixed high resolution or PTZ outdoor cameras, pole mounted with fiber or Cat-6 cable. Cameras and cable must be weather and vandal-resistant enclosures and lens with the following minimum features:

- a. Resolution 540 TVL (minimum) 26X and 18 x day/night, MPEG 4 or H.264;
- b. Manufacturer: IP Bosch brand only. No analog PTZ will be accepted.

3.11.3 Fixed indoor camera: impact-resistant enclosure, color CCTV camera, and lens with the following features:

- a. Resolution: 520 TVL (minimum);
- b. MPEG 4 or H.264;
- c. Manufacturer: IP Bosch brand only. NDN-498 FlexiDome Day/Night IP camera or like Bosch model.

3.11.4 Fixed indoor camera: impact-resistant enclosure, color CCTV camera, and lens with the following minimum features:

- a. Resolution: /520 TVL (minimum);
- b. MPEG 4or H.264;
- c. Manufacturer: IP: Bosch brand only. NWD-495 Flexidome day/night IP Camera or like Bosch model.

3.11.5 Lens: for all cameras, provide the appropriate lens for the field of view (Attachment “A”) required as specified by the APS Department of Safety and Security Representative. The vendor shall provide alternate size lens at no additional charge to the Owner on cameras, which does not provide the correct optimum field of view. The required lens type is the automatic iris varifocal lens.

3.12 Cable

Cat-6 cable (red in color) is the system standard unless the cable will be exposed to exterior conditions or conditions which are electronically “noisy” or to other environmental failures. Outdoor cables must be routed through conduit with compression connectors weather resistant pull boxes. Absolutely no indoor rated 4 square boxes will be allowed outdoors. The selected vendor shall be liable for all equipment and system malfunctions due to their failure to use the proper cable where warranted and must provide test data to authenticate cable prior to start of warranty.

ATLANTA PUBLIC SCHOOLS

Close Circuit Television (CCTV) Services

3.12.1 Category 6 4-Pair Plenum Cable: The cable must be rated for plenum return ceilings. The cable shall be paired, 4 pairs, 24 AWG, Solid BC-bare copper conductors, FEF Fluorinated Ethylene Propylene insulation, unshielded, flexible Flame arrest jacket with nylon ripcord. The jacket should be sequentially marked at two-foot intervals. The cable shall be red in color. The cable shall have a flame rating and test: UL CMP, JL910, C (UL) CMP, DSAFT6. This cable will be used, only in those instances where a video server/station is located away from an IDF/MDF and with written permission of the Atlanta Public Schools and for patch cables.

3.13 Fiber Optic Transmission Equipment

13.13.1 All fiber optic transmission equipment shall be manufactured by Fiber Options, Inc. or International Fiber Systems, Inc.

13.13.2 All fiber optic cable shall be 62.5 micron, multi-mode type fiber, using "ST" type connectors. Fiber jacketing shall be selected dependent upon application: aerial, burial, armored, plenum. The selected firm must provide the type recommended by the manufacturer for specific installation and environmental condition.

13.13.3 The selected firm shall provide category 6 4-pair cable that is red in color with crimped RJ 45 connectors between the camera and the fiber optic video transmitter where applicable.

13.13.4 The vendor shall provide Fiber Options 110V-T video transmitter or equal IFS product at the camera location. The vendor shall provide Fiber Options 112V-R video receiver or equal IFS product at the IDF/MDF closet location. The 110 V-T video transmitter must be environmentally safe with its 610p (plug in power supply) where multiple cameras are mounted in close proximity. The vendor must provide a two channel transmitter and receivers (used with two multi-mode fibers). Coordination of the exact specification should be done with the APS designated representative.

13.13.5 When a unit is mounted outdoors, a NEMA 3 box or Hoffman type box must be supplied.

13.13.6 The vendor must provide each camera housing with the required 80-110va, 24vac transformer as recommended by the camera manufacturer.

13.13.7 All power cable shall be provided in the Electrical Contractor Scope of Work.

3.14 Control Cables

Multi-conductor, color coded type, minimum #22 AWG, stranded tinned-copper for energy limited control circuits conforming to NFPA 70-1999, and minimum #14 AWG size, stranded tinned-copper for others. Insulation and jacket may be vinyl, pvc, cross linked polyethylene. Voltage rating shall be 200, ac or dc, minimum except where cable is pulled in same raceway with non-energy limited systems, insulations shall be rated 600V minimum. Any control cable, if utilized, must be approved by the APS building systems programmer.

3.15 Hardware and Software

HP Proliant DL 380 Server: In an effort to migrate from the current BOSCH DVR environment, the Department of Safety and Security will purchase, configure, and install the HP Proliant DL 380-G& Server to run the Bosch Software. Each unit will be configured to accommodate a maximum camera capacity of 32 units per server.

- a. Processor/s-Quad core or 2/dual core 3.46 GHz;
- b. Memory-4GB Ram;
- c. Hard Drive space-(2) 146GB and (6) 300GB Drives;
- d. DVD Drive;

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

- e. OS-Windows Server 2008 (32 bit only).

3.16 HP desktop Workstation

For clients running Dibos receiver Software: The Vendor shall be responsible for the purchase, delivery, installation and coordination of final commissioning for the HP Desktop Workstations. The placement of each shall be coordinated with the site Principal and APS security Engineer.

3.16.1 The vendor must purchase the entire configuration of equipment based on a ratio of one 91) workstation per 32 max cameras. The equipment must meet the following minimum specifications:

- a. Processor-Core 2 Duo;
- b. Memory 2GB
- c. Graphics card-NVIA model FX1800;
- d. DVD Drive;
- e. Windows 7
- f. 22" Flat Panel Color CCTV Monitor.

3.16.2 The vendor shall purchase and deliver Workstations to the APS Building Systems Engineer for programming and final commissioning. The BSE will configure each unit and coordinate pick-up and installation with the vendor.

3.16.3 The selected vendor will install, CAT6 cable, or VGA cable based on whichever is appropriate for the installed CCTV system; accessibility to the nearest MDF/IDF and in respect to locations designated by the Principals and APS Filed Engineers.

3.16.4 Software and License

APS shall purchase and configure all licenses and software for the operational performance required to capture and store images on the recording devices and monitor servers. All commissioning of the system shall be completed prior to approval and acceptance by the Atlanta Public Schools.

3.16.5 Submittals for Installed Equipment

The vendor must submit data information sheets for all items listed below upon installing any new equipment:

- a. Provide three copies of the Operations manual for all equipment, modified as necessary for this particular system, for the Owner's use and which contains operation, proper maintenance and possible purchases that may be required for the replacement parts beyond the two-year warranty;
- b. Provide a site specific electronic schematic design of building with camera placement;
- c. Electronic as-built deliverables are as follows and must be available at time of final walkthrough and acceptance: Cameras must be labeled with location and descriptions; placements must be identified by building, hall, corridor and/or room number to include the direction the camera is facing, and the vendor must identify cable routing from camera to MDF/IDF.

3.17 Warranty

The warranty shall not commence until the system has been demonstrated, the positioning of camera is validated and all documentation has been delivered.

3.17.1 The warranty period for the operational system shall commence after the acceptance of the entire building warranty or the acceptance of the CCTV system warranty, whichever is later and shall be enforced up to two years; however, in the event of a continuous failure in any area of the hardware, APS has the right to defer the warranty until the vendor has completely eliminated the problem and restored the system to optimum performance at which time the warranty period shall resume.

ATLANTA PUBLIC SCHOOLS

Close Circuit Television (CCTV) Services

3.18 Installation of Pathways and Conduit

The general contractor is responsible for all conduits, cable trays, j-hooks and other pathways in accordance with drawings and shall insure a neat workmanlike appearance.

3.18.1 The APS field representative will work with the vendor and the general contractor to coordinate pathway issues and requirements that may arise during construction. Conduits shall be tight to corners and plumb.

3.18.2 Conduit and/or /pathway requirements that may arise as a result of Moves, adds or changes shall be the responsibility of the CCTV vendor. All work must be completed according to code and will be inspected and approved by APS Safety and Security.

3.19 Camera Mounts

The vendor shall insure that the correct mounts are selected based on surface requirements, and care must be taken to neatly provide penetrations for conduit and to locate electrical service in a logical and orderly manner. See Attachment "C" for full mounting requirements for IP cameras.

3.19.1 Exterior cameras shall be mounted using bosh approved wall mount/arm plate. The vendor shall utilize the Bosch Wall Mount diagram schematics and instruction.

3.19.2 Exterior cameras shall be sealed with waterproofed sealant.

3.20 Server Installation

APS building System engineer is responsible for acquiring, programming and final installation of the HP DL380 Servers and Software and shall coordinate system test and verification with the CCTV vendor.

3.20.1 The rack mounted server will be installed in the MDF or IDF closet, at the discretion of the Building System engineer and work shall not commence until closets are certified to be complete. The LEC circuit complete and the APS Network Servers and Switches are installed and fully operational.

3.20.2 Servers shall be installed in client-provided rack #5 in the MDF or rack 33 in either IDF and approved by the APS Security Field Engineer.

3.21 System Test and Verification

An APS Field Engineer will be assigned to inspect and insure quality conditions during installation will perform preliminary walk-thru and create punch list prior to system completion. After satisfactory completion of punch list the field engineer and vendor shall conduct final test to verify proper operation of all equipment. Final verification shall include:

- a. Camera schedule;
- b. Test Data with Pass for all cat-6 cable;
- c. IP addresses and camera descriptions hand-off to field engineer;
- d. Coordination with BSE to facilitate install of servers;
- e. Installation of desktop work stations and 22" monitors;
- f. As-built drawings and electronic AutoCAD;
- g. Cameras focused on viewable online.

3.22 Training

The vendor shall demonstrate to owner the proper operation of entire CCTV system from the MDF/IDF Closet. The contractor shall demonstrate operation of the system and provide two 4 hour training sessions for the Building Administrator and designees.

ATLANTA PUBLIC SCHOOLS

Close Circuit Television (CCTV) Services

3.22.1 The vendor is responsible for providing eight (8) hours per school, of system administrator maintenance training to consist of features, function, and operation. Sessions can be held in 2 hour increments and will not exceed two sessions in one day.

3.22.2 Operation training shall be at a level that allows the administrator to access, monitor, maintain, diagnose and trouble shoot day-to-day issues and occurrences. Training should cover these features using both the DVR and the software.

3.22.3 Features training shall be provided included PTZ controls and work station features.

3.22.4 Training sessions shall be scheduled by the vendor directly with each school and approved by the Atlanta Public Schools director of Security. The vendor shall inform the principal that one training session will be provided and that it should be documented by name, date and signature as a training sin-in sheet for each training session and shall be completed and delivered to the Atlanta Public Schools' Director of Security as a final deliverable to this project. All training sessions are to be completed prior to the substantial completion deadline.

3.22.5 Vendor shall record training sessions and provide DVDs for use by the principals and the Director of Security. Audio and video recording shall both be of professional quality.

3.22.6 The Atlanta Public Schools Director of Security will deem audio and video quality acceptable at the time of acceptance. Poor quality may result in duplicate sessions at no cost to APS.

3.23 System Commissioning and Closeout

Throughout the entire life cycle of each project, an APS representative will be assigned to work with the vendor for review and coordination of tasks associated with the final commissioning and successful closeout of the project. This person will coordinate and validate the following task:

- a. Drawing review and sign off;
- b. MDF/IDF closet readiness;
- c. Coordination of pathways;
- d. Coordination of hardware delivery and installation;
- e. Port Assignment for connectivity to APS switch;
- f. Camera focusing;
- g. System testing and verification;
- h. Field engineer quality control;
 1. Validation of appropriate housing and mounting;
 2. Lens selection;
 3. Cable routing;
 4. Correct use and specification of cabling and connectors;
 5. Correct grouping and specification of video server/station;
 6. System backup power specification;
 7. Testing and commissioning of the operational system from cameras;
 8. Verification of adequate lighting for cameras field of view;
 9. Coordinate (with principal) placement of workstation monitors;
 10. Vendor punch-list.
- i. Vendor completion
 1. Satisfactory completion of punch list items;
 2. Closeout documentation;
 3. Satisfactory focusing of cameras;
 4. Coordination and installation of workstations and monitors;
 5. Availability to BSE for final system test verification
 6. Training.

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

- j. Building system engineer quality control
 - 1. Specification and configuration of HP DL380 server.

3.24 Other Requirements

3.24.1 The selected vendor must provide replacement and repairs of equipment to a specific location or within an assigned geographical area within the District.

3.24.2 Vendors must be able to respond to trouble calls within four (4) hours including weekends and holidays.

3.24.3 Vendors must maintain adequate hardware inventory to replace, repair and/or maintain each system at the time dispatched. Vendor must be prepared to provide an immediate replacement for defective equipment; and shall not remove a defective unit without an immediate replacement.

3.24.4 Firms must designate a Project Manager as the single point of contact who is certified to program Radionic alarm systems.

3.24.5 Vendor must maintain adequate hardware inventory to replace, repair and/or maintain each system at the time dispatched

3.24.6 Once the list of awarded vendors has been finalized, bids for specific burglar alarm system services will be sent to those vendors. Vendor must provide a detailed written quote to the authorized APS representative.

3.24.7 Vendors shall not begin work until a valid purchase order is issued. Once the work is completed, all invoices must be submitted to Accounts Payable. Vendor must reference the purchase order number on the invoice.

3.25 Working on an APS Site

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

3.25.2 All after-hour facility access must be coordinated with the appropriate APS staff and vendor must sign in according to the policy of that facility.

3.25.3 All vendor employees shall wear photo ID badges or clothing identifying the name of the company at all times while working on an APS site.

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

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

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

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

3.25.9 Vendor shall be responsible for repairing or replacing, to the satisfaction of Atlanta Public Schools, any damage caused by any willful or negligent act of its employees. The vendor is also liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees. APS reserves the right to remove vendor from site based on the severity of the acts committed by the vendor's staff.

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

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

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

4.0 GENERAL INFORMATION:

4.1 All communications regarding this solicitation must be with Brent Bailey, the assigned Procurement officer for the APS.

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

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

http://www.atlantapublicschools.us/18611012595534310/lib/18611012595534310/General_Terms_and_Conditions_Rev_3-9-10.pdf

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

4.5 The Procurement Services Department calendar may be viewed on the APS web site at: <http://aps.schoolwires.net/18611012595534310/icalsw/calendar.asp?cal=em&18611012595534310Nav=&NodeID=293>

5.0 VENDOR REQUIREMENTS

5.1 APS policy requires that all contractors, consultants, or vendors providing services on APS premises be fingerprinted and submit to a criminal record check initiated by APS prior to providing services to APS. There is a fee of \$40.00 per individual payable by money order associated with the background check. The payment of this fee is the sole responsibility of the contractor, consultant, vendor or the employing company. Any contract awarded pursuant to this solicitation is contingent upon compliance with this requirement and a satisfactory background check as determined by APS.

5.2 The selected firm shall be licensed, insured, bonded and have trained and certified technicians.

6.0 SUBMISSION REQUIREMENTS

6.1 Proposal shall be submitted as follows:

- a. The entire proposal on five (5) CD-ROMs.
- b. All CD-ROMs should be labeled with the company name, solicitation name and solicitation

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

number.

- c. All information on CD-ROMs should be protected or in PDF file format.
- d. The original and five (5) hard copies of the entire proposal. The original should be marked as such.
- e. All hard copies should be submitted on loose leaf paper.
- f. Failure to submit the required number of CDs and hardcopies requested may cause the proposal to be deemed non-responsive.

6.2 Pricing shall be submitted as follows:

- a. The original and five (5) hard copies in a separate sealed envelope.
- b. All hard copies should be submitted on loose leaf paper.
- c. Do not submit pricing on a CD-ROM.
- d. Failure to submit the required number of hardcopies requested may cause the proposal to be deemed non-responsive.

6.3 Proposals, in the format requested in 6.1 and 6.2 shall be submitted together in a sealed package with the following information listed on the outside of the package:

- a. Full company name
- b. RFQ name and number
- c. RFQ due date and time
- d. Name of the assigned Procurement officer

6.4 The following must be completed and submitted with your proposal in a separate sealed envelope labeled **required documents**. Include on the outside of the envelope the full company name, solicitation name and solicitation number.

- a. Offeror affirmation form
- b. Offeror information form
- c. Offeror reference form
- d. Joint venture affidavit
- e. Primary vendor / subcontractor utilization
- f. Promise of non-discrimination
- g. Copy of local or state business license or permit
- h. Signature page to APS contract

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

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

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

6.8 Proposals which contain irregularities of any kind and/or do not comply fully with requirements stated in the solicitation documents may be rejected at the discretion of the Director of Procurement Services. APS shall not be liable for any costs associated or incurred by offeror in conjunction with preparation of solicitation responses.

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

6.10 By submitting a response the offeror certifies that this proposal is made without prior understanding,

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

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

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

Section 1 – Company Qualifications and Experience

- a. Provide a brief history of the company including the number of years in business providing the goods or services specified in this solicitation.
- b. Provide an organizational chart with names and responsibilities of staff expected to be assigned to this project.
- c. Indicate the names and addresses and degree of utilization of any and all subcontractors, which would be used in the performance of this contract.
- d. Provide resumes which include qualifications, certifications, education and responsibilities of staff expected to be assigned to this project.
- e. Provide any company certifications or licenses relevant to this project
- f. Provide three (3) references from organizations/ similar to APS for which your company is currently providing services similar to the specifications of this solicitation. Provide the following information for each reference:
 - Name and address of organization
 - Name and title of primary contact with telephone number, fax number and e-mail address.
 - Description of the services provided including dates

Section 2 – Methodology / Operations

- a. Please provide the number of trained technicians that could work with the Atlanta Public Schools on various projects. Please provide information regarding and related licenses that they may possess.
- b. Please provide information regarding your quality assurance program, equipment warranty and guarantee program.
- c. Please provide detailed information regarding your ability to adequately staff and respond to the schools and administrative sites.
- d. Provide information regarding your firm's ability and resources to install and maintain new systems or replacement systems as required by the Atlanta Public Schools.
- e. Describe your ability to respond to trouble calls within four (4) hours including weekends and holidays.

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

7.0 EVALUATION

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

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

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

7.4 After the closing date and time, one or more members of the Department of Procurement Services will conduct an administrative review of all proposals received to determine responsiveness. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review.

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

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

7.7 The formula used to evaluate price is as follows:
$$(\text{Lowest price} / \text{price of proposal being evaluated}) \times \text{points available for price} = \text{score}$$

7.8 Proposals will be evaluated on the following criteria:

- a. Company qualifications and experience
- b. Methodology / operations

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, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the offeror.

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

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

8.4 The Atlanta Public Schools has selected as its Owner's Representative the Director of Security. Supervision of the contract will be performed by the Owner's Representative or his/her designee.

8.5 The original and one (1) copy of an itemized invoice must be submitted to the Atlanta Public Schools Accounts Payable Department, P. O. Box 4659, Atlanta, GA 30302, (phone number 404-802-2400).

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

Invoices must include the APS purchase order number and the ship to location where the goods and/or services were delivered. Invoices that do not include this information will be returned to the vendor. Separate invoices are required for each purchase order.

8.6 At the end of each contract term, the awarded vendor may request a price increase. Price increase requests must be submitted to a member of the Department of Procurement's Contract Administration Team ninety (90) days prior to the contract term expiration date accompanied by proof of increased cost to the awarded vendor. APS may, at its discretion:

- a. Accept the proposed price increase.
- b. Reject the proposed price increase.
- c. Suggest an alternative price increase.

8.7 If APS rejects a proposed price the awarded vendor may:

- a. Continue with the existing pricing.
- b. Suggest an alternative price increase.
- c. End the contract.

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

9.0 CONTRACT

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

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services
NON-SUBMITTAL RESPONSE FORM

RFQ Name: Close Circuit Television (CCTV) Services
RFQ Number: 071411-02

NOTE TO VENDOR:

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

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

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

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

Other (Please explain): _____

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

Company name

Company address

(_____) _____
Company telephone number

(_____) _____
Company fax number

Primary company contact e-mail address

Authorized company official signature

Title

Date

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

OFFEROR AFFIRMATION FORM

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

Company Name: _____
RFQ Name: Close Circuit Television (CCTV) Services
RFQ Number: 071411-02

After careful examination of the solicitation document in its entirety, Close Circuit Television (CCTV) 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.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the assigned Procurement officer within five (5) 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, color, sex, religion, national origin, marital status, sexual orientation, age, or disability..

Respectfully submitted,

Company Name

Address

Authorized Official Name

Signature

Title

Date

(_____)
Business Telephone Number

(_____)
Fax

E-mail Address

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

The legal name of the bidder is:

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

OFFEROR INFORMATION FORM

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

RFQ Name: Close Circuit Television (CCTV) Services

RFQ Number: 071411-02

This form must be completed and returned with your proposal.

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: _____
10. Check one of the following: Independently owned and operated ☐ An affiliate or division of: ☐
Company Name: _____
Address: _____

11. Does the company have a facility located in the Atlanta Metropolitan Area? Yes ☐ No ☐
12. Does the company utilize an Affirmative Action Plan for Equal Employment Opportunity? Yes ☐ No ☐
13. Has the company implemented a compliance program in accordance with the Americans with Disabilities Act? Yes ☐ No ☐
14. Have any conditions or restrictions been placed by the company on this proposal that would declare it non-responsive? Yes ☐ No ☐
15. Are you prepared to provide proof of insurance as required? Yes ☐ No ☐
16. Is this bid being submitted as a joint venture? If yes please complete and return with your proposal the Joint Venture Affidavit. Yes ☐ No ☐
17. Has your company ever been debarred from doing business with any federal, state or local agency? If yes please provide details and submit on a separate sheet Yes ☐ No ☐
18. Has your company ever defaulted on a contract or denied a bid due to non-responsibility to perform? If yes please provide details on a separate sheet. Yes ☐ No ☐
19. Does your company accept payment by credit card? Yes ☐ No ☐
20. Does your company accept ACH payments? Yes ☐ No ☐
21. Is your company registered as a vendor with Atlanta Public Schools? Yes ☐ No ☐

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

RFQ Name: Close Circuit Television (CCTV) Services

RFQ Number: 071411-02

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

References for: _____
(Company Name)

1. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : () Fax: ()

E-mail: _____

Provide the scope of work and date of project: _____

2. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : () Fax: ()

E-mail: _____

Provide the scope of work and date of project: _____

3. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : () Fax: ()

E-mail: _____

Provide the scope of work and date of project: _____

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

Primary Vendor Name: _____

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

RFQ Name: Close Circuit Television (CCTV) Services
RFQ Number: 071411-02

State of: _____
County of: _____

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

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

Joint Venture Company "A"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Check all that apply:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ N/A, other

Joint Venture Company "B"

Company Name _____ Federal ID No. _____

Address: _____

City: _____ State: _____ Zip: _____

Check all that apply:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ N/A, other

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

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

JOINT VENTURE AFFIDAVIT

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

The Joint Venture shall be known as: _____

Principal Office Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

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

JOINT VENTURE AFFIDAVIT

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

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

Subscribed and sworn before me

this _____ day of _____ 20____.

(A) _____
Name of Contractor/Company A

My commission expires: _____ By: _____ (L.S.)

Notary Public

Print Name

Subscribed and sworn before me

this _____ day of _____ 20____.

(B) _____
Name of Contractor/Company B

My commission expires: _____ By: _____ (L.S.)

Notary Public

Print Name

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

PRIMARY VENDOR / SUBCONTRACTOR UTILIZATION

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

RFQ Name: Close Circuit Television (CCTV) Services

RFQ Number: 071411-02

Primary Vendor Name: _____

If subcontractors will not be used check this box: ☐

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

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

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

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

(_____
Authorized Company Representative Name(s)

(_____
Authorized Company Representative Title(s)

(_____
Name of Company

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

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, sex, religion, national origin, marital status, sexual orientation , age, or disability in connection with any bid submitted to APS, or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females:
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company and APS remains in force and effect;
- (4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with APS; and
- (5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the APS to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Solicitation Name

Solicitation Number

Authorized Company Representative Name

Authorized Company Representative Signature

Date

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

SOLICITATION CHECKLIST

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

RFQ Name: Close Circuit Television (CCTV) Services

RFQ Number: 071411-02

Note: only return pages on which your company has included a response.

The following items must be completed and submitted with your response in order for your response:

1. ☐ Reviewed addendum(s) posted to the APS website (if applicable).
2. ☐ The original and copies of the proposal.
3. ☐ The proposal on CD-ROMs. All information on CD-ROM should be protected or in PDF file format.
4. ☐ Offeror affirmation form.
5. ☐ Offeror information form.
6. ☐ Offeror reference form.
7. ☐ Joint venture affidavit form.
8. ☐ Primary vendor / subcontractor utilization form.
9. ☐ Promise of non-discrimination form
10. ☐ Copy of local or state business license or permit.
11. ☐ Review and accept the General Terms and Conditions
12. ☐ Review and accept all provisions of the contract by executing and returning signature page

How did you hear about this solicitation?

- ☐ APS Website
☐ Fulton Daily Report
☐ Georgia Procurement Registry
☐ Other (please list) _____

Company Name

Signature of Authorized Company Representative

Date

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

AGREEMENT BETWEEN

ATLANTA INDEPENDENT SCHOOL SYSTEM

AND

[VENDOR]

FOR

Close Circuit Television (CCTV) Services
SOLICITATION NO.: 071411-02

**STATE OF GEORGIA
COUNTY OF FULTON**

This agreement ("Agreement") is made and entered into as of the ____ day of _____, 2011 by and between the **Atlanta Independent School System** a/k/a the Atlanta Public Schools, an independent school system chartered under the laws of the state of Georgia, having a headquarters at 130 Trinity Avenue, S.W., Atlanta, GA 30303 (hereinafter referred to as "**APS**") and, **VENDOR NAME, Inc.** a company organized and existing under the laws of the state of [_____] located at VENDOR ADDRESS (hereinafter referred to as the "**Contractor**").

WITNESSETH

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

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

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

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

ARTICLE I. DEFINITIONS

1.1 Contract Documents.

The Contract Documents relative to this Agreement consist of:

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

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

1.2 Inconsistency.

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

- a. First, by giving preference to the specific provisions of this Agreement; any accepted amendments; any applicable Scope(s) of Services; and any applicable Payment and Payment Terms Schedule;
- b. Second, by giving preference to the specific provisions of the Solicitation, attached hereto as **Exhibit A**;
- c. Third, by giving preference to the specific provisions of Contractor's Response, attached hereto as **Exhibit B**, except that objections or amendments by a Contractor that have not been explicitly accepted by APS in writing shall not be included in this Agreement and shall be given no weight or consideration.

1.3 Intent of References to Bid Documents.

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

ARTICLE II. SCOPE OF CONTRACT

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

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

ARTICLE III. TERM

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

3.1 Commencement Term.

The "Commencement Term" of this agreement shall begin on the ____ day of _____, in the year 2011, (the "Starting Date") and shall end absolutely and without further obligation on the part of the District on the 31st day of December 2011. 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, 2012 and shall end no later than the ____ day of _____, 2012. If the District chooses not to exercise an Optional Renewal Term as provided in this Section, then the Subsequent Term shall also be deemed the "Ending Term" with no further obligation on the party of either party.

3.3 Optional Renewal Terms.

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

3.4 Events of Termination.

All "Terms" as defined within this Section are subject to Events of Termination as defined within this Agreement.

3.5 Same Terms.

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

3.6 Statutory Compliance Regarding Purchase Contracts.

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES

4.1 Performance.

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

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

4.2 Contractor's Responsibilities.

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

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

4.3 Contractors Responsibilities – Personnel.

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

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

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

4.4 Warranty.

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

ARTICLE V. FINANCIAL ARRANGEMENTS

5.1 Payment Terms

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

incorporated herein by reference.

5.2 Compensation and Payment.

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

Contractor further acknowledges and agrees that the value of this contract shall not exceed _____ **Dollars (\$_____00)**; however, APS is under no obligation to solicit work totaling this amount and Contractor will only be paid for services rendered.

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

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

5.3 Payments Withheld.

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

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

failure to make payments for services performed or materials provided;

- e. Failure of the Contractor to make payments properly to its own sub-consultants or subcontractors for services performed or materials provided; or
- f. Damage to the APS or to another contractor by the Contractor.

5.4 Final Payment.

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

5.5 Accounting Records.

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

5.6 Risk of Loss for Delivery of Goods

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

5.7 Rejection or Revocation of Acceptance of the Goods

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

ARTICLE VI. CONFIDENTIALITY

6.1 Definition

Confidential information is defined as follows:

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

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

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

- a. was or becomes generally publically available, other than as a result of a disclosure by Contractor or any 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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

6.4 Georgia Public Records.

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

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

Contractor shall comply with all provisions of the Act and FERPA and make records pertaining to the performance of services or functions under this

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

contract available for public inspection upon request, unless otherwise exempt under other provisions of the Act.

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

ARTICLE VII. TERMINATION

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

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

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

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with, and until evidence of all insurance requirements in each and every contract, with each and every Subcontractor of any tier, and shall require the same to comply with all such requirements.

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

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

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

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

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

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

8.2 Worker's Compensation and Employer's Liability Insurance.

The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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 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.

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

8.5 Crime Insurance.

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

ARTICLE IX. Contractor's Personnel and Staffing

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

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

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

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

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

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

unlawful harassment including sexual harassment or discrimination while on school premises.

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

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

11.1 Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Georgia law, during the performance of this Agreement while on school premises or at school related functions. Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Georgia law and the federal "Drug-Free Schools Act," on school property, at school related functions, or within 1000 feet of school property or school functions.

Contractor and all Subcontractors, if any, also shall adhere to all APS' policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

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

ARTICLE XII. Sales Tax.

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

ARTICLE XIII. No Warranty Disclaimer

Contractor warrants that its services or goods or both fit the need or purpose of the Invitation to Bid or the Request for Proposal in **Exhibit A**. Contractor cannot disclaim these warranties.

ARTICLE XIV. GENERAL TERMS AND CONDITIONS

14.1 Assignment and Modification.

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

14.2 Subcontractors.

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

14.3 Third Party Beneficiaries.

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

14.4 Ownership.

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

14.5 Indemnification.

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

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

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

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

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

14.6 Disputes.

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

14.7 No Waiver of Legal Rights.

Any waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach, or of any right the APS or the Contractor may have for damages.

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

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

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

14.8 Obligation to Perform.

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

14.9 Rights and Remedies.

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

14.10 Organization, Licenses, and Regulations.

The Contractor must be organized under the laws of the State of Georgia, or otherwise registered to do business in the State of Georgia pursuant to O.C.G.A

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

§ 14-2-1501. APS may require the Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of a contract. The Contractor's failure to provide such documents upon demand by APS will constitute grounds for a determination that the Contractor's proposal is "non-responsive" and Contract will be deemed null and void.

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

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

14.11 Notices.

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

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

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

To Contractor:	VENDOR CONTACT PERSON VENDOR NAME ADDRESS ADDRESS Phone: () - ; Fax () -
And to APS:	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, 8 th Floor Atlanta, GA 30303

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

14.12 Publicity.

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

14.13 Extent of Agreement.

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

14.14 Venue & Governing Law.

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

14.15 Force Majeure.

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

14.16 Severability.

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

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

14.17 Multiple Counterparts.

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

14.18 Section Headings.

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

14.19 Number and Gender.

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

14.20 Rights and Remedies Cumulative.

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

14.21 Time Is Of The Essence.

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

14.22 Relationship Among Parties.

This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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.

14.26 Background Check.

APS requires that all individuals who will work on an APS site (including full-time, part-time and temporary employees, contractors and subcontractors) must be fingerprinted by APS and cleared through the Georgia Criminal Information Center System (GCIS) before they are assigned to work at APS. The cost of fingerprinting is **\$40.00** per individual and is the responsibility of the contractor. Any failure to comply with this requirement constitutes a breach of this Agreement.

ATLANTA PUBLIC SCHOOLS
Close Circuit Television (CCTV) Services

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

Atlanta Independent School System

Vendor Name

By: _____
Superintendent

By: _____
Signature

Its: _____

Date: _____

Date: _____

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